

00-1241-02  
KENNETH J. HAHN et ux  
s- D. JEL E. CERNISH et ux

Date: 11/03/2000

Clearfield County Court of Common Pleas

NO. 0050639

Time: 09:50 AM

Receipt

Page 1 of 1

Received of: Gearhart, R. Denning (attorney for Hahn, Lori A.) \$ 0.00

Zero and 00/100 Dollars

Case: 2000-01247-CD	Plaintiff: Hahn, Kenneth J.	Amount
Civil Complaint		0.00
Paid Prior to Full Court		
<b>Total:</b>		<b>0.00</b>

Payment Method: Cash

William A. Shaw, Prothonotary/Clerk of Courts

Clerk: OLDCASE

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

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

⑥ KENNETH J. HAHN and :  
⑥ LORI A. HAHN, husband and wife, :  
Plaintiffs :  
VS. : NO. 00-1247 -CD  
: :  
⑥ DANIEL E. CEPRISH and :  
⑥ NICOLE L. CEPRISH, :  
husband and wife, :  
Defendants :

CASE NUMBER: 00- 1247 -CD

TYPE OF CASE: Civil

TYPE OF PLEADING: COMPLAINT

FILED ON BEHALF OF: Plaintiffs

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

FILED

OCT 06 2000

William A. Shaw  
Prothonotary

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

VS.

NO. 00- -CD

DANIEL E. CEPRISH and  
NICOLE L. CEPRISH,  
husband and wife,

Defendants

**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 A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 Ext. 50-51

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

KENNETH J. HAHN and	:				
LORI A. HAHN, husband and wife,	:				
Plaintiffs	:				
VS.	:	NO.	00-	-CD	
	:				
DANIEL E. CEPRISH and	:				
NICOLE L. CEPRISH,	:				
husband and wife,	:				
Defendants	:				

**COMPLAINT**

**AND NOW**, come the Plaintiffs, KENNETH J. HAHN and LORI A. HAHN,  
by and through their attorney, R. DENNING GEARHART, who aver as follows:

1. That Plaintiffs are KENNETH J. HAHN and LORI A. HAHN,  
husband and wife, who reside at P.O. Box 47, Allport, Clearfield County, Pennsylvania  
16821.
  
2. That Defendants are DANIEL E. CEPRISH and NICOLE L. CEPRISH,  
husband and wife, who reside at P.O. Box 28, Allport, Clearfield County, Pennsylvania  
16821.
  
3. That on or about June 8, 2000 the parties entered into an Agreement  
of Sale for the sale of a certain piece of real estate. That Agreement of Sale is attached  
hereto as Exhibit 'A'.
  
4. That included in that Agreement of Sale was a Seller's Property  
Disclosure Statement that was executed by the parties, and is attached hereto as Exhibit  
'B'.

5. That pursuant to that Agreement of Sale, the Defendants did tender to the Plaintiffs a Deed which is attached hereto as Exhibit 'C', and upon which are described the premises which is the subject of this action.

6. That upon moving into said premises, the Plaintiffs did find the following inaccuracies in the disclosure statement marked as Exhibit 'B':

a. That to paragraph 3(ii), when asked if the roof had been replaced or repaired, the Defendants replied "only replaced on little area". In fact, larger construction had been done and indicated substantial leakage problems.

b. That to paragraph 3(iii), when asked if the roof ever leaked during your ownership, the Defendants answered "no" when, in fact, there is evidence of substantial damage from leakage.

c. That to paragraph 5(i), (ii), (iii) and (iv) Defendants answered "no" to damages involving termites, wood destroying insects, dry rot or pests, when, in fact, the property had been treated for carpenter ants and was treated on a regular basis. There is evidence of substantial damage caused by these pests.

d. That to paragraph 6(i) the Defendants answered "no" to the question of "Are you aware of any past or present water leakage in the house". When, in fact, there is evidence of substantial leakage.

e. That to paragraph 9(i) when asked for type of plumbing, the Defendants answered "PVC", when, in fact, it was old copper plumbing in need of repair.

f. That to paragraph 9(iv) Defendants advised Plaintiffs that all areas of the house were heated, when, in fact, several of the rooms were without heat.

g. That to paragraph 12(ii) the Defendants listed the existence of a smoke detector, whereupon they removed the same before the transfer of the house.

7. Plaintiffs attempted to repair several items, including but not limited to, the roof, a window due to fire damage, water heater and plumbing.

8. That the cost of materials for said repairs total \$619.87 and receipts are attached hereto as Exhibits "D" thru "H".

9. That Plaintiffs spent 110 hours endeavoring to make these repairs with a reasonable fee for his services being \$15.00 an hour. Thus labor costs were \$1,650.00.

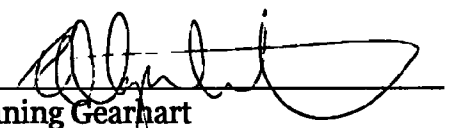
10. The Plaintiffs contacted Larry Allen Construction who undertook to give an estimate of what it would take to repair, or put the property in a condition promised by the Agreement of Sale with the Disclosure Statement. His estimate was that such repairs would cost \$11,784.40 and is attached hereto as Exhibit 'I'.

11. That Plaintiffs were induced into entering into this Agreement of Sale by the fraudulent and false representation of the Defendants.

12. That Plaintiffs will have to spend the amount of \$11,784.40 in order to receive the house and property in the condition that they reasonably expected based on the Defendants fraudulent statement.

**WHEREFORE**, Plaintiffs pray your Honorable Court to enter judgment in their favor and against the Defendants in the amount of \$14,054.27.

Respectfully submitted,

  
R. Denning Gearhart  
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

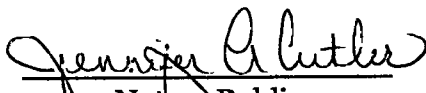
**AFFIDAVIT**

Before me, the undersigned officer, personally appeared, KENNETH J. HAHN and LORI A. HAHN, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of their knowledge, information, and belief.

  
KENNETH J. HAHN

  
LORI A. HAHN

Sworn to and subscribed  
before me this 5<sup>th</sup> day  
of October, 2000.

  
Notary Public

Notarial Seal  
Jennifer A. Cutler, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires June 17, 2003





# Deposit Receipt and Agreement of Sale

NEW HORIZONS REAL ESTATE CO.

(814) 355-8900

Agreement made this 8 day of June, <sup>2000</sup>~~1999~~, on property known as No. AP602 NEW HORIZONS REAL ESTATE CO.

list at 123 N. ALLEGHENY STREET BELLEFONTE, PA 16823

SELLER: Daniel E. and Nicole L. Reprish  
(Complete names, seller and spouse)

, by and between  
P.O. Box 28, Rt. 53 and  
Alleport, PA

BUYER: Kenneth J. Hahn and Lori A. Hahn  
(Complete names, buyer and spouse)

P.O. Box 36 A  
Curwensville, PA 16833

Seller agrees, in consideration of the sum of \$ 53,000.00 to be fully paid as hereinafter mentioned, to sell to the buyer the following described property, located in the County of Clearfield, State of PA.

REAL ESTATE: Single family residence in Morris Township. Legally described in deed book, instrument # 199903036. Tax parcel 124-088-491A

PERSONAL PROPERTY: Stove, refri, dishwasher.

WATER: Public.

SEWERAGE: Public

FUEL: Whatever fuel is in premises (oil, coal, gas, wood) will stay at most to Buyer

And the buyer agrees to purchase said property at said consideration and to pay the same as follows:

(All deposit monies to be held in escrow account by NEW HORIZONS REAL ESTATE CO.)

Amount paid on execution of this agreement: (State whether cash, personal check, money order, bank draft, note, etc.) \$ 0

Additional amount to be paid on or before the \_\_\_\_\_ day of \_\_\_\_\_, 10 : \$

Existing deed of trust, mortgage, or encumbrance, buyer assumes and agrees to pay: (Amount, payment terms, interest rate) \$

And the buyer agrees to pay the balance as follows: \$53,000 on or before July 14, 2000.

This Agreement is contingent on Buyer obtaining VA mortgage at current rates, terms and conditions.

Transfer tax will be shared equally. Real estate will be provided

NEW HORIZONS IS AGENT for Seller. Seller will pay entire 3.9 % commission

All deferred payments not already secured by existing deed of trust or mortgage are to be evidenced by note or notes signed by buyer, secured by deed of trust, mortgage or land contract on said real estate with interest from date of closing of sale at the rate of \_\_\_\_\_ per cent per annum.

And the seller, on receiving such payment at the time and in the manner above mentioned, shall at his own cost and expense, make, execute and deliver to buyer, or to buyer's heirs or assigns, a good and sufficient Deed for the proper conveying and assuring of the said premises in fee simple, free from all encumbrances, and dower or right of dower, such conveyance to contain the usual covenants of warranty. Buyer will accept public utilities and public roads as common encumbrances. (Insert here any other restrictions, easements, or covenants running with the land.) as of record.

Deed ☒ Contract for deed ☐ shall be delivered on or before the 14 day of July, 2000. Taxes, fire and/or casualty insurance costs, and rents shall be pro-rated as of date of closing. Seller may remain in possession, rent free, until 20 days after settlement.

The risk of loss or damage by fire or act of God prior to consummation of this agreement is hereby assumed by seller.

Possession of premises shall be given on or before the \_\_\_\_\_ day of \_\_\_\_\_, 10 20 days after settlement.

It is agreed that if either seller or buyer fails or neglects to perform his part of this agreement he shall forthwith pay as liquidated damages to the other party a sum equal to ten per cent of the agreed price of sale.

It is agreed that the buyer has thoroughly examined the property to be conveyed and relies solely on his own judgment in making this agreement to purchase, and that there are no agreements, understandings or representations made either by seller, broker or broker's representatives that are not set forth herein. Buyer acknowledges receipt of an exact copy of this agreement.

It is agreed and understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties.

Kenneth J. Hahn 06/08/00  
DATE  
Lori A. Hahn 10-8-00  
DATE  
BUYER

Daniel E. Reprish 6-9-00  
DATE  
Nicole L. Reprish 6-9-00  
DATE  
SELLER

\* A Real Estate Recovery Fund exists to reimburse any person who has obtained a final judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the fund, call (717) 783-3650.

81 Pleasant Valley Blvd.  
Erie, PA 16501

129 Market St. 20  
Lewisburg, PA 17037

321 Pine St. Suite 203  
Williamsport, PA 17701

112-A Woodward Ave.  
Lock Haven, PA 17745

28 S. 2nd Street  
Clearfield, PA 16830

116 E. Pennsylvania Street  
Phillipsburg, PA 16806

925 W. College Ave.  
State College, PA 16801

Branch Offices:

JOHN PETUCK  
BROKER

Exhibit 'A'



123 N. ALLEGHENY ST., BELLEFONTE, PA 16823

(814) 355-8500

### ADDENDUM

#### Branch Offices:

925 W. College Ave.  
State College, PA 16801  
(814) 231-8540

112-A Woodward Ave.  
Lock Haven, PA 17645  
(570) 748-4500

26 S. 2nd Street  
Clearfield, PA 16830  
(814) 768-8500

129 Market St. 2C  
Lewisburg, PA 17037  
(570) 524-2248

116 E. Prosser Street  
Phillipsburg, PA 16866  
(814) 341-4810

500 E. Pleasant Valley Blvd.  
Allentown, PA 18601  
(814) 942-4500

321 Pine St. Suite 203  
Williamsport, PA 17701  
(570) 322-0737

This addendum amends, by additional provision herein, that certain DEPOSIT RECEIPT AND AGREEMENT OF SALE, by and between the undersigned, dated *June 9, 2000* on property known as NEW HORIZONS LISTING # *AP602* at Bellefonte, PA

1. The property herein was shown to (Buyer) *Hahn* on *June 7, 2000* by Owner or Representative. *Cepresch*
2. It is the intent of the Seller herein to convey the property as it was shown to the Buyer on the date shown above.

3. All inspections, tests, surveys, repairs, improvements, additions, deletions or other requested by the Lender or Buyer will be the responsibility of the Lender or Buyer and at the Lender or Buyer expense. Such inspections, tests, surveys or other will be completed no later than (date) with a copy of the results sent to the Seller herein or they will be considered to be waived by the Buyer or Lender. If the results of the tests, inspections etc. are unsatisfactory to Buyer or Lender, Buyer may cancel this Agreement. All money held in escrow will be returned to Buyer. *July 3, 2000*

4. Buyer acknowledges that a signed copy of a FULL DISCLOSURE STATEMENT has been received.

5. If either Buyer or Seller herein requests that a SALES AGREEMENT BE prepared to replace this one, the party requesting the AGREEMENT will be responsible to pay the Attorney to prepare it. Each party will review the new AGREEMENT BEFORE SIGNATURES.

6. Other terms and conditions.

*Seller herein will grant \$1000 to Buyer at settlement toward closing Costs.*

As herein amended, the aforesaid DEPOSIT RECEIPT AND AGREEMENT OF SALE is ratified in all respects.

BUYER *Keneth Hahn*  
BUYER *Lori A. Hahn*

DATE *06/08/00*  
DATE *6-8-00*

SELLER *Daniel E. Cepresch*  
SELLER *Wesley Cepresch*

DATE *6-9-00*  
DATE *6-9-00*

## **IMPORTANT NOTICE TO BUYERS**

**PENNSYLVANIA LAW REQUIRES THAT ALL SELLERS MUST COMPLETE, SIGN AND DELIVER TO A BUYER OF THEIR RESIDENTIAL REAL ESTATE A SELLERS PROPERTY DISCLOSURE STATEMENT.**

**YOU ARE NOT OBLIGATED TO COMPLETE THE PURCHASE OF THE SELLER'S PROPERTY UNLESS YOU HAVE BEEN PROVIDED WITH A COMPLETED AND SIGNED ORIGINAL COPY OF THIS FORM.**

**THE INFORMATION ON THIS FORM MUST BE TRUE AND CORRECT AND BASED ON THE SELLER'S PERSONAL KNOWLEDGE OF TIRE PROPERTY. THE SELLER IS NOT REQUIRED TO HIRE PEOPLE TO DO INSPECTIONS OF THE PROPERTY TO VERIFY ITS CONDITION. HOWEVER, ANY INTENTIONAL MISSTATEMENTS OR OMISSIONS COULD MAKE THE SELLER SUBJECT TO SUBSTANTIAL CIVIL PENALTIES.**

**PLEASE READ THE DISCLOSURE FORM CAREFULLY. IT INCLUDES IMPORTANT INFORMATION THAT CAN HELP YOU DECIDE WHETHER TO BUY THE PROPERTY.**

# SELLER'S PROPERTY DISCLOSURE STATEMENT *continued*

## (6) Structural items.

(i) Are you aware of any past or present water leakage in the house or other structures? yes no

(ii) Are you aware of any past or present movement, shifting, deterioration or other problems with walls, foundations or other structural components? yes no

(iii) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the property? yes no

Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done, if known: \_\_\_\_\_

(7) Additions/remodeling. Have you made any additions, structural changes or other alterations to the property? yes no

If "yes," please describe: completely remodeled inside & outside

## (8) Water and sewage.

(i) What is the source of your drinking water? public community system well on property other  
If "other," please explain: \_\_\_\_\_

(ii) If your drinking water source is not public, when was your water last tested? \_\_\_\_\_

What was the result of the test? \_\_\_\_\_

Is the pumping system in working order? yes no  
If "no," please explain: \_\_\_\_\_

(iii) Do you have a softener, filter or other purification system? yes no  
If "yes," is the system leased owned

(iv) What is the type of sewage system? public sewer private sewer septic tank cesspool other  
If "other," please explain: \_\_\_\_\_

(v) Is there a sewage pump? yes no  
If "yes," is it in working order? yes no

(vi) When was the septic system or cesspool last serviced? \_\_\_\_\_

(vii) Is either the water or sewage system shared? yes no  
If "yes," please explain: \_\_\_\_\_

(viii) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items? yes no  
If "yes," please explain: \_\_\_\_\_

## (9) Plumbing system.

(i) Type of plumbing: copper galvanized lead PVC unknown other  
If "other," please explain: \_\_\_\_\_

(ii) Are you aware of any problems with any of your plumbing fixtures (including, but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)? yes no  
If "yes," please explain: \_\_\_\_\_

## (10) Heating and air conditioning.

(i) Type of air conditioning: central electric central gas wall none  
Number of window units included in sale: \_\_\_\_\_  
Location: \_\_\_\_\_

(ii) List any areas of the house that are not air conditioned: \_\_\_\_\_

(iii) Type of heating: electric fuel oil natural gas other  
If "other," please explain: \_\_\_\_\_

(iv) List any areas of the house that are not heated: all heated

(v) Type of water heating: electric gas solar other  
If "other," please explain: \_\_\_\_\_

(vi) Are you aware of any underground fuel tanks on the property? yes no  
If "yes," please describe: \_\_\_\_\_

Are you aware of any problems with any item in this section? yes no  
If "yes," please explain: \_\_\_\_\_

(11) Electrical system. Are you aware of any problems or repairs needed in the electrical system? yes no  
If "yes," please explain: \_\_\_\_\_

(12) Other equipment and appliances included in sale (complete only if applicable).

(i) Electric garage door opener  
Number of transmitters \_\_\_\_\_

(ii) Smoke detectors How many? 1  
Location: Stairway

(iii) Security alarm system  
owned leased  
Lease information: \_\_\_\_\_

(iv) Lawn sprinkler  
Number \_\_\_\_\_ Automatic timer \_\_\_\_\_

(v) Swimming pool  
Pool heater Spa/hot tub  
List all pool/spa equipment: \_\_\_\_\_

(vi) Refrigerator Range Microwave oven Dishwasher Trash compactor Garbage disposal

(vii) Washer Dryer

(viii) Intercom

(ix) 4 Ceiling fans 4 Number 2 LR (2 upstair BR)  
Location: \_\_\_\_\_

(x) Other: \_\_\_\_\_

Are any items in this section in need of repair or replacement? yes no unknown  
If "yes," please explain: \_\_\_\_\_

## (13) Land (soils, drainage and boundaries)

(i) Are you aware of any fill or expansive soil on the property? yes no

(ii) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, earth stability problems that have occurred on or that affect the property? yes no

**NOTE TO BUYER: YOUR PROPERTY MAY BE SUBJECT TO MINE SUBSIDENCE DAMAGE. MAPS OF THE COUNTY AND MINES WHERE MINE SUBSIDENCE DAMAGE MAY OCCUR AND MINE SUBSIDENCE INSURANCE ARE AVAILABLE THROUGH:**

Department of  
Environmental Protection  
Mine Subsidence Insurance Fund  
3913 Washington Road  
McMurray, PA 15317  
412-941-7100

## SELLER'S PROPERTY DISCLOSURE STATEMENT...continued

(iii) Are you aware of any existing or proposed mining, strip mining or any other excavations that might affect this property? yes ☒ no ☐

(iv) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? yes ☐ no ☒

(v) Do you know of any past or present drainage or flooding problems affecting the property? yes ☐ no ☒

(vi) Do you know of any encroachments, boundary line disputes or easements? yes ☐ no ☒ *Shared driveway*

**NOTE TO BUYER:** Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and the seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an abstract of title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

(vii) Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, etc.) or maintenance agreements? yes ☐ no ☒

Explain any "yes" answers that you give in this section: \_\_\_\_\_

### (14) Hazardous substances.

(i) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil), including, but not limited to, asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, urea-formaldehyde foam insulation (UFFI), etc.? yes ☐ no ☒

(ii) To your knowledge, has the property been tested for any hazardous substances? yes ☐ no ☒

(iii) Do you know of any other environmental concerns that might impact upon the property? yes ☐ no ☒  
Explain any "yes" answers that you give in this section: \_\_\_\_\_

(15) Condominiums and other homeowners associations (complete only if applicable).

(i) Type: condominium ☐ cooperative ☐ homeowners association ☐ other ☐  
If "other," please explain: \_\_\_\_\_

### NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES:

ACCORDING TO SECTION 3407 OF THE UNIFORM CONDOMINIUM ACT, 68 PA C.S. § 3407 (RELATING TO REALES OF UNITS) AND 68 PA C.S. § 4409 (RELATING TO REALES OF COOPERATIVE INTERESTS), A BUYER OF A REALE UNIT IN A CONDOMINIUM OR COOPERATIVE MUST RECEIVE A CERTIFICATE OF REALE ISSUED BY THE ASSOCIATION IN THE CONDOMINIUM OR COOPERATIVE. THE BUYER WILL HAVE THE OPTION OF CANCELLING THE AGREEMENT WITH RETURN OF ALL DEPOSIT MONEYS UNTIL THE CERTIFICATE HAS BEEN PROVIDED TO THE BUYER AND FOR FIVE DAYS THEREAFTER OR UNTIL CONVEYANCE, WHICHEVER OCCURS FIRST.

### (16) Miscellaneous.

(i) Are you aware of any existing or threatened legal action affecting the property? yes ☐ no ☒

(ii) Do you know of any violations of federal, state or local laws or regulations relating to this property? yes ☐ no ☒

(iii) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? yes ☐ no ☒

(iv) Are you aware of any judgment, encumbrance, lien (for example, comaker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale? yes ☐ no ☒

(v) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property? yes ☐ no ☒

(vi) Are you aware of any material defects to the property, dwelling or fixtures which are not disclosed elsewhere on this form? yes ☐ no ☒

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land. Explain any "yes" answers that you give in this section: \_\_\_\_\_

The undersigned seller represents that the information set forth in this disclosure statement is accurate and complete to the best of the seller's knowledge. The seller hereby authorizes any agent for the seller to provide this information to prospective buyers of the property and to other real estate agents. The seller alone is responsible for the accuracy of the information contained in this statement. The seller shall cause the buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following the completion of this form.

SELLER David G. Cepich DATE 5-29-00  
SELLER David G. Cepich DATE 5-29-00  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_

**EXECUTOR, ADMINISTRATOR, TRUSTEE**  
The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this disclosure statement.

DATE \_\_\_\_\_

### RECEIPT AND ACKNOWLEDGMENT BY BUYER

The undersigned buyer acknowledges receipt of this disclosure statement. The buyer acknowledges that this statement is not a warranty and that, unless stated otherwise in the sales contract, the buyer is purchasing this property in its present condition. It is the buyer's responsibility to satisfy himself or herself as to the condition of the property. The buyer may request that the property be inspected, at the buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER John G. Halley DATE 6-8-00  
BUYER David G. Cepich DATE 5/29/00  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_

## THIS DEED

made this 19<sup>th</sup> day of July, in the year Two Thousand (2000) is

BY AND BETWEEN Daniel E. Ceprish and Nicole L. Ceprish (husband and wife), of Allport, Pennsylvania, parties of the first part and hereinafter referred to as GRANTORS,

-A-N-D-

Kenneth J. Hahn and Lori A. Hahn (husband and wife), of Curwensville, Pennsylvania, as tenants by the entireties, parties of the second part and hereinafter referred to as GRANTEES.

### WITNESSETH,

that in consideration of Fifty-three Thousand Dollars (\$53,000.00) to Daniel E. Ceprish and Nicole L. Ceprish in hand paid, the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees,

ALL that certain messuage, tenement and tract of land, situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of lands of Joseph Condecho; thence along the Philipsburg Road, North ten degrees forty-five minutes (10° 45') West, sixty (60) feet to post corner of Samuel Spanogle's lot; thence along said lot two hundred (200) feet to a post and corner of Spanogle lot; thence South ten degrees forty-five minutes (10° 45') East, sixty (60) feet to post, Condecho's land; thence South eighty-three degrees forty-five minutes (83° 45') East, sixty (60) feet to post, Condecho's land; thence South eighty-three degrees forty-five minutes (83° 45') East, two hundred (200) feet to the place of beginning.

EXCEPTING AND RESERVING, NEVERTHELESS, all exceptions and reservations contained in deeds of record hereto.

BEING the same premises which Nicole L. Ceprish, formerly Nicole L. Ziembo, and Daniel E. Ceprish, wife and husband, by deed dated March 1, 1999 and recorded to Clearfield County Instrument No. 199903036, granted and conveyed unto Daniel E. Ceprish and Nicole L. Ceprish, husband and wife, the Grantors herein.

UNDER AND SUBJECT, nevertheless, to certain easements, covenants, conditions and restrictions of record.

And the Grantors hereby covenant and agree that they will warrant specially the property hereby conveyed.

Exhibit C

IN WITNESS WHEREOF, intending to be legally bound by this deed, the Grantors have hereunto  
set their hands and seals the day and year first above-written.

Daniel E. Ceprish (SEAL)  
Daniel E. Ceprish

Nicole L. Ceprish (SEAL)  
Nicole L. Ceprish

Commonwealth of Pennsylvania  
County of Centre

On this, the 19<sup>th</sup> day of July, 2000, before me, the undersigned officer, personally  
appeared Daniel E. Ceprish and Nicole L. Ceprish, husband and wife, known to me (or satisfactorily proven)  
to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed  
the same for the purpose therein contained.

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

Janice M. Dunlap  
Notary Public

Notarial Seal  
Janice M. Dunlap, Notary Public  
State College Boro, Centre County  
My Commission Expires Aug. 12, 2002



CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the within Grantees,  
is PO Box 47 ALPERT Pa 16821  
7/19/00  
Dated \_\_\_\_\_  
\_\_\_\_\_  
Attorney or agent for Grantees

CERTIFICATE OF RECORDING

Recorded in the office for the Recording of Deeds, etc. in and for Centre County in Record Book No. \_\_\_\_\_, page \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Witness my hand and seal of office.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

\_\_\_\_\_  
Recorder of Deeds

INSTRUMENT NUMBER  
200010173  
RECORDED ON  
Jul 20, 2000  
12:21:48 PM

RECORDING FEES - \$13.00  
RECORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDER \$1.00  
IMPROVEMENT FUND  
STATE TRANSFER \$530.00  
TAX  
STATE WRIT TAX \$0.50  
MORRIS TOWNSHIP \$265.00  
WEST BRANCH AREA \$265.00  
SCHOOLS  
TOTAL \$1,075.50

H. AMOS GOODALL, JR.  
Attorney at Law  
328 South Atherton Street  
State College, Pennsylvania 16801

*Goodall*





An Employee Owned Company

ALTOONA 814-944-9436  
BEDFORD 814-623-8167  
BLOOMSBURG 570-784-4445  
DUBOIS 814-371-2880  
EVERETT 814-652-2145  
HUNTINGDON 814-643-2120  
LEWISTOWN 717-248-0121

LOCK HAVEN 570-748-6750  
MILTON 570-742-9681  
MUNCY 570-546-3108  
PHILIPSBURG 814-342-4670  
STATE COLLEGE 814-238-4971  
SUNBURY 570-286-4538  
WILLIAMSPORT 570-326-4151

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY
DE	

SOLD TO	CASH

SHIP TO	CASH

ACCT. NO.	PROJECT
CASH	000
INV. NO.	000824603604
INV. DATE	DEL. DATE
08/07/00	
14:43:09	
SOLD BY	SHARON H
CUST. P.O. NO.	

\*\*\* INVOICE \*\*\*  
SLSP:203 CSHR:203  
[INP1] 1600-131 PAGE 1

SHIP.	ITEM NO.	QTY. ORD.	UM.	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
	23632778	1	EACH	EES-52D 52 GAL. WATER HEATER 7YR	1	199.990	EACH	199.99
<p>A. D. SMITH EES 52 917 A6 U4500 L4500 220-240V NF00-0039163-S24</p> <p>CUSTOMER IDENTIFICATION TAG</p>								

METHOD OF PAYMENT	RECEIVED IN GOOD CONDITION	PEN 6.00%	SUBTOTAL	199.99
CASH PAID: 220.00			SALES TAX	12.00
CHANGE DUE: 9.01	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT 211.99		

E.I.N. 25-1614595  
REMIT ALL PAYMENTS TO:  
Your Building Centers Inc.  
P.O. Box 1230  
Altoona, Pa. 16603

A FINANCE CHARGE OF 1.5% WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.  
All claims and returned goods MUST be accompanied by this bill. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Exhibit 'D'

4313 0247 9108 9547

A555A

CAROL A HAHN

12/01 V

faucet



9995459501

H & B ENTERPRISES  
KYLERTOWN PA

SIGN HERE

X

The issuer of the card identified on this item is authorized to pay the amount shown as TOTAL upon proper presentation. I promise to pay such TOTAL (together with any other charges due thereon) subject to and in accordance with the agreement governing the use of such card.

1	Hardware		55.98
DATE	AUTHORIZATION	SUB TOTAL	
12-00	045774	55.98	
	REG./DEPT. CLERK	TAX	3.32
		TIP	
		MISC.	
  5065064		TOTAL	59.70

SALES SLIP  
CUSTOMER COPY

CUSTOMER: RETAIN THIS COPY FOR YOUR RECORDS

4313 0247 9108 9547

A555A

CAROL A HAHN

12/01 V



9995459501

H & B ENTERPRISES  
KYLERTOWN PA

SIGN HERE

X

The issuer of the card identified on this item is authorized to pay the amount shown as TOTAL upon proper presentation. I promise to pay such TOTAL (together with any other charges due thereon) subject to and in accordance with the agreement governing the use of such card.

QTY	CLASS	DESCRIPTION	PRICE	AMOUNT
2		Connectors	4.45	8.90
1		Nipple		1.99
1		CLP		1.79
1		Faucet		54.99
DATE	AUTHORIZATION	SUB TOTAL		
8-15-00	035164	67.67		
	REG./DEPT. CLERK	TAX		4.06
		TIP		
		MISC.		
  5630227		TOTAL		71.73

SALES SLIP  
MERCHANT COPY

4313 0247 9108 9547

A555A

CAROL A HAHN



12/01 V

9995459501

H & B ENTERPRISES  
KYLERTOWN PA

SIGN HERE

The issuer of the card identified on this item is authorized to pay the amount shown as TOTAL upon proper presentation. I promise to pay such TOTAL (together with any other charges due thereon) subject to and in accordance with the agreement governing the use of such card.

1	Plumbing		7.49
1	Plumbing	6.99	13.98
1	Plumbing	7.99	5.98
DATE	AUTHORIZATION	SUB TOTAL	
8-9-00	045750	27.25	
	REG./DEPT. CLERK	TAX	1.64
		TIP	
		MISC.	
  5065069		TOTAL	28.89

SALES SLIP  
CUSTOMER COPY

CUSTOMER: RETAIN THIS COPY FOR YOUR RECORDS

Exhibit 1



# GRAMPIAN HARDWARE, INC.

TV & Appliances  
Main Street P.O. Box 124  
GRAMPIAN, PENNSYLVANIA 16838  
(814) 236-2670 800-834-1615

Terms: Net 30 - 1½% Svc. charge after 30 days. \$2 min. charge.

CUSTOMER'S ORDER NO.	PHONE	DATE
		8-9-00
NAME		
Ken Hahn		
ADDRESS		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT	
QTY.	DESCRIPTION					PRICE	AMOUNT
1	1 1/2" vent washer						1.29
1	1 1/2" x 6" extension tube						1.39
1	1 1/2" x 1 1/4" T-Trap						6.19
2	P-Trap connector					4.99	9.98
2	03 1/4" adapter					1.05	2.10
2	nipples					2.99	5.98
							26.93
						-101.	26.9
							24.24
						Tax	1.45
							25.69
						TAX	
RECEIVED BY						TOTAL	

D PRODUCT 610T

All claims and returned goods must be accompanied by this bill.

26077



To Reorder Call  
1-800-225-6390

THANK YOU

Exhibit 'F'



An Employee Owned Company

ALTOONA 814-944-9436	LOCK HAVEN 570-748-6750
BEDFORD 814-623-8167	MILTON 570-742-9681
BLOOMSBURG 570-784-4445	MUNCY 570-546-3108
DUBOIS 814-371-2880	PHILIPSBURG 814-342-4670
EVERETT 814-652-2145	STATE COLLEGE 814-238-4971
HUNTINGDON 814-643-2120	SUNBURY 570-286-4538
LEWISTOWN 717-248-0121	WILLIAMSPORT 570-326-4151

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

SOLD TO	CASH

SHIP TO	CASH

ACCT. NO.	PROJECT
CASH	000
INV. NO.	000824603603
INV. DATE	DEL. DATE
08/07/00	
14:41:49	
SOLD BY	SHARON H
CUST. P.O. NO.	

\*\*\* INVOICE \*\*\*  
 SLSP:203 CSHR:203  
 [INP1] 1600-131 PAGE 1

SHIP.	ITEM NO.	QTY.	ORD.	UM	DESCRIPTION	QTY. SHIP	UNIT PRICE	PER	NET AMT.
	36CL26M	1		EA	CL26M 2 HDL KITCHEN CHROME	1	32.990	EA	32.99
	36401005	1		EACH	3/8"X20" SINK TUBE	1	2.590	EACH	2.59
	36424972	1		EACH	1/2 PT CLEAR PVC CEMENT	1	2.190	EACH	2.19
	36430983	4		EACH	1/2 UNION CPVC	4	4.490	EACH	17.96
	36424561	2		EACH	1/2" STRAIGHT VALVE	2	4.490	EACH	8.98
	36408093	1		EACH	SMALL TUBING CUTTER	1	3.990	EACH	3.99
	36407976	2		EA	UNCOPPER 3/4" MALE ADAPTER	2	3.990	EA	7.98
	36427666	3		EA	3/4" CPVC GLOBE VALVE	3	2.390	EA	7.17
	36427728	1		EA	1/2" CPVC GLOBE VALVE	1	2.190	EA	2.19
	36427728	3		EA	1/2" CPVC GLOBE VALVE	3	2.190	EA	6.57
	35782825	2		EACH	DO-IT BEST PAINTERS TAPE 2"	2	2.890	EACH	5.78
	35785016	3		EACH	ONE COAT SMOOTH ROLLER	3	3.790	EACH	11.37
	36403652	6		EA	1/2" CPVC FEMALE ADAPTER	6	0.890	EA	5.34
	36434514	6		EA	1/2" CPVC CAP	6	0.290	EA	1.74
	36450707	1		EACH	TEFLON TAPE 1/2"	1	0.890	EACH	.89
	36434532	2		EA	1/2" CPVC MALE ADAPTER	2	0.290	EA	.58
	36434818	1		EA	3/4" X 1/2" CPVC BUSHING	1	0.240	EA	.24

METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

SUBTOTAL  
SALES TAX

CUSTOMER SIGNATURE

PLEASE PAY THIS AMOUNT

E.I.N. 25-1614595  
 REMIT ALL PAYMENTS TO:  
 Your Building Centers Inc.  
 P.O. Box 1230  
 Altoona, Pa. 16603

A FINANCE CHARGE OF 1.5% WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.  
 All claims and returned goods MUST be accompanied by this bill. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY



ALTOONA 814-944-9436	LOCK HAVEN 570-748-6750
BEDFORD 814-623-8167	MILTON 570-742-9681
BLOOMSBURG 570-784-4445	MUNCY 570-546-3108
DUBOIS 814-371-2880	PHILIPSBURG 814-342-4670
EVERETT 814-652-2145	STATE COLLEGE 814-238-4971
HUNTINGDON 814-643-2120	SUNBURY 570-286-4538
LEWISTOWN 717-248-0121	WILLIAMSPORT 570-326-4151

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

Exhibit 'G'



An Employee Owned Company

ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

SOLD TO	CASH
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SHIP TO	CASH
---------	------

ACCT. NO.	PROJECT
CASH	000
INV. NO.	000824603603
INV. DATE	DEL. DATE
08/07/00	
14:41:49	
SOLD BY	SHARON H
CUST. P.O. NO.	

\*\*\* INVOICE \*\*\*  
 SLSP:203 CSHR:203  
 [INP1] 1600-131 PAGE 2

SHIP.	ITEM NO.	QTY.	ORD.	UM	DESCRIPTION	QTY. SHIP	UNIT PRICE	PER	NET AMT.
	36434710	15		EA	3/4" CPVC COUPLER	15	0.240	EA	3.60
	36434612	20		EA	3/4" CPVC 90 EL	20	0.310	EA	6.20
	36419719	8		EACH	3/4X3/4X1/2 CPVC TEE	8	0.690	EACH	5.52
	36434505	12		EA	1/2" CPVC TEE	12	0.220	EA	2.64
	36434480	30		EA	1/2" CPVC 90 EL	30	0.150	EA	4.50
	36434523	20		EA	1/2" CPVC COUPLER	20	0.180	EA	3.60
	36404912	2		EACH	1/2"X1/2" FEMALE DROP EAR EL	2	0.990	EACH	1.98
	36434471	17		EA	52105 1/2 PLASTIC STRAP	17	0.170	EA	2.89
	41386448	1		EACH	#50 HACKSAW FRAME	1	3.990	EACH	3.99
	36434462	8		EACH	1/2" X 10' CPVC	8	2.490	EACH	19.92
	36434836	8		EACH	3/4" X 10' CPVC	8	4.490	EACH	35.92

METHOD OF PAYMENT	RECEIVED IN GOOD CONDITION	PEN 6.00%	SUBTOTAL	209.31
VISA	221.87 AUTH: 45753		SALES TAX	12.56
CUSTOMER SIGNATURE			PLEASE PAY THIS AMOUNT	
			221.87	

E.I.N. 25-1614595  
 REMIT ALL PAYMENTS TO:  
 Your Building Centers Inc.  
 P.O. Box 1230  
 Altoona, Pa. 16603

A FINANCE CHARGE OF 1.5% WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.  
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CUSTOMER COPY

Exhibit 'H'

Qty	Craft @	Hours	Unit	Material	Labor	Equipment	Total
Larry Allen Construction Rd. 2 box 354 b Morrisdale, Pa. 16858 345-5425							
Ken and Lauri Haun							
Remove all roofing material then sheet roof with 7/16 osb board, install drip edge, install storm sheild on eaves and valleys, instal new flashing where needed Any rotted timbers, rafters etc will be billed as time and material							
roof							
Laminated asphalt shingles 25 year replace, standard grade (250 to 300 lb)							
18.00	6R@37.08		sq	1,242.00	1,524.60	0.00	2,766.60
Laminated asphalt shingles remove, all grades							
18.00	1D@18.36		sq	0.00	453.60	0.00	453.60
Roll roofing replace, 90 lb							
4.00	6R@3.960		sq	100.40	162.80	0.00	263.20
Roll roofing remove, all weights							
4.00	1D@2.948		sq	0.00	72.80	0.00	72.80
Oriented strand board (OSB) sheathing 1/2" thick, replace							
2000.00	6C@24.00		sf	580.00	780.00	0.00	1,360.00
Dumpster 30 cy, rental							
1.00	—@.0000		ea	0.00	0.00	360.00	360.00

## kitchen

Plywood underlayment remove							
19.00	1D@15.20		sy	0.00	376.20	0.00	376.20
Hardboard underlayment replace, 1/4"							
19.00	5I@3.306		sy	209.00	107.54	0.00	316.54
Minimum charge for painting work above kitchen sink							
1.00	5F@.6940		ea	30.00	26.70	0.00	56.70

## living room

Exhibit 'I'

Qty	Craft @	Hours	Unit	Material	Labor	Equipment	Total
<b>Steel entry door</b>							
replace, standard grade							
1.00	1C@6.000		ea	250.00	225.00	0.00	475.00
<b>wood entry door</b>							
remove, entry door							
1.00	1D@1.000		ea	0.00	24.70	0.00	24.70
<b>computer room</b>							
1/2" drywall installed							
replace, with smooth-wall finish							
324.00	6D@13.61		sf	152.28	466.56	0.00	618.84
<b>Hardboard paneling</b>							
replace, standard grade							
112.00	8P@3.696		sf	89.60	119.84	0.00	209.44
<b>Paint plaster or drywall</b>							
1 coat							
324.00	5F@1.944		sf	38.88	74.52	0.00	113.40
<b>Paint plaster or drywall</b>							
prime							
324.00	5F@1.944		sf	35.64	74.52	0.00	110.16
<b>empty room</b>							
<b>Remove drywall</b>							
remove, drywall & prep walls							
220.00	1D@1.760		sf	0.00	44.00	0.00	44.00
<b>1/2" drywall installed</b>							
replace, with smooth-wall finish							
220.00	6D@9.240		sf	103.40	316.80	0.00	420.20
<b>Paint plaster or drywall</b>							
prime							
434.00	5F@2.604		sf	47.74	99.82	0.00	147.56
<b>Paint plaster or drywall</b>							
1 coat							
434.00	5F@2.604		sf	52.08	99.82	0.00	151.90
<b>Interior doors</b>							
replace, mahogany or birch veneer							
1.00	1C@.6000		ea	75.20	22.50	0.00	97.70
<b>attic</b>							
Fiberglass batt insulation in ceiling, attic or floor							
R30 (9-1/2" deep)							
480.00	1I@5.760		sf	427.20	158.40	0.00	585.60
<b>cellar</b>							
2" x 8" joist system, replace							
16" on center							
140.00	6C@3.360		sf	155.40	109.20	0.00	264.60
<b>bathroom</b>							
Bathroom vanity cabinet							
remove for work, then reinstall							

Qty	Craft @	Hours	Unit	Material	Labor	Equipment	Total
4.00	2I@2.616		lf	0.00	81.20	0.00	81.20
Solid-surface countertop remove countertop							
8.00	1D@1.056		sf	0.00	26.08	0.00	26.08
high-tank toilet remove for work, then reinstall							
1.00	7P@3.690		ea	1.68	149.00	0.00	150.68
Remove for work, then reinstall cast iron or steel							
1.00	7P@5.270		ea	0.00	213.00	0.00	213.00
Plywood underlayment rotted wood etc remove							
8.00	1D@12.00		sy	0.00	296.00	0.00	296.00
Particleboard underlayment replace, 3/4"							
8.00	5I@5.520		sy	144.00	179.20	0.00	323.20
Resilient tile floor replace, standard grade							
70.00	5I@7.000		sf	119.00	227.50	0.00	346.50
Check electrical circuits in average size home							
1.00	7E@5.650		ea	0.00	222.00	0.00	222.00
120 volt dedicated appliance circuit Wiring runs							
120 volt dedicated appliance circuit with up to 26 lf #12/2 wire							
6.00	9E@6.120		ea	210.00	209.40	0.00	419.40
20 volt wiring with GFCI for bathroom ceiling heater Wiring runs							
120 volt wiring with GFCI for bathroom up to 24 lf of #12/2 wire							
1.00	9E@.8220		ea	41.50	28.10	0.00	69.60
20 volt wiring with GFCI for bathroom ceiling heater Wiring runs							
120 volt wiring with GFCI for kitchen with up to 24 lf of #12/2 wire							
1.00	9E@.8220		ea	41.50	28.10	0.00	69.60
120 volt wiring with GFCI for bathroom ceiling heater Wiring runs							
120 volt wiring with GFCI for basement with up to 100 lf of #12/2 wire							
4.00	9E@3.288		ea	166.00	112.40	0.00	278.40
<b>Total Manhours, Material, Labor, and Equipment:</b>							
213.5				4,312.50	7,111.90	360.00	11,784.40
<b>Subtotal:</b>							11,784.40



Qty	Craft @	Hours	Unit	Material	Labor	Equipment	Total
Estimate Total:							11,784.40

11-6-00 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*Is [Signature]*  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)  
NO. 00-  
-CD

KENNETH J. HAHN, et ux,  
Plaintiffs  
VS.

DANIEL E. CEPRIKH, et ux,  
Defendants

COMPLAINT

FILED

OCT 06 2000  
William A. Shaw  
Prothonotary

*pd 882000 -  
de city edition not*

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket #

10267

HAHN, KENNETH J. & LORI A.

00-1247-CD

VS.

CEPRISH, DANIEL E. & NICOLE L.

**COMPLAINT**

**SHERIFF RETURNS**

NOW NOVEMBER 2, 2000 AT 2:53 PM EST SERVED THE WITHIN COMPLAINT ON DANIEL E. CEPRISH AND NICOLE L. CEPRISH, DEFENDANTS AT EMPLOYMENT, 221 E. MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOSEPH COLAVECCHI, ATTORNEY FOR DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SNYDER

**Return Costs**

Cost Description

27.65 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

NOV 03 2000  
03:24  
W  
CLEARFIELD

Sworn to Before Me This

3rd Day Of November 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

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

VS.

NO. 00-1247-CD

DANIEL E. CEPRISH and  
NICOLE L. CEPRISH,  
Defendants

**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY OF SAID COURT:

Please reinstate the Complaint filed in the above captioned action.

  
R. DENNING GEARHART, ESQUIRE

Dated: November 6, 2000

NOV 06 2000

WITNESSES  
Prothonotary

~~Deputy Prothonotary~~

Compliant bus. to attn

10257.00

NOV 06 1997  
01:42 10th Street

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife  
Plaintiffs

vs.

DANIEL E. CEPRISH and NICOLE  
L. CEPRISH,  
Defendants

:  
:  
:  
:  
:  
:  
:  
:  
:  
:

No. 00-1247-CD

PRAECIPE TO ENTER  
APPEARANCE

Filed on behalf of

Defendant

Counsel of Record for  
this Party:

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

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

FILED

NOV 16 2000

01 2116  
William A. Shaw  
Prothonotary

2 1/2 PM TO ATT

E 726

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife  
Plaintiffs

vs.

No. 00-1247-CD

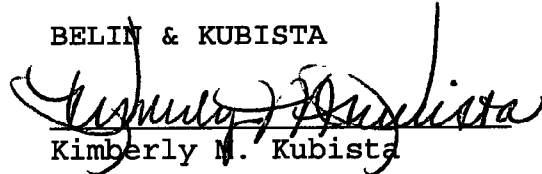
DANIEL E. CEPRISH and NICOLE  
L. CEPRISH,  
Defendants

PRAECIPE TO ENTER APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendants  
in reference to the above captioned action.

BELIN & KUBISTA



Kimberly M. Kubista

Date: 11-15-00

**BELIN & KUBISTA**

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

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**FILED**

NOV 16 2000

William A. Shaw  
Prothonotary

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

KENNETH J. HAHN and :  
LORI A. HAHN, husband and wife, :  
Plaintiffs :  
VS. : NO. 00-1247-CD  
:  
DANIEL E. CEPRISH and :  
NICOLE L. CEPRISH, :  
husband and wife, :  
Defendants :

CASE NUMBER: 00-1247-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: AMENDED COMPLAINT

FILED ON BEHALF OF: Plaintiffs

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

FILED

DEC 12 2000

William A. Shaw  
Prothonotary

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

KENNETH J. HAHN and	:	
LORI A. HAHN, husband and wife,	:	
Plaintiffs	:	
VS.	:	NO. 00-1247-CD
	:	
DANIEL E. CEPRISH and	:	
NICOLE L. CEPRISH,	:	
husband and wife,	:	
Defendants	:	

**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 A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 Ext. 50-51

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

KENNETH J. HAHN and	:	
LORI A. HAHN, husband and wife,	:	
Plaintiffs	:	
VS.	:	NO. 00-1247-CD
	:	
DANIEL E. CEPRISH and	:	
NICOLE L. CEPRISH,	:	
husband and wife,	:	
Defendants	:	

**AMENDED COMPLAINT**

**AND NOW**, come the Plaintiffs, KENNETH J. HAHN and LORI A. HAHN,  
by and through their attorney, R. DENNING GEARHART, who aver as follows:

1. That Plaintiffs are KENNETH J. HAHN and LORI A. HAHN,  
husband and wife, who reside at P.O. Box 47, Allport, Clearfield County, Pennsylvania  
16821.
2. That Defendants are DANIEL E. CEPRISH and NICOLE L. CEPRISH,  
husband and wife, who reside at P.O. Box 28, Allport, Clearfield County, Pennsylvania  
16821.
3. That on or about June 8, 2000 the parties entered into an Agreement  
of Sale for the sale of a certain piece of real estate. That Agreement of Sale is attached  
hereto as Exhibit 'A'.
4. That included in that Agreement of Sale was a Seller's Property  
Disclosure Statement that was executed by the parties, and is attached hereto as Exhibit  
'B'.

5. That pursuant to that Agreement of Sale, the Defendants did tender to the Plaintiffs a Deed which is attached hereto as Exhibit 'C', and upon which are described the premises which is the subject of this action.

6. That upon moving into said premises, the Plaintiffs did find the following inaccuracies in the disclosure statement marked as Exhibit 'B':

a. That to paragraph 6(ii), the Defendants failed to disclose the extensive fire damage. Upon moving into the house, the Plaintiffs commenced repair of the roof and at that time it was noticed that there was an entire room between the two bedrooms in the upstairs which had had extensive fire damage, which had been hidden by paneling and roofing rather than repaired. In addition, there were scorch marks evident on the wall which had also been hidden.

b. That to paragraph 3(iii), when asked if the roof ever leaked during your ownership, the Defendants answered "no" when, in fact, there is evidence of substantial damage from leakage. This evidence includes water marks on the ceiling and evidence of water steadily leaking through the ceiling each time there is a rain storm. Also, substantial damage to the drywall and evidence of attempts to paint over water marks on the ceilings and various rooms of the house. In addition, there is an indication of water leakage in the valley of the roof.

c. That to paragraph 5(i), (ii), (iii) and (iv) Defendants answered "no" to damages involving termites, wood destroying insects, dry rot or pests. There is evidence of substantial damage caused by these pests. The supporting beams on the floor have been weakened by damage from these pests.

d. That to paragraph 6(i) the Defendants answered "no" to the question of "Are you aware of any past or present water leakage in the house". When, in fact, there is evidence of substantial leakage.

e. That to paragraph 9(i) when asked for type of plumbing, the Defendants answered "PVC", when, in fact, it was old copper plumbing in need of repair.

f. That to paragraph 9(iv) Defendants advised Plaintiffs that all areas of the house were heated, when, in fact, several of the rooms were without heat.

g. That to paragraph 12(ii) the Defendants listed the existence of a smoke detector, whereupon they removed the same before the transfer of the house.

7. Plaintiffs attempted to repair several items, including but not limited to, the roof, a window due to fire damage, water heater and plumbing.

8. That the cost of materials for said repairs total \$619.87 and receipts are attached hereto as Exhibits "D" thru "H".

9. That Plaintiffs spent 110 hours endeavoring to make these repairs with a reasonable fee for his services being \$15.00 an hour. Thus labor costs were \$1,650.00.

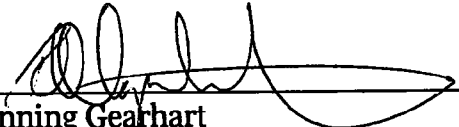
10. The Plaintiffs contacted Larry Allen Construction who undertook to give an estimate of what it would take to repair, or put the property in a condition promised by the Agreement of Sale with the Disclosure Statement. His estimate was that such repairs would cost \$11,784.40 and is attached hereto as Exhibit 'I'. This does not include the estimated \$10,000.00 that it would take to repair fire damages mentioned in paragraph 6(a).

11. That Plaintiffs were induced into entering into this Agreement of Sale by the fraudulent and false representation of the Defendants.

12. That Plaintiffs will have to spend the amount of \$21,784.40 in order to receive the house and property in the condition that they reasonably expected based on the Defendants fraudulent statement.

**WHEREFORE**, Plaintiffs pray your Honorable Court to enter judgment in their favor and against the Defendants in the amount of \$24,054.27.

Respectfully submitted,

  
\_\_\_\_\_  
R. Denning Gearhart  
Attorney for Plaintiffs


COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

**AFFIDAVIT**

Before me, the undersigned officer, personally appeared, KENNETH J. HAHN and LORI A. HAHN, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Amended Complaint are true and correct to the best of their knowledge, information, and belief.

  
\_\_\_\_\_

KENNETH J. HAHN


  
\_\_\_\_\_

LORI A. HAHN

Sworn to and subscribed

before me this 12th day

of December, 2000.

  
Notary Public

Notarial Seal  
Jennifer A. Cutler, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires June 17, 2003

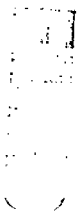


IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)  
NO. 00-1247-CD

KENNETH J. HAHN, et ux,  
Plaintiffs  
VS.

DANTEL E. CEPRIKH, et ux,  
Defendants

Amended Complaint



DEC 12 2000

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William A. Gearhart  
Prothonotary

*Handwritten:* clear  
1/23

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

DANIEL E. CEPRISH and  
NICOLE L. CEPRISH,  
husband and wife,  
Defendants

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No. 00-1247-CD

ANSWER TO AMENDED  
COMPLAINT AND NEW  
MATTER

Filed on behalf of

Defendants

Counsel of Record for  
this Party:

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

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

FILED

JAN 02 2001

William A. Shaw  
Prothonotary

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

No. 00-1247-CD

DANIEL E. CEPRISH and  
NICOLE L. CEPRISH,  
husband and wife,  
Defendants

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this New Matter 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 Counterclaim or for any other claim or relief requested by the Defendants. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Market & Second Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 1300

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

DANIEL E. CEPRISH and  
NICOLE L. CEPRISH,  
husband and wife,  
Defendants

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No. 00-1247-CD

ANSWER TO AMENDED COMPLAINT  
AND NEW MATTER

NOW COMES the Defendants, DANIEL E. CEPRISH and NICOLE L. CEPRISH, by and through their attorneys, Belin & Kubista, and sets forth the following Answer to Amended Complaint and New Matter, and in support thereof would aver as follows:

1. Paragraph 1 is admitted.

2. Paragraph 2 is admitted.

3. Paragraph 3 is admitted.

4. Paragraph 4 is admitted.

5. Paragraph 5 is admitted.

6a) Paragraph 6a is denied that the Defendants had knowledge of extensive fire damage to the home. It is further denied that Defendants made any effort to hide fire damage by way of paneling and roofing or that there were scorch marks on the wall.

6b) Paragraph 6b is admitted in part and denied in part. It is admitted that the Defendants' answered "No" regarding roof leakage. It is further admitted that there was a water mark on the ceiling which was pointed out to the Plaintiffs during their inspection of the home. It is denied that water ever leaked through the ceiling during Defendants' ownership. It

is denied that Defendants had knowledge as to substantial damage to the drywall or there were attempts to paint over water marks on the ceilings and various rooms of the house. It is further denied that Defendants had knowledge of water leakage in the valley of the roof.

6c) Paragraph 6c is admitted in part and denied in part. It is admitted that Defendants answered "No" to paragraphs 5(i), (ii), (iii) and (iv) as to damages involving termites, wood destroying insects, dry rot or pests. It is further denied that there is evidence of substantial damage caused by these pests or damages to the support beam which occurred during the ownership of the premises by Defendants.

6d) Paragraph 6d is admitted in part and denied in part. It is admitted that to paragraph 6(i) the Defendants answered no to the question of "Are you aware of any past or present water leakage in the house.". It is denied that there is evidence of substantial leakage which occurred during the ownership of the premises by the Defendants.

6e) Paragraph 6e is admitted in part and denied in part. It is admitted that to paragraph 9(i) when asked for type of plumbing, the Defendants answered PVS. It is denied that there was old copper plumbing in need of repair as Defendants actually replaced the plumbing during their ownership.

6f) Paragraph 6f is admitted in part and denied in part. It is admitted that to paragraph 9(iv) Defendant advised Plaintiffs that all areas of the house were heated. It is denied that several of the rooms were without heat.

6g) Paragraph 6g is admitted.

7. Paragraph 7 is neither admitted nor denied in that after reasonable investigation, Defendants are without sufficient knowledge or information to form a belief to this averment.

8. Paragraph 8 is admitted that certain receipts are attached to the Complaint as Exhibits D through H. It is denied that the total cost of materials were utilized for the repairs indicated.

9. Paragraph 9 is neither admitted nor denied in that after reasonable investigation, Defendants are without sufficient knowledge or information to form a belief to this averment. In addition thereto, it is specifically denied that any repairs were necessary.

10. Paragraph 10 is admitted in part and denied in part. It is admitted that there is an estimate by Larry Allen Construction attached to the Complaint as Exhibit I. It is denied that any repairs were needed to place the property in a condition promised by the Agreement of Sale with the disclosure statement. It is denied that Defendants are in anyway responsible for an additional \$10,000.00 to fix the alleged fire damage mentioned in paragraph 6a.

11. Paragraph 11 is denied that the Plaintiffs were induced to enter into this Agreement of Sale by the fraudulent and false representation of the Defendants.

12. Paragraph 12 is denied that Plaintiffs will have to spend any amounts in order to receive the house and property in the condition as promised by the Agreement of Sale.

WHEREFORE, Defendants request Your Honorable Court to dismiss Plaintiffs' Complaint.

NEW MATTER

13. Paragraph 1 through 12 of Defendants' Answer to Complaint are incorporated herein by reference as though set forth in full.

14. That Plaintiffs entered into an Agreement of Sale dated June 8, 2000. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein by reference as though set forth in full.

15. That in said Agreement of Sale, the Plaintiffs, through their signatures, have indicated that they "thoroughly examined the property to be conveyed and relies solely on his own judgment in making this agreement to purchase, and that there are no agreements, understandings or representations made either by seller, broker or broker's representatives that are not set forth herein. Buyer acknowledges receipt of an exact copy of this agreement."

16. That Defendants also executed a disclosure statement which contained a notice to Plaintiffs indicating that the Defendants have answered the disclosure statement based on their personal knowledge of the property. A copy of said notice and disclosure statement is attached hereto as Exhibits "B" and "C" and incorporated herein by reference as though set forth in full.

17. That in addition, pursuant to the notice, it indicated that the Defendants were not required to hire people to do inspections of the property to verify its contents.

18. That Plaintiffs received a copy of said notice as well as the disclosure statement.

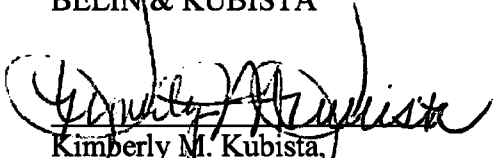
19. That all provisions of the disclosure statement were made in accordance with the Defendants' personal knowledge of the property as well as to what the condition of the property was in during their ownership.

20. That in addition to the personal inspection, it is believed that the Plaintiffs received an inspection from a third party pursuant to their mortgage requirements prior to closing on the home.

21. That this action is frivolous and without merit.

WHEREFORE, Defendants requests Your Honorable Court to dismiss  
Plaintiffs' Complaint.

BELIN & KUBISTA



Kimberly M. Kubista,  
Attorney for Defendants



COMMONWEALTH OF PENNSYLVANIA

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SS

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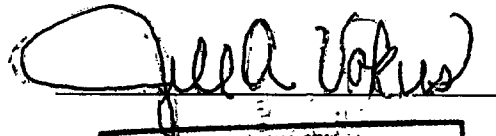
COUNTY OF CLEARFIELD

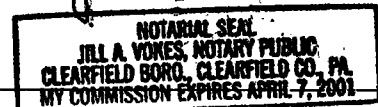
Before me, the undersigned Officer, personally appeared DANIEL E. CEPRISH and NICOLE L. CEPRISH, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing ANSWER and NEW MATTER are true and correct to the best of their knowledge, information and belief.

  
DANIEL E. CEPRISH

  
NICOLE L. CEPRISH

SWORN and SUBSCRIBED before me this 29<sup>th</sup> day of December, 2000.





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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

DANIEL E. CEPRISH and  
NICOLE L. CEPRISH,  
husband and wife,  
Defendants

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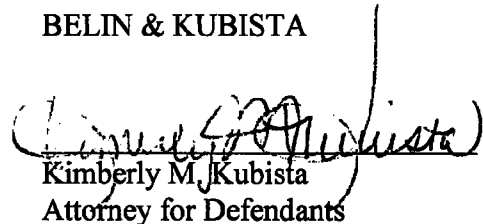
No. 00-1247-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Answer to  
Amended Complaint and New Matter in the above captioned matter to the following party by  
first-class, postage prepaid mail on the 2nd day of December, 2000:

R. Denning Gearhart, Esquire  
215 E. Locust Street  
Clearfield, PA 16830

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Defendants



# Deposit Receipt and Agreement of Sale

NEW HORIZONS REAL ESTATE CO.

(814) 355-8500

Agreement made this 8 day of June, 2000, on property known as No. AP602 NEW HORIZONS REAL ESTATE CO.

list at 123 N. ALLEGHENY STREET BELLEFONTE, PA 16823

SELLER: Daniel E. and Nicole L. Deprish  
(Complete names, seller and spouse)

, by and between

P.O. Box 28, Rt. 53 and  
allport, PA

BUYER: Kenneth J. Hahn and Lori A. Hahn  
(Complete names, buyer and spouse)

P.O. Box 36 A  
Curwensville, PA 16833

Seller agrees, in consideration of the sum of \$ 53,000.00 to be fully paid as hereinafter mentioned, to sell to the buyer the following described property, located in the County of Clearfield, State of PA.

REAL ESTATE: Single family residence in Morris Township. Legally described in deed book, instrument # 199903036. Tax parcel 124-088-491A

PERSONAL PROPERTY: Stove, refri, dishwasher.

WATER: Public.

SEWERAGE: Public.

FUEL: Whatever fuel is in premises (oil, coal, gas, wood) will stay at no cost to Buyer

And the buyer agrees to purchase said property at said consideration and to pay the same as follows:  
All deposit monies to be held in escrow account by NEW HORIZONS REAL ESTATE CO.

Amount paid on execution of this agreement: (State whether cash, personal check, money order, bank draft, note, etc.) \$ 0

Additional amount to be paid on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ : \$ \_\_\_\_\_

Existing deed of trust, mortgage, or encumbrance, buyer assumes and agrees to pay: (amount, payment terms, interest rate) \$ \_\_\_\_\_

And the buyer agrees to pay the balance as follows: \$53,000 on or before July 14, 2000.

This Agreement is contingent on Buyer obtaining VA mortgage at current rates, terms and conditions.

Transfer tax will be shared equally. Real estate will be provided

NEW HORIZONS IS AGENT for Seller. Seller will pay entire 3.9 % commission

All deferred payments not already secured by existing deed of trust or mortgage are to be evidenced by note or notes signed by buyer, secured by deed of trust, mortgage or land contract on said real estate with interest from date of closing of sale at the rate of \_\_\_\_\_ per cent per annum.

And the seller, on receiving such payment at the time and in the manner above mentioned, shall at his own cost and expense, make, execute and deliver to buyer, or to buyer's heirs or assigns, a good and sufficient Deed for the proper conveying and ensuring of the said premises in fee simple, free from all encumbrances, and dower or right of dower, such conveyance to contain the usual covenants of warranty. Buyer will accept public utilities and public roads as common encumbrances. (Insert here any other restrictions, easements, or covenants running with the land.) as of record.

Deed ☒ Contract for deed ☐ shall be delivered on or before the 14 day of July, 2000. Taxes, fire and/or casualty insurance costs, and rents shall be pro-rated as of date of closing. Seller may remain in possession, rent free, until 20 days after settlement.

The risk of loss or damage by fire or act of God prior to consummation of this agreement is hereby assumed by seller.

Possession of premises shall be given on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ 20 days after settlement.

It is agreed that if either seller or buyer fails or neglects to perform his part of this agreement he shall forthwith pay as liquidated damages to the other party a sum equal to ten per cent of the agreed price of sale.

It is agreed that the buyer has thoroughly examined the property to be conveyed and relies solely on his own judgment in making this agreement to purchase, and that there are no agreements, understandings or representations made either by seller, broker or broker's representatives that are not set forth herein. Buyer acknowledges receipt of an exact copy of this agreement.

It is agreed and understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties.

Kenneth J. Hahn 06/08/00  
DATE  
Lori A. Hahn 6-8-00  
DATE  
BUYER

Daniel E. Deprish 6-9-00  
DATE  
Nicole L. Deprish 6-9-00  
DATE  
SELLER

\* A Real Estate Recovery Fund exists to reimburse any person (final judgment against a Pennsylvania real estate licensee on representation, or deceit in a real estate transaction and who to collect the judgment after exhausting all legal and equitable complete details about the fund, call (717) 793-3658.

8 L. Pleasant Valley Blvd. 129 Market St. 26 321 Pine St. Suite 200  
P.O. Box 16501 Lewisburg, PA 17037 Williamsport, PA 17701

EXHIBIT

A

Branch Offices:

JOHN PETUCK  
BROKER

Street 110 E. Proconville Street 928 W. College Ave.



123 N. ALLEGHENY ST., BELLEFONTE, PA 16823

(814) 353-8500

**Branch Offices:**

925 W. College Ave.  
State College, PA 16801  
(814) 231-8540

112-A Woodward Ave.  
Lock Haven, PA 17045  
(570) 748-4500

26 S. 2nd Street  
Clontarf, PA 16830  
(814) 788-9500

179 Market St. 2C  
Lewisburg, PA 17037  
(570) 524-2248

116 E. Prosser Street  
Philipsburg, PA 16866  
(814) 342-4010

500 E. Pleasant Valley Blvd.  
Allentown, PA 16601  
(814) 842-4500

321 Pine St. Suite 203  
Williamsport, PA 17701  
(570) 322-0737

**ADDENDUM**

This addendum amends, by additional provision herein, that certain DEPOSIT RECEIPT AND AGREEMENT OF SALE, by and between the undersigned, dated *June 9, 2000* on property known as NEW HORIZONS LISTING # *AP602* at Bellefonte, PA

1. The property herein was shown to (Buyer) *Hahn* on *June 7, 2000* by Owner or Representative. *Cepusik*
2. It is the intent of the Seller herein to convey the property as it was shown to the Buyer on the date shown above.
3. All inspections, tests, surveys, repairs, improvements, additions, deletions or other requested by the Lender or Buyer will be the responsibility of the Lender or Buyer and at the Lender or Buyer expense. Such inspections, tests, surveys or other will be completed no later than (date) with a copy of the results sent to the Seller herein or they will be considered to be waived by the Buyer or Lender. If the results of the tests, inspections etc. are unsatisfactory to Buyer or Lender, Buyer may cancel this Agreement. All money held in escrow will be returned to Buyer. *July 3, 2000*
4. Buyer acknowledges that a signed copy of a FULL DISCLOSURE STATEMENT has been received.
5. If either Buyer or Seller herein requests that a SALES AGREEMENT BE prepared to replace this one, the party requesting the AGREEMENT will be responsible to pay the Attorney to prepare it. Each party will review the new AGREEMENT BEFORE SIGNATURES.
6. Other terms and conditions.  
*Seller herein will grant \$1,000 to Buyer at settlement toward closing costs.*

As herein amended, the aforesaid DEPOSIT RECEIPT AND AGREEMENT OF SALE is ratified in all respects.

BUYER  
BUYER

*[Signature]*  
*[Signature]*

DATE *06/08/00*  
DATE *6-8-00*

SELLER  
SELLER

*[Signature]*  
*[Signature]*

DATE *6-9-00*

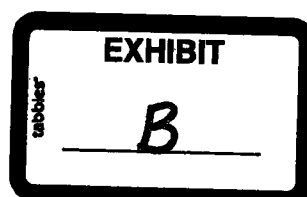
**IMPORTANT NOTICE TO BUYERS**

PENNSYLVANIA LAW REQUIRES THAT ALL SELLERS MUST COMPLETE, SIGN AND DELIVER TO A BUYER OF THEIR RESIDENTIAL REAL ESTATE A SELLERS PROPERTY DISCLOSURE STATEMENT.

YOU ARE NOT OBLIGATED TO COMPLETE THE PURCHASE OF THE SELLER'S PROPERTY UNLESS YOU HAVE BEEN PROVIDED WITH A COMPLETED AND SIGNED ORIGINAL COPY OF THIS FORM.

THE INFORMATION ON THIS FORM MUST BE TRUE AND CORRECT AND BASED ON THE SELLER'S PERSONAL KNOWLEDGE OF TIRE PROPERTY. THE SELLER IS NOT REQUIRED TO HIRE PEOPLE TO DO INSPECTIONS OF THE PROPERTY TO VERIFY ITS CONDITION. HOWEVER, ANY INTENTIONAL MISSTATEMENTS OR OMISSIONS COULD MAKE THE SELLER SUBJECT TO SUBSTANTIAL CIVIL PENALTIES.

PLEASE READ THE DISCLOSURE FORM CAREFULLY. IT INCLUDES IMPORTANT INFORMATION THAT CAN HELP YOU DECIDE WHETHER TO BUY THE PROPERTY.



# SELLER'S PROPERTY DISCLOSURE STATEMENT. *continued*

## Structural items.

Are you aware of any past or present water leakage in the house or other structures? yes no

Are you aware of any past or present movement, shifting, deterioration or other problems with walls, foundations or other structural components? yes no

Are you aware of any past or present problems with driveways, walkways, patios, retaining walls on the property? yes no  
If "yes," please explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done, if known: \_\_\_\_\_

Additions/remodeling. Have you made any additions, structural changes or other alterations to the property? yes no  
If "yes," please describe: slate, remodeled inside & outside  
Water and sewage.

What is the source of your drinking water? public community system well on property other  
If "other," please explain: \_\_\_\_\_

If your drinking water source is not public, when was your water last tested? \_\_\_\_\_

What was the result of the test? \_\_\_\_\_

Is the pumping system in working order? yes no  
If "no," please explain: \_\_\_\_\_

Do you have a softener, filter or other purification system? yes no  
If "yes," is the system leased owned

What is the type of sewage system? public sewer private sewer septic tank cesspool other  
If "other," please explain: \_\_\_\_\_

Is there a sewage pump? yes no  
If "yes," is it in working order? yes no

(vii) Is either the water or sewage system shared? yes no  
If "yes," please explain: \_\_\_\_\_

(viii) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items? yes no  
If "yes," please explain: \_\_\_\_\_

## (9) Plumbing system.

(i) Type of plumbing: copper galvanized lead PVC unknown other  
If "other," please explain: \_\_\_\_\_

(ii) Are you aware of any problems with any of your plumbing fixtures (including, but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)? yes no  
If "yes," please explain: \_\_\_\_\_

## (10) Heating and air conditioning.

(i) Type of air conditioning: central electric central gas wall none  
Number of window units included in sale: \_\_\_\_\_  
Location: \_\_\_\_\_

(ii) List any areas of the house that are not air conditioned: \_\_\_\_\_

(iii) Type of heating: electric fuel oil natural gas other  
If "other," please explain: \_\_\_\_\_

(iv) List any areas of the house that are not heated: all heated

(v) Type of water heating: electric gas solar other  
If "other," please explain: \_\_\_\_\_

(vi) Are you aware of any underground fuel tanks on the property? yes no  
If "yes," please describe: \_\_\_\_\_

Are you aware of any problems with any item in this section? yes no  
If "yes," please explain: \_\_\_\_\_

(11) Electrical system. Are you aware of any problems or repairs to the electrical system? yes no  
If "yes," please explain: \_\_\_\_\_

(12) Other equipment and appliances included in sale (complete only if applicable).

(i) Electric garage door opener  
Number of transmitters: \_\_\_\_\_

(ii) Smoke detectors How many? 1  
Location: Stairway

(iii) Security alarm system  
owned leased  
Lease information: \_\_\_\_\_

(iv) Lawn sprinkler  
Number: \_\_\_\_\_ Automatic timer: \_\_\_\_\_

(v) Swimming pool  
Pool heater Spa/hot tub  
List all pool/spa equipment: \_\_\_\_\_

(vi) Refrigerator Range Microwave oven Dishwasher Trash compactor Garbage disposal

(vii) Washer Dryer

(viii) Intercom

(ix) 4 Ceiling fans 4 Number  
Location: 2LR (2 upstair BR)

(x) Other: \_\_\_\_\_

Are any items in this section in need of repair or replacement? yes no  
unknown  
If "yes," please explain: \_\_\_\_\_

## (13) Land (soils, drainage and boundaries)

(i) Are you aware of any fill or expansive soil on the property? yes no

(ii) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or that affect the property? yes no

NOTE TO BUYER: YOUR PROPERTY MAY BE SUBJECT TO MINE SUBSIDENCE DAMAGE. MAPS OF THE COUNTY AND MINES WHERE MINE SUBSIDENCE DAMAGE MAY OCCUR AND MINE SUBSIDENCE INSURANCE ARE AVAILABLE THROUGH:

Department of  
Environmental Protection  
Mine Subsidence Insurance Fund  
3913 Washington Road  
McMurray, PA 15317  
412-941-7100

EXHIBIT

C

# SELLER'S PROPERTY DISCLOSURE STATEMENT...continued

Are you aware of any existing or used mining, strip mining or any other operations that might affect this property? yes ☒ no ☐

To your knowledge, is this property, or any part of it, located in a flood zone or wetlands? yes ☐ no ☒

Do you know of any past or present age or flooding problems affecting the property? yes ☐ no ☒

Do you know of any encroachments, boundary line disputes or easements? yes ☐ no ☒ *Shared driveway*

**TO BUYER:** Most properties have easements running across them for utility lines and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and the seller may not be fully aware of them. Buyers may wish to determine the existence of easements and encroachments by examining the property and obtaining an abstract of title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

Are you aware of any shared or common areas (for example, driveways, bridges, fences, walls, etc.) or maintenance agreements? yes ☐ no ☒

Explain any "yes" answers that you give in this section: \_\_\_\_\_

## Hazardous substances.

Are you aware of any underground tanks or hazardous substances present on the property (structure or soil), including, but not limited to, asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, urea-formaldehyde foam insulation (UFFI), etc.? yes ☐ no ☒

To your knowledge, has the property been tested for any hazardous substances? yes ☐ no ☒

Do you know of any other environmental concerns that might impact upon the property? yes ☐ no ☒

Explain any "yes" answers that you give in this section: \_\_\_\_\_

(15) Condominiums and other homeowners associations (complete only if applicable).

(i) Type:

condominium ☐ cooperative ☐  
homeowners association ☐ other ☐

If "other," please explain: \_\_\_\_\_

## NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES:

ACCORDING TO SECTION 3407 OF THE UNIFORM CONDOMINIUM ACT, 68 PA C.S. § 3407 (RELATING TO REALES OF UNITS) AND 68 PA C.S. § 4409 (RELATING TO REALES OF COOPERATIVE INTERESTS), A BUYER OF A REALE UNIT IN A CONDOMINIUM OR COOPERATIVE MUST RECEIVE A CERTIFICATE OF REALE ISSUED BY THE ASSOCIATION IN THE CONDOMINIUM OR COOPERATIVE. THE BUYER WILL HAVE THE OPTION OF CANCELLING THE AGREEMENT WITH RETURN OF ALL DEPOSIT MONEYS UNTIL THE CERTIFICATE HAS BEEN PROVIDED TO THE BUYER AND FOR FIVE DAYS THEREAFTER OR UNTIL CONVEYANCE, WHICHEVER OCCURS FIRST.

(16) Miscellaneous.

(i) Are you aware of any existing or threatened legal action affecting the property? yes ☐ no ☒

(ii) Do you know of any violations of federal, state or local laws or regulations relating to this property? yes ☐ no ☒

(iii) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? yes ☐ no ☒

(iv) Are you aware of any judgment, encumbrance, lien (for example, comaker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale? yes ☐ no ☒

(v) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property? yes ☐ no ☒

(vi) Are you aware of any material defects to the property, dwelling or fixtures which are not disclosed elsewhere on this form? yes ☐ no ☒

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land. Explain any "yes" answers that you give in this section: \_\_\_\_\_

The undersigned seller represents that the information set forth in this disclosure statement is accurate and complete to the best of the seller's knowledge. The seller hereby authorizes any agent for the seller to provide this information to prospective buyers of the property and to other real estate agents. The seller alone is responsible for the accuracy of the information contained in this statement. The seller shall cause the buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following the completion of this form.

SELLER Deborah L. George DATE 5-29-00  
SELLER David J. George DATE 5-29-00  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_

EXECUTOR, ADMINISTRATOR, TRUSTEE  
The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this disclosure statement.

DATE \_\_\_\_\_

## RECEIPT AND ACKNOWLEDGMENT BY BUYER

The undersigned buyer acknowledges receipt of this disclosure statement. The buyer acknowledges that this statement is not a warranty and that, unless stated otherwise in the sales contract, the buyer is purchasing this property in its present condition. It is the buyer's responsibility to satisfy himself or herself as to the condition of the property. The buyer may request that the property be inspected, at the buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER Joe C. Hildebrand DATE 6-8-00  
BUYER David J. George DATE 5/29/00  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_

**FILED**

JAN 02 2001

0133-170

William A. Shaw

Prothonotary

*cc*  
*WAS*

**BELIN & KUBISTA**

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830



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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

DANIEL E. CEPRISH and  
NICOLE L. CEPRISH,  
husband and wife,  
Defendants

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No. 00-1247-CD

NOTICE OF TAKING  
DEPOSITION

Filed on behalf of

Defendants

Counsel of Record for  
this Party:

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

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

FILED

JAN 08 2001

William A. Shaw  
Prothonotary

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

No. 00-1247-CD

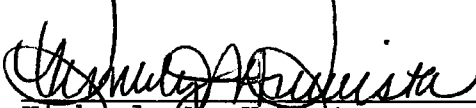
DANIEL E. CEPRISH and  
NICOLE L. CEPRISH,  
husband and wife,  
Defendants

NOTICE OF TAKING DEPOSITION

TO: KENNETH J. and LORI A. HAHN  
c/o R. Denning Gearhart, Esquire  
215 E. Locust Street  
Clearfield, PA 16830

Please take notice that on Tuesday, February 6, 2001  
at 10:00 a.m., before a Notary Public (or other person authorized  
to administer oaths), the Defendants in this action will take the  
deposition of Kenneth J. and Lori A. Hahn, upon oral examination  
at the law offices of Belin & Kubista, 15 North Front Street,  
Clearfield, Pennsylvania 16830.

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Defendants

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

No. 00-1247-CD

DANIEL E. CEPRISH and  
NICOLE L. CEPRISH,  
husband and wife,  
Defendants

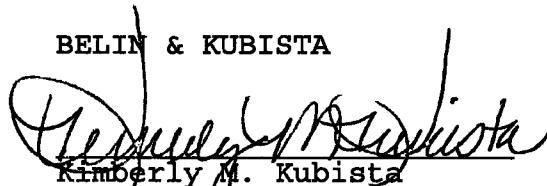
CERTIFICATE OF SERVICE

I, KIMBERLY M. KUBISTA, Attorney For Defendants,  
Daniel E. Ceprish and Nicole L. Ceprish, do hereby certify that a  
true and correct copy of the foregoing Notice of Deposition was  
served by first class, postage prepaid mail upon the following:

Kenneth J. and Lori A. Hahn  
R. Denning Gearhart, Esquire  
215 E. Locust Street  
Clearfield, PA 16830

Said Notice of Deposition was mailed this 8<sup>th</sup> day of  
January, 2001.

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney For Defendants

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

RECEIVED  
JUN 23 2001  
613 867 1000  
WILLIAM A. SHAW  
PROTHONOTARY  
EWS

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

KENNETH J. HAHN and :  
LORI A. HAHN, husband and wife, :  
Plaintiffs :

VS.

NO. 00-1247-CD

DANIEL E. CEPRISH and :  
NICOLE L. CEPRISH, :  
husband and wife, :  
Defendants :

CASE NUMBER: 00-1247-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: ANSWER TO NEW MATTER

FILED ON BEHALF OF: Plaintiffs

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

**FILED**

JAN 09 2001

William A. Shaw  
Prothonotary

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

KENNETH J. HAHN and	:	
LORI A. HAHN, husband and wife,	:	
Plaintiffs	:	
VS.	:	NO. 00-1247-CD
	:	
DANIEL E. CEPRISH and	:	
NICOLE L. CEPRISH,	:	
husband and wife,	:	
Defendants	:	

**ANSWER TO NEW MATTER**

**AND NOW**, come the Plaintiffs who answer Defendants' New Matter and  
aver as follows:

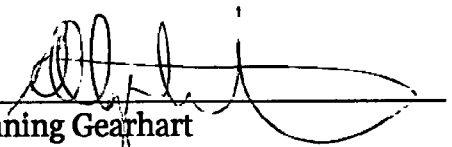
13. No answer required.
14. Admitted.
15. Admitted.
16. Admitted.
17. Admitted.
18. Admitted.
19. Denied for reasons set forth in the Complaint. Further, the conditions of which the Complaint speaks were such that it was obvious the Defendants knew, or should have known, of the defects and therefore, the lack of fruitfulness in their disclosure statement at the time they made the disclosure. Therefore, it is averred that the provisions in the disclosure statement were falsified by the Defendants.

20. Denied. The Plaintiffs acquired a mortgage through the Veterans Affairs Administration in which a housing appraisal only was conducted by a representative of the Administration. This was not a building inspection.

21. Denied for the reasons set forth in the Complaint, Amended Complaint and Answer to New Matter.

**WHEREFORE**, Plaintiffs request your Honorable Court to enter judgment in their favor and against the Defendants.

Respectfully submitted,


  
\_\_\_\_\_  
R. Denning Gearhart  
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

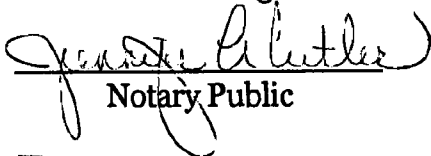
**AFFIDAVIT**

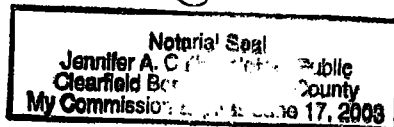
Before me, the undersigned officer, personally appeared, KENNETH J. HAHN and LORI A. HAHN who being duly sworn according to law deposes and says that the facts set forth in the foregoing Answer to New Matter are true and correct to the best of their knowledge, information, and belief.

  
KENNETH J. HAHN

  
LORI A. HAHN

Sworn to and subscribed  
before me this 5<sup>th</sup> day  
of January, 2001.

  
Notary Public





IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)  
NO. 00-1247-CD

KENNETH J. HAHN, et ux,  
Plaintiffs  
VS.

DANIEL E. CEPRIKH, et ux,  
Defendants

ANSWER TO NEW MATTER

FILED 300  
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JAN 09 2001

William A. Shaw,  
Prothonotary

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

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

KENNETH J. HAHN and	:	
LORI A. HAHN, husband and wife,	:	
Plaintiffs	:	
VS.	:	NO. 00-1247-CD
	:	
DANIEL E. CEPRISH and	:	
NICOLE L. CEPRISH,	:	
husband and wife,	:	
Defendants	:	

CASE NUMBER: 00-1247-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: Notice of Taking Deposition on Oral  
Examination under Rule 4007.1

FILED ON BEHALF OF: Plaintiffs

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. No. 26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581

**FILED**

JAN 15 2001

William A. Shaw  
Prothonotary

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

VS.

NO. 00-1247-CD

DANIEL E. CEPRISH and  
NICOLE L. CEPRISH,  
husband and wife,

Defendants

**NOTICE OF TAKING DEPOSITION ON ORAL  
EXAMINATION UNDER RULE 4007.1**

TO: DANIEL E. CEPRISH and  
NICOLE L. CEPRISH  
c/o Kimberly M. Kubista, Esquire  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830

Sargent's Court Reporting Service  
210 Main Street  
Johnstown, PA 15901

Notice is given herewith that, Pursuant to Rule 4007.1 of the Pennsylvania Rules of Civil Procedure, the deposition of Daniel E. Ceprish and Nicole L. Ceprish, will be taken on oral examination at the offices of R. Denning Gearhart, 215 E. Locust Street, Clearfield, PA 16830, on Tuesday, February 6, 2001 at 11:00 a.m. and at any and all adjournments thereof.

Said witnesses should bring with them to the deposition any and all documents relevant to this legal action.

  
R. DENNING GEARHART, ESQUIRE  
Attorney for Plaintiffs

Date: January 12, 2001

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

KENNETH J. HAHN and	:	
LORI A. HAHN, husband and wife,	:	
Plaintiffs	:	
VS.	:	NO. 00-1247-CD
	:	
DANIEL E. CEPRISH and	:	
NICOLE L. CEPRISH,	:	
husband and wife,	:	
Defendants	:	

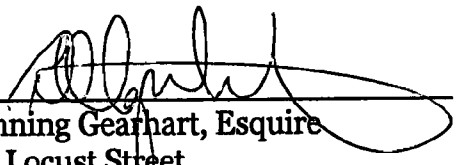
**CERTIFICATE OF SERVICE**

I certify under penalty of perjury that I am, and at all times hereinafter mentioned was, more than 18 years of age and that on the 12th day of January, 2001, I served a copy of the within Notice of Taking Depositions on Oral Examination under Rule 4007.1 filed in this proceeding, by First Class Mail, postage prepaid on the following:

DANIEL E. CEPRISH and  
NICOLE L. CEPRISH  
c/o Kimberly M. Kubista, Esquire  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830

Sargents Court Reporting Service  
210 Main Street  
Johnstown, PA 15901

Executed on January 12, 2001

  
R. Denning Gearhart, Esquire  
215 E. Locust Street  
Clearfield, PA 16830  
(814) 765-1581

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)  
NO. 00-1247-CD

KENNETH J. HAHN, et ux,  
Plaintiffs  
VS.

DANIEL E. CEPRISH, et ux,  
Defendants

NOTICE OF TAKING DEPOSITION

**FILED**

JAN 15 2001

William A. Shaw  
Prothonotary

*WAS*

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

DANIEL E. CEPRISH and NICOLE L.  
CEPRISH,  
Defendants

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No. 00-1247-CD

**DEFENDANTS' MOTION FOR  
SUMMARY JUDGMENT**

Filed on behalf of

Defendant

Counsel of Record for  
this Party:

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

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

**FILED**

SEP 27 2001

William A. Shaw  
Prothonotary

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

DANIEL E. CEPRISH and NICOLE L.  
CEPRISH,  
Defendants

No. 00-1247-CD

NOTICE

A Petition or Motion has been filed against you in Court. If you wish to defend against the claims set forth in the following pages, you must take action on or before Nov. 19, 2001 by entering a written appearance personally or by attorney and filing (Rule Returnable) in writing with the Court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so the case may proceed without you and an order may be entered against you by the Court without further notice for relief requested by the Petitioner or Movant. You may lose rights important to you.

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

Court Administrator  
Clearfield County Courthouse  
Market & Second Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 1300

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

No. 00-1247-CD

DANIEL E. CEPRISH and NICOLE L.  
CEPRISH,  
Defendants

RULE

AND NOW, this 28<sup>th</sup> day of September, 2001 upon  
consideration of the attached Motion, it is hereby ORDERED and DIRECTED that a rule be  
issued upon Plaintiffs to show cause why said Motion should not be granted.

Rule returnable with a hearing thereon the 19<sup>th</sup> day of Nov., 2001, at  
2:00 P.m. at the Clearfield County Courthouse, Courtroom 1.

BY THE COURT

Judge

**FILED**

SEP 28 2001

William A. Shaw  
Prothonotary

*04.02.2001 Kuba*  
*[Signature]*



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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

DANIEL E. CEPRISH and NICOLE L.  
CEPRISH,  
Defendants

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No. 00-1247-CD

**DEFENDANTS' MOTION FOR**  
**SUMMARY JUDGMENT**

NOW COMES Daniel E. Ceprish and Nicole L. Ceprish ("Ceprish"), by and through their attorneys, Belin & Kubista, respectfully moves this Court, pursuant to Pa. R.C.P. No. 1035, for the entry of a summary judgment in favor of the Defendants and against the Plaintiffs, Kenneth J. Hahn and Lori A. Hahn ("Hahn") on the grounds that:

1. This is an action brought by Hahn against Ceprish for non-disclosure of alleged defects based on the sale of a residential dwelling pursuant to an Agreement of Sale dated June 8, 2000.

2. That Ceprish, through their counsel, deposed Hahn on February 6, 2001. Copies of their depositions are attached to this Motion, marked Exhibit "A" and "B" and incorporated herein by reference as though set forth in full.

3. During the deposition, Hahn identified the Agreement of Sale which was attached to the Plaintiff's Complaint as Exhibit "A", and admitted that they had signed the Agreement (Page 8, lines 18-25 of the Kenneth Hahn deposition, Page 9, lines 1- 25 of the Kenneth Hahn deposition and Page 10, lines 1-10 of the deposition); (Page 8, lines 8-20 of the Lori Hahn deposition)

4. That Hahn acknowledged that they entered into an Agreement of Sale and Addendum with Ceprish to purchase a dwelling along with a piece of real estate located in Morris Township, Clearfield County, Pennsylvania. (Page 8, lines 18-25 and Page 9, lines 1-5 of the Kenneth Hahn deposition.)

5. That Hahn acknowledged, he and his wife were purchasing three (3) pieces of personalty consisting of a stove, refrigerator and dishwasher. (Page 10, lines 18-23 of the Kenneth Hahn deposition); (Page 9, lines 7-11 of the Lori Hahn deposition)

6. That Hahn acknowledged that the Agreement of Sale contained the following language:

“Q. And I’m correct in saying am I not, if you go to the --- how shall I --- just let me point it out to you here. There’s a paragraph right above your names that it’s agreed that buyer, which is you, has thoroughly examined the property to be conveyed and relies on his own judgment in making this agreement to purchase and that there are no agreements, understandings, or representations made either by seller, broker, or brokerage representatives that are not set forth herein. Buyer acknowledges and is in receipt of an exact copy of this agreement. Do you recall reading that paragraph sir? (emphasis added)

A. Yes. And we made this agreement, you know, under our own judgment based on the disclosure statement, which was required.”

(Page 11, lines 8-25, Page 12, lines 1-4 of the Kenneth Hahn deposition.)

7. That Hahn acknowledged that they had the right to make various inspections of the property pursuant to paragraph three (3) of the Addendum to the Agreement

of Sale. (Page 14, lines 18-25 of the Kenneth Hahn deposition) (Page 8, lines 10-25 of the Lori Hahn deposition)

8. That Hahn acknowledged having an insect/pest inspection completed on the property. (Page 15, lines 1-8 of the Kenneth Hahn deposition) (Page 13, lines 17-25 and Page 14, lines 1-22 of the Lori Hahn deposition)

9. That Hahn acknowledged reviewing a disclosure statement that was attached to his Amended Complaint. (Page 18, lines 7-12 of the Kenneth Hahn deposition)

10. That Hahn acknowledged that the paragraph prior to his signature on the disclosure statement set forth the following:

“Q. And am I correct in saying that the paragraph prior to your signature indicates that you, the buyer, are purchasing this property in its present condition. It is the buyer’s responsibility to satisfy himself or herself as to the condition of the property. The buyer may request that the property may be inspected at the buyer’s expense and by qualified professionals to determine the condition of the structure or its components; is that correct. (emphasis added)

A. Yes. We did sign that based on the disclosure statement.”

(Page 19, lines 4-19 of the Kenneth Hahn deposition)

11. That Hahn, averred in their Amended Complaint, that Ceprish failed to disclose extensive fire damage and when Hahn moved into the house they commenced work on the roof and also found fire damage behind paneling and roofing. (Amended Complaint, paragraph 6a) (Page 19, lines 20-25, Page 20, lines 1-25, Page 21, lines 1-22 of the Kenneth Hahn deposition) (Pages 19-20 of the Lori Hahn deposition)

12. That Hahn acknowledged that they had no actual proof that Ceprish had knowledge of extensive fire damage during Ceprish's ownership of the premises nor that they intentionally covered the damage by paneling and roofing. (Page 22, lines 8-12 and Page 24, lines 11-17 of the Kenneth Hahn deposition) (Page 19, lines 12-17 and Page 20, lines 11-17 of the Lori Hahn deposition)

13. That Hahn acknowledged that they conducted no inspection of the roof prior to moving in to the premises. (Page 25, lines 1-11 of the Kenneth Hahn deposition) (Page 22, lines 13-21 of the Lori Hahn deposition)

14. That Hahn acknowledged that they had no direct evidence that the roof leaked while Ceprish owned the same or that they freshly painted the rooms. (Page 26, lines 6-10 of the Kenneth Hahn deposition) (Page 21, lines 19-22 and Page 22, lines 1-12 of the Lori Hahn deposition)

15. That Hahn averred in their Amended Complaint (paragraph 6c) that Ceprish answered no to damages involving termites, wood destroying insects, dry rot or pests and that there is substantial damage to the dwelling.

16. That Hahn acknowledged having an insect/pest inspection completed on the property prior to closing. (Page 15, lines 1-8 of the Kenneth Hahn deposition) (Page 13, lines 17-25 and Page 14, lines 1-22 of the Lori Hahn deposition)

17. That Hahn executed a termite hold harmless letter executed July 19, 2000 by he and his wife. (Page 30, lines 4-9 of the Kenneth Hahn deposition) (Page 23, lines 15-25 of the Lori Hahn deposition)

18. That Hahn acknowledged that they received the pest inspection report and had the right to cancel the Agreement. (Page 31, lines 1-25, Page 32, lines 1-25, and Page 33, line 1 of the Kenneth Hahn deposition) (Page 23, lines 15-25 of the Lori Hahn deposition)

19. That Hahn averred in their Amended Complaint (paragraph 6e) that Ceprish averred that they had PVC plumbing in need of repair.

20. That Hahn indicated that the copper plumbing was at a place in the rafters and indeed that he had no direct evidence that Ceprish had actual knowledge of the copper plumbing. (Page 40, lines 14-25, Page 41, lines 20-25 and Page 42, lines 1-13 of the Kenneth Hahn deposition)

21. Hahn sets forth in their Amended Complaint (paragraph 6f) that Ceprish advised that all areas of the house were heated when several rooms in the house were without heat.

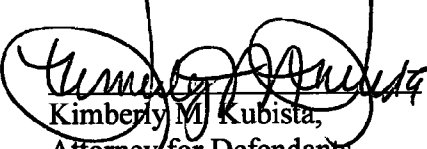
22. Hahn acknowledged that the disclosure statement did not refer to heat ducts/registers in each room only that the rooms were heated. (Page 45, lines 18-25 of the deposition and Page 45, lines 1-14 of the Kenneth Hahn deposition)

23. Hahn alleges in their Amended Complaint (paragraph 6g) that the smoke detector was not left in the home; however, Hahn acknowledged that the only personalty to go along with the sale of the home were the stove, refrigerator and dishwasher. (Page 10, lines 18 through 23 of the Kenneth Hahn deposition) (Page 26, lines 23-25 and Page 27, lines 1-2 of the Lori Hahn deposition)

24. That there exists no genuine issue of any material fact with regard to Ceprish's liability in this case as stated above, and Ceprish is entitled as a matter of law to summary judgment.

WHEREFORE, Defendants request Your Honorable Court to enter summary judgment in their favor and against the Plaintiffs.

BELIN & KUBISTA



Kimberly M. Kubista,  
Attorney for Defendants

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

\* \* \* \* \*

KENNETH J. HAHN \*

and LORI A. HAHN, \*

husband and wife, \*

Plaintiffs \* Case No.

vs. \* 00-1247-CO

DANIEL E. CEPRISH \*

and NICOLE L. \*

CEPRISH, husband \*

. and wife, \*

Defendants \*

\* \* \* \* \*

DEPOSITION OF  
KENNETH J. HAHN  
February 6, 2001

COPY

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EXHIBIT

A

Sargent's Office, Inc. 908

## DEPOSITION

OF

KENNETH J. HAHN, taken on behalf of  
the Defendants herein, pursuant to  
the Rules of Civil Procedure, taken  
before me, the undersigned, Jane E.  
Messner, a Court Reporter and Notary  
Public in and for the Commonwealth of  
Pennsylvania, at the law offices of  
R. Denning Gearhart, 215 East Locust  
Street, Clearfield, Pennsylvania, on  
Tuesday, February 6, 2001, beginning  
at 9:55 a.m.



## 1 A P P E A R A N C E S

2

3 R. DENNING GEARHART, ESQUIRE

4 215 East Locust Street

5 Clearfield, Pa 16830

6 COUNSEL FOR PLAINTIFFS

7

8 KIMBERLY M. KUBISTA, ESQUIRE

9 Belin &amp; Kubista

10 15 North Front Street

11 P.O. Box 1

12 Clearfield, PA 16830

13 COUNSEL FOR DEFENDANTS

14

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## I N D E X

WITNESS: KENNETH J. HAHN

## EXAMINATION

by Attorney Kubista 7 - 65

## EXAMINATION

by Attorney Gearhart 66 - 73

## RE-EXAMINATION

by Attorney Kubista 73 - 74

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CERTIFICATE 78

EXHIBIT PAGEPAGE

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>IDENTIFIED</u>
One*	Sales agreement	9
Two*	Amended complaint	29

\* Denotes exhibit not attached

OBJECTION PAGEATTORNEYPAGE

NONE MADE

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## P R O C E E D I N G S

-----  
KENNETH J. HAHN, HAVING FIRST BEEN  
DULY SWORN, TESTIFIED AS FOLLOWS:  
-----

## EXAMINATION

BY ATTORNEY KUBISTA:

Q. Mr. Hahn, my name is Kim  
Kubista. I'm the attorney that  
represents the Defendants in this  
case, Nicole and Daniel Ceprish. I'm  
going to be asking you a series of  
questions and when I do, if there's a  
question that you don't understand, I  
would be glad to rephrase it. If you  
need to take a minute to break during  
the course of my examination, just  
tell me so. If you need to confer  
with your attorney, Mr. Gearhart,  
that's fine, too, just stop me and we  
can do whatever you need to do.

Okay?

A. Okay.

Q. Could you please state your  
full name for the record, please?

1 A. My name is Kenneth James Hahn.  
2 Q. And your address, sir?  
3 A. P.O. Box 47 Allport, PA.  
4 Q. And how old are you?  
5 A. I'm 30. I just turned 30.  
6 Q. And your marital status?  
7 A. Married.  
8 Q. To whom?  
9 A. To Lori Ann Hahn.  
10 Q. And are you employed?  
11 A. Yes.  
12 Q. Where are you employed?  
13 A. Pennsylvania State Police  
14 Station in Ridgeway.  
15 Q. And what position do you hold  
16 there?  
17 A. Patrol Trooper.  
18 Q. On June 8th of 2000, it's my  
19 understanding that you and your wife  
20 entered into an agreement of sale  
21 with Daniel and Nicole Ceprish to  
22 purchase a dwelling along with a  
23 piece of real-estate located in  
24 Morris Township, Clearfield County,  
25 Pennsylvania; is that correct?

1 A. Correct.

2 Q. Along with the agreement of  
3 sale you also executed an addendum to  
4 the agreement of sale; am I correct?

5 A. Yes.

6 Q. Okay.

7 ATTORNEY KUBISTA:

8 Can I have this marked,  
9 please.

10 (Deposition Exhibit One  
11 marked for identification.)

12 BY ATTORNEY KUBISTA:

13 Q. Sir, let me show you an  
14 agreement of sale that I've marked  
15 Deposition Exhibit One. Do you  
16 recognize that?

17 A. Yes.

18 Q. And what is it?

19 A. Just as you said that was, you  
20 know, a receipt in agreement of sale.

21 Q. Okay. The first page is the  
22 receipt and the agreement of sale.  
23 Would you turn to the second page of  
24 that document. Am I correct in  
25 indicating that that is the addendum

1 to the agreement of sale?

2 A. Correct.

3 Q. Both of those documents are  
4 signed by you and your spouse; am I  
5 correct?

6 A. Correct.

7 Q. Dated June 8th of 2000. Both  
8 of those documents, as far as your  
9 signatures go, are dated June 8th of  
10 2000?

11 A. Correct.

12 Q. Sir, in looking at the first  
13 page of that document, I'm correct in  
14 indicating the type of residence that  
15 you were purchasing was a  
16 single-family residence?

17 A. Correct.

18 Q. Okay. And in addition to the  
19 single-family residence you were also  
20 purchasing three pieces of  
21 personalty, a stove, a refrigerator,  
22 and a dishwasher?

23 A. Correct.

24 Q. Okay. And you, in order to  
25 purchase this according to the



1 agreement of sale, were obtaining a  
2 VA Mortgage?

3 A. Correct.

4 Q. What mortgage company did you  
5 use? Was it Crossland Mortgage  
6 Corporation?

7 A. Yes.

8 Q. And I'm correct in saying am I  
9 not, if you go to the --- how shall I  
10 --- just let me point it out to you  
11 here. There's a paragraph right  
12 above your names that it's agreed  
13 that buyer, which is you, has  
14 thoroughly examined the property to  
15 be conveyed and relies on his own  
16 judgment in making this agreement to  
17 purchase and that there are no  
18 agreements, understandings, or  
19 representations made either by  
20 seller, broker, or brokerage  
21 representatives that are not set  
22 forth herein. Buyer acknowledges and  
23 is in receipt of an exact copy of  
24 this agreement. Do you recall  
25 reading that paragraph, sir?

1 A. Yes.. And we made this  
2 agreement, you know, under our own  
3 judgment based on the disclosure  
4 statement, which was required.

5 Q. Understood. You examined this  
6 property on how many occasions prior  
7 to purchasing it?

8 A. One.

9 Q. One occasion only? Are you  
10 sure, sir, it was only one occasion?

11 A. I had come with my wife, yes.  
12 And then we had looked at the house  
13 one evening. I don't think we were  
14 back a second time. We were back a  
15 couple times in order to build a shed  
16 on the property before the date we  
17 moved in. So that would've put us  
18 there several times before the actual  
19 date of the move in.

20 Q. When you say actual date of  
21 move in, are you referring to the  
22 actual date of closing?

23 A. The date they were supposed to  
24 be out, and it was August 20th or  
25 something like that.

1 Q. During the times that you were  
2 there, did you happen to use the  
3 water that was in the home, to go to  
4 the bathroom, to wash your hands, any  
5 of those things?

6 A. Yeah, I think we used the  
7 bathroom once or twice. Yeah, a  
8 couple days we were out there.

9 Q. During the initial  
10 examination, the one occasion prior  
11 to you going to work on things at the  
12 property, who was present at that  
13 examination?

14 A. My wife was with me.

15 Q. Who else?

16 A. Dan and Nicole Ceprish.

17 Q. I'd ask you to refer to the  
18 second page of Deposition Exhibit  
19 One. That is the addendum that we  
20 spoke about. So basically, sir, if I  
21 understand this correctly, the  
22 property was shown to you by the  
23 sellers, not by the broker or a  
24 realtor?

25 A. Correct.

1 Q. And it was shown to you on  
2 June 8th of 2000, or June 2nd, I  
3 believe, of 2000?

4 A. Well, I can't recall the exact  
5 date.

6 Q. Well, on paragraph two it says  
7 it's the intent of the seller herein  
8 to convey the property as it was  
9 shown to the buyer on the date shown  
10 above. To me there's two dates  
11 there, June 2nd, 2000, and then the  
12 actual addendum is dated June 8th,  
13 2000. Do you recall the date you  
14 examined the property?

15 A. I think it may have been the  
16 2nd. I can't say for sure. I can't  
17 give you a definite answer.

18 Q. Paragraph three says for the  
19 clause dealing with inspections,  
20 testings, etc. Now, these  
21 inspections, testings, and what not  
22 were to be completed by you as  
23 opposed to the seller if you so  
24 desired; am I correct?

25 A. Correct.

1 Q. And in fact, what inspections  
2 did you do, sir, prior to closing?

3 A. Inspections that I did was to  
4 just the walk through the house.  
5 Inspections that the VA did on the  
6 bank's behalf, or on the VA's behalf  
7 would've been the insect, the pest  
8 inspections.

9 Q. Who did you deal with with the  
10 VA?

11 A. I can't recall what her name  
12 was, but she came out of Brookville.

13 Q. Would you have that name  
14 somewhere in your files and could get  
15 that for me at a later date?

16 A. I'm sure we could.

17 Q. Okay.

18 ATTORNEY GEARHART:

19 Who is this?

20 ATTORNEY KUBISTA:

21 The lady who they dealt  
22 with for the VA.

23 BY ATTORNEY KUBISTA:

24 Q. And the only inspection that  
25 you know of, am I correct, was the

1     pest inspection that was completed by  
2     the ---?

3     A.       The VA, the lady from the VA  
4     had come and she had, you know, done  
5     a --- it's similar to an appraisal.  
6     Not a building inspection, but it was  
7     an appraisal, you know, based on the  
8     space of the house and square footage  
9     of the house.

10    Q.       You indicated, I believe, that  
11    there was a pest inspection done. In  
12    addition to the pest inspection, did  
13    the VA direct that any other  
14    modifications be made to the home  
15    prior to you purchasing it?

16    A.       They required that we painted  
17    the eaves for paint chips and the  
18    windows. We painted all the windows  
19    except for the kitchen window.

20    Q.       Now, sir, you filed a  
21    complaint in this case as well as an  
22    amended complaint; am I correct?

23    A.       Correct.

24    Q.       I'd like to direct your  
25    attention to the amended complaint

1 that you filed, specifically ---.

2 OFF RECORD DISCUSSION

3 BY ATTORNEY KUBISTA:

4 Q. Now, sir, I'd like to refer  
5 you to the complaint and the amended  
6 complaint you filed in this case.  
7 Your signature appears on the  
8 acknowledgement or the verification  
9 at the end of this document; am I  
10 correct?

11 A. Correct.

12 Q. I'd like to refer you  
13 specifically to paragraph six of the  
14 complaint.

15 A. Okay.

16 Q. And you may want to refer to  
17 the amended complaint because I  
18 believe you changed your averment,  
19 which is laying on the floor by your  
20 foot.

21 A. Okay.

22 Q. Okay. Sir, prior to your  
23 purchase of the premises, you  
24 reviewed a seller's disclosure  
25 statement executed by the Ceprishes;

1 am I correct?

2 A. Upon what date did you say?

3 Q. Prior to your closing of this  
4 matter you reviewed a seller's  
5 disclosure statement?

6 A. Yes.

7 Q. And am I correct in saying  
8 that the seller's disclosure  
9 statement is attached to the  
10 complaint that you have in front of  
11 you? As Exhibit D I might add.

12 A. Yes.

13 Q. Okay. And is that in fact a  
14 disclosure statement that you  
15 reviewed prior to entering into the  
16 agreement of sale?

17 A. Correct.

18 Q. And I'd ask you to refer to  
19 the last page of that disclosure  
20 statement.

21 A. Okay.

22 Q. Does your signature appear on  
23 that disclosure statement?

24 A. Yes.

25 Q. And am I correct in saying



1 that appears under receipt and  
2 acknowledgement by buyer?

3 A. Yes.

4 Q. And am I correct in saying  
5 that the paragraph prior to your  
6 signature indicates that you, the  
7 buyer, are purchasing this property  
8 in its present condition. It is the  
9 buyer's responsibility to satisfy  
10 himself or herself as to the  
11 condition of the property. The buyer  
12 may request that the property may  
13 inspected at the buyer's expense and  
14 by qualified professionals to  
15 determine the condition of the  
16 structure or its components; is that  
17 correct?

18 A. Yes. We did sign that based  
19 on the disclosure statement.

20 Q. Now, sir, in paragraph 6-A of  
21 your amended complaint, you set forth  
22 that the Defendants failed to  
23 disclose extensive fire damage. Upon  
24 moving into the house, the Plaintiffs  
25 commenced repair of the roof and at

1 the time it was noticed, I believe,  
2 that there was an entire room between  
3 the two bedrooms in the upstairs  
4 which had extensive fire damage.

5 Now, commenced repair of the roof.  
6 Did you commence repair of the roof  
7 on your own?

8 A. We were forced into it if we  
9 didn't want to live in a waterhole.  
10 Based on the roof leaking within the  
11 first rainfall after we moved in ---.

12 Q. You're not answering my  
13 question. I asked you whether you  
14 commenced work on the roof yourself,  
15 sir.

16 A. I didn't do the work. I hired  
17 somebody else to do it.

18 Q. Okay. And what was involved  
19 in repairing the roof?

20 A. They said the valley, you  
21 know, right above the two rooms, or  
22 actually on one side of the house,  
23 the valley, they said it was leaking  
24 through there. The water was coming  
25 down through there and consequently

1 down into the living spaces.

2 Q. You also indicate in this  
3 paragraph that there was extensive  
4 fire damage which had been hidden by  
5 paneling and roofing rather than  
6 repaired. I assume, sir, that you  
7 had to rip off paneling and roofing  
8 to determine that there was extensive  
9 fire damage underneath it?

10 A. Well, whenever we had the roof  
11 repaired, you know, they had to take  
12 siding. We had them raise the pitch  
13 of the lower roof on the back side of  
14 the house due to water coming into  
15 the doorway. When we raised the  
16 pitch, they had to remove some siding  
17 off the house, the same siding which  
18 the Ceprishes had told us that they  
19 had placed on the house. And three  
20 of the workers were present and they  
21 observed smoke damage all alongside  
22 the exterior of the home.

23 Q. What proof, sir, do you have  
24 that the Ceprishes had extensive fire  
25 damage to their home while they were

1 living there?

2 A. While they were living there?

3 Q. Yes.

4 A. Well, the day we moved in, or  
5 shortly after we moved in, we  
6 observed that room, you know, which  
7 I'm sure they would've been aware of.

8 Q. Do you have any actual proof  
9 that they had extensive fire damage  
10 to the room which you are referring  
11 to during their ownership?

12 A. No.

13 Q. Do you have proof from any  
14 third party which says that they had  
15 extensive fire damage during their  
16 ownership to that room?

17 A. Just that they had knowledge  
18 of it, knowledge of a fire.

19 Q. How do you know they had  
20 knowledge?

21 A. Plain view of smoke damage on  
22 the exterior of the home.

23 Q. You say plain view from the  
24 exterior of the home?

25 A. Yes.

1 Q. Are you saying that after you  
2 ripped the siding off it was in plain  
3 view?

4 A. The same siding that they  
5 placed on. If they placed the siding  
6 on, common sense would tell you that  
7 they would've been able to observe  
8 smoke damage on the exterior of the  
9 home.

10 Q. How do you know they did? Are  
11 you relying on the common-sensical  
12 approach, is that what you're saying?

13 A. Yes.

14 Q. You have no witnesses or  
15 nothing to the effect that they  
16 actually had extensive fire damage or  
17 they actually knew?

18 A. I have a neighbor who stated  
19 that they were aware of the fire that  
20 occurred in the kitchen, a separate  
21 fire than from the second story,  
22 that, you know, they were home during  
23 the ---?

24 Q. I'm not asking you about the  
25 fire in the kitchen, I'm asking you

1 about the extensive fire damage to  
2 the outside of the home, sir. . Do you  
3 have a neighbor that says they knew  
4 about that, and if so could I have  
5 the name of the neighbor?

6 A. Shit. Unless I read their  
7 mind I would not know for sure  
8 whether they knew. However, it being  
9 in plain view, I would say that they  
10 knew.

11 Q. I understand where you're  
12 coming from. I'm just asking you if  
13 there are any witnesses that said  
14 that you have to corroborate that  
15 they knew, do you know of any  
16 witnesses?

17 A. No, I don't.

18 Q. Do you have any documentation  
19 that would confirm that they knew?

20 A. On the fire on the exterior,  
21 no. On the fire ---.

22 Q. We're on the fire on the  
23 exterior, sir.

24 A. No.

25 Q. Okay.

1 A. In reference to the repairing  
2 of the roof, somebody actually had to  
3 get up on the roof and look at the  
4 valley of the roof?

5 A. Yes.

6 Q. Did you do that prior to you  
7 moving in?

8 A. No. After we found a leak  
9 because we were under the impression  
10 that the roof did not leak as per the  
11 disclosure statement.

12 Q. What evidence do you have that  
13 the Ceprishes actually knew there was  
14 leak?

15 A. The one bedroom, actually,  
16 three of the bedrooms are partially  
17 painted just in areas where there are  
18 watermarks. The paint was fairly  
19 fresh. We have photographs of that  
20 as well as video of the attic.

21 Q. How do you know they had a  
22 leak while they lived there, sir?

23 A. If they painted the  
24 watermarks, I would assume ---.

25 Q. Well, I'm not asking you about

1 that. I said how do you know they  
2 knew they had a leak when they lived  
3 there?

4 A. The first rainfall we had  
5 after we moved in, there was ---.

6 Q. You're not being responsive to  
7 my question, sir. How do you know  
8 they knew they had a leak when they  
9 lived there? How do you know?

10 A. I don't know.' 'How do you know  
11 the sun's going to come up?

12 Q. Sir, I asked you to be  
13 responsive to my questions.

14 A. Then quit badgering me. Get  
15 straight to the point. Ask more  
16 specific questions.

17 Q. You have to be responsive to  
18 my questions, sir. [Now, you said  
19 that there was fresh paint. How do  
20 you know it was the Ceprishes who  
21 painted the fresh paint?

22 A. Well, the paint is not old.  
23 The watermarks came through. Old  
24 watermarks came through just after,  
25 you know, the first rainfall. That



1 is how I know.

2 Q. You have no direct knowledge  
3 that they actually painted that  
4 watermark? Did you see them paint  
5 it?

6 A. No.

7 Q. Do you have a witness that saw  
8 them paint it?

9 A. No.]

10 Q. [I'd ask you to turn to  
11 paragraph 6-B of your amended  
12 complaint. In paragraph three you're  
13 referring to the disclosure  
14 statement, when asked if the roof  
15 ever leaked during your ownership,  
16 the Defendants answered no when in  
17 fact there is evidence of substantial  
18 damage from leakage. This evidence  
19 includes watermarks on the ceilings,  
20 evidence of water steadily leaking  
21 through the ceiling each time there  
22 is a rainstorm. Also, substantial  
23 damage to the drywall and evidence of  
24 attempts to paint over watermarks on  
25 the ceilings in various rooms of the

1 house. Now, you answered my last  
2 question indicating that you felt  
3 that there was fresh paint that was  
4 placed on there. How do you know it  
5 was fresh paint?

6 A. Well, paint tends to fade over  
7 time.

8 Q. Do you have any expert  
9 qualifications in chemical components  
10 of paint, sir?

11 A. No.

12 Q. In reference to 6-C, you state  
13 that regarding --- it says that to  
14 paragraph five one, two, three, and  
15 four, again we're referring to the  
16 disclosure statement, Exhibit B. The  
17 Defendants answered, no, to damages  
18 involving termites, wood-destroying  
19 insects, dry rot, or pests. There is  
20 evidence of substantial damage caused  
21 by these pests. The supporting beams  
22 on the floor have been weakened by  
23 the damage of these pests. I'm  
24 correct in indicating that you,  
25 pursuant to your VA mortgage, had a

1 pest inspection completed?

2 A. Yes.

3 Q. Pursuant to that pest  
4 inspection, you executed for  
5 Crossland Mortgage Corporation a  
6 termite hold harmless letter; am I  
7 correct?

8 ATTORNEY KUBISTA:

9 Could we have this  
10 marked as Deposition Exhibit  
11 Two.

12 (Deposition Exhibit Two  
13 marked for identification.)

14 BY ATTORNEY KUBISTA:

15 Q. Sir, do you recognize  
16 Deposition Exhibit Two?

17 A. Yes.

18 Q. I'm correct in saying that  
19 this Exhibit Two consists of six  
20 pages?

21 A. Yes.

22 Q. Okay. And it includes ---.

23 A. Actually, I only have five  
24 pages.

25 Q. Oh, okay then.

1 A. No. Hold it. There's a sixth  
2 one. It's just shorter than the  
3 rest.

4 Q. I'm correct in saying that the  
5 first page of the exhibit is a  
6 termite hold harmless letter that was  
7 executed 7/19 of 2000 by you and your  
8 wife?

9 A. Yes.

10 Q. And you acknowledge by your  
11 signature that you received a copy of  
12 the, I believe it's, Ehrlich Green  
13 Team report?

14 A. Yes.

15 Q. And they are in the business  
16 of lawn and tree care and doing pest  
17 inspection, I take it?

18 A. Yes.

19 Q. And I'm correct in indicating  
20 that pursuant to the inspection that  
21 was completed, they had found  
22 carpenter ants on the outside of the  
23 home?

24 A. Correct.

25 Q. There was no finding of

1 termite or other wood-destroying  
2 insects inside the home was there,  
3 Mr. Hahn?

4 A. I'm reading the report.

5 Q. Okay.

6 A. It says on the one page with  
7 the grid on there that conditions  
8 conducive to wood-destroying insects,  
9 it states that it was inside the  
10 house.

11 Q. Was inside?

12 A. Yes. Wood-decaying moisture  
13 and conditions exist in interior  
14 closet framing in bathroom. Wood rot  
15 to exterior basement door and frame.  
16 Moisture conditions exist in basement  
17 wood decay and rot floor joists and  
18 main beams in basement. Rot and  
19 decay to roof for Bilco doors.

20 Q. You're saying that  
21 conditional --- okay. This is a  
22 continuation from a side one, I  
23 guess, when they talk about carpenter  
24 ants found around framing for Bilco  
25 doors and around the exterior of

1 house. That's in section two under  
2 inspection findings; correct?

3 And then additional comments,  
4 conditions conducive to wood-  
5 destroying insects. Moisture  
6 conditions appear on fascia and  
7 soffit, lack of spouting on  
8 downspouts. Wood decay exists to  
9 door frame to front porch entry.  
10 Wood decay and moisture conditions  
11 exist to interior closet framing in  
12 bathroom. Wood rot to exterior  
13 basement door and frame. Moisture  
14 condition exists in basement wood  
15 decay and rot to floor joists and  
16 main beams in basement. Rot and  
17 decay to roof for Bilco doors. Now,  
18 this inspection was done prior to  
19 your closing on this home?

20 A. Yes.

21 Q. And I'm correct in saying that  
22 pursuant to the agreement of sale you  
23 could have cancelled the agreement  
24 based on this inspection; am I  
25 correct?

- 1 A. Yes.
- 2 Q. And you did not cancel the  
3 agreement, did you?
- 4 A. No.
- 5 Q. And in fact, you signed a  
6 waiver waiving any rights you would  
7 have to hold Crossland Mortgage  
8 Corporation, the title company  
9 realtors involved in this  
10 transaction, harmless?
- 11 A. Yes, realtors, not sellers.
- 12 Q. But you knew this condition  
13 existed prior to you closing on this  
14 home?
- 15 A. Yes.
- 16 Q. And the disclosure statement  
17 that was executed by the sellers was  
18 executed prior to the inspection  
19 being completed on this home; am I  
20 right?
- 21 A. Yes.
- 22 Q. The date of the inspection ---  
23 let's see.
- 24 A. 6/27, or that's when we signed  
25 it.

1 Q. He dated it 6/27. The  
2 sellers' disclosure statement being  
3 dated 5/29 of 2000; am I correct?

4 A. Yes.

5 Q. There was treatment for  
6 carpenter ants was there not?

7 A. Correct.

8 Q. Now, sir, again what proof do  
9 you have that the Ceprishes were  
10 actually aware of any of the  
11 conditions that are set forth in this  
12 report when they signed the  
13 disclosure statement?

14 A. Statements after they signed  
15 the disclosure statement ---.

16 Q. I'm not asking ---.

17 A. I know. I'm answering your  
18 question.

19 Q. I'm asking you prior. Prior  
20 to signing the disclosure statement,  
21 what evidence do you have that they  
22 knew of any pests at their home?

23 A. After this, you know,  
24 inspection was done and brought to  
25 their attention, they stated that



1 they would pay for the inspection.  
2 Both Nicole and Daniel stated they  
3 would pay for the inspection because  
4 they were aware of long-term insect  
5 problems in the home.

6 Q. When was that statement made,  
7 sir?

8 A. That would've been made after  
9 this --- between this report and the  
10 date of closing.

11 Q. Do you have the exact date,  
12 sir?

13 A. No, I don't.

14 Q. Who was this statement made in  
15 front of?

16 A. My wife and Nicole and Daniel  
17 were present as well, I believe.

18 Q. I'm correct that when you did  
19 your inspection, your examination of  
20 the house upon making a decision to  
21 purchase it, you went into the  
22 basement of the home?

23 A. We did on one day. Let's see,  
24 the conditions, the lighting  
25 conditions were extremely poor down

1     there.   We observed that there was  
2     --- regarding your question, we were  
3     down there.

4     Q.       You were down there.   And what  
5     did you observe?

6     A.       We observed there's a dirt  
7     portion of the basement and then  
8     there's also a cement portion.   Let's  
9     see.   I don't think we had a  
10    flashlight with us, so we weren't  
11    able to take a closer look.

12    Q.       You had a right to make an  
13    inspection of the home, though, if  
14    you wanted to prior to closing?

15    A.       Yes.

16    Q.       Did you ask to go to the  
17    basement and take a closer look?

18    A.       Yes.

19    Q.       And didn't go?

20    A.       That was the day we had looked  
21    at the house.

22    Q.       And you're saying you went  
23    down to the basement on how many  
24    occasions, then?

25    A.       Only one.

1 Q. Only one. Okay. I assume  
2 that in paragraph 6-D --- and I'd ask  
3 you to refer to that paragraph of  
4 your amended complaint.

5 A. Okay.

6 Q. 6-D, it says that to paragraph  
7 6-I, again referencing the disclosure  
8 statement, the Defendants answered no  
9 to the question of are you aware of  
10 any past or present water leakage in  
11 the house when in fact there is  
12 evidence of substantial leakage. I  
13 assume your comments or your answers  
14 would be the same as they were before  
15 that you have no actual knowledge  
16 that they knew of the substantial  
17 leakage?

18 A. I don't have any physical ---  
19 I mean, I have evidence that it was  
20 long term, and I also have statements  
21 from the contractor that it was not,  
22 you know, just something that  
23 appeared over night.

24 Q. Again, do you have any  
25 knowledge, yourself, that the

1     Cepriishes knew of this leakage beyond  
2     what you've learned from a contractor  
3     or anyone else?

4     A.         No.     Well, yes.     As a matter  
5     of fact, I remember that they did  
6     make a statement that the roof --- I  
7     think they said the roof leaked and  
8     one time that they fixed it.

9     Q.         Prior to your purchase of that  
10    they made that statement?

11    A.         I can't recall.     I think it  
12    was after we purchased it.

13    Q.         When did they make that, what  
14    date?

15    A.         I can't recall.

16    Q.         You don't know whether is was  
17    before or after?

18    A.         No.

19    Q.         Who all was present when the  
20    statement was made?

21    A.         I think it was my wife.     And I  
22    do remember them making a statement.

23    Q.         You indicate that in reference  
24    to 6-C that to paragraph 9-I of the  
25    disclosure statement, when asked for

1 type of plumbing, the Defendants  
2 answered PVC when in fact it was old  
3 copper plumbing in need of repair.  
4 Is there PVC plumbing in that home?

5 A. After I had moved in I had  
6 replaced it with PVC.

7 Q. There's no PVC plumbing prior  
8 to moving in?

9 A. The only PVC would be the  
10 drain. They had stated that all  
11 plumbing was PVC.

12 Q. What do you mean the drain?  
13 What drain?

14 A. The sewage system.

15 Q. Where was the copper plumbing?

16 A. It was all the water lines.

17 Q. And where did you spy this?

18 A. I found it up in the rafters  
19 after the water heater had needed  
20 replaced.

21 Q. Was the plumbing leaking or  
22 what was the problem?

23 A. The day we moved in we heard,  
24 you know, the sump pump continuously  
25 running. So that caused us to go

1 downstairs to investigate it, and  
2 that's whenever I came upon the water  
3 heater leaking. And I observed on  
4 top of the water heater there was a  
5 rag, you know, wrapped around a  
6 leaking fitting. And, you know, I  
7 also observed more than just a little  
8 bit of water in the basement. It  
9 was, you know, approximately more  
10 than three inches deep on the dirt  
11 floor and then it was overflowing  
12 onto the cement portion of the  
13 basement.

14 Q. You had been in and out of the  
15 house prior to your closing. You  
16 indicated you were building a shed  
17 and what not. During the time you  
18 were building a shed, did you  
19 happened to go into the basement?

20 A. Yes, to use some water. A  
21 rubber hose was already hooked up and  
22 you just had to pull it partially  
23 out.

24 Q. Did you notice any leaking  
25 when you were in there at that time?

1 A. No, I didn't.

2 Q. Did you use the upstairs  
3 facilities such as the sinks and what  
4 not to wash your hands or go to the  
5 bathroom?

6 A. Yes. We used the sink in the  
7 bathroom.

8 Q. Okay. Did you notice any  
9 trouble with getting hot water at  
10 that time?

11 A. No.

12 Q. And that was real shortly  
13 before the closing in this matter;  
14 right?

15 A. Yes.

16 Q. Were you there within a week  
17 of the closing building that shed?

18 A. I can't recall. I think it  
19 was approximately a week.

20 Q. Again, back to the copper  
21 plumbing that you referred to. What  
22 evidence or proof do you have that  
23 the Defendants knew or had knowledge  
24 that there was copper plumbing there?

25 A. Evidently they hooked up the

1 gardening hose to which --- you know,  
2 I didn't hook it up. I just grabbed  
3 hold of the hose that was laying on  
4 the floor. These pipes were up in  
5 the rafters. They would've had to  
6 have hooked it up themselves.

7 Q. Okay. You don't know that  
8 they hooked it up themselves, though?  
9 Do you, sir?

10 A. I see that you ---.

11 Q. Could you please answer my  
12 question.

13 A. No.

14 Q. Is the answer to that  
15 question, no?

16 A. I would say yes, because they  
17 said it was their hose and that they  
18 had recently bought it.

19 Q. I'm going to ask you ---.

20 A. So I would say that based on  
21 the evidence of the hose being hooked  
22 up and water coming out of the hose,  
23 yes, they would know.

24 Q. How do you know they hooked  
25 the hose up themselves? Did you see



1       them ---?

2       A.       The physical evidence.

3       Q.       I'm not asking about physical  
4       evidence, sir.

5       A.       You asked me how did I know.

6       Q.       Did you see them hook it up?

7       A.       No. I did not see them hook  
8       it up.

9       Q.       Thank you, sir.

10                    ATTORNEY GEARHART:

11                    I'm going ask for a  
12       real short break.

13                    ATTORNEY KUBISTA:

14                    Sure.

15                    ATTORNEY GEARHART:

16                    Will you come outside,  
17       please.

18       A.       Yes.

19                    ATTORNEY KUBISTA:

20                    Forget it. I'm going  
21       to go visit my clients just  
22       for a second. You guys can  
23       stay here. I'll just go ahead  
24       and lock it, that way I won't  
25       move this. Just send somebody

1 out whenever you're finished.

2 BY ATTORNEY KUBISTA:

3 Q. Sir, in reference to paragraph  
4 6-F of your complaint that, again,  
5 you're referring to the disclosure  
6 statement to paragraph 9.4,  
7 Defendants advised Plaintiffs that  
8 all areas of the house were heated  
9 when in fact several rooms were  
10 without heat.

11 A. Yes.

12 Q. Now, are you referring to the  
13 fact that there aren't heating ducts  
14 in these couple of rooms, is that  
15 what you mean?

16 A. Correct. There's no  
17 registers, no form of heat going into  
18 those homes, or into those rooms.

19 Q. There are heating ducts in the  
20 upstairs area?

21 A. Yes.

22 Q. And the question, and I'll  
23 look to your disclosure statement,  
24 and let me show it to you here.

25 A. You mean number ten.

1 Q. Actually, in your complaint  
2 you say 9.1, or pardon me, 9.4, but I  
3 think you mean paragraph 10, do you  
4 not?

5 A. What's 9.4?

6 Q. It's water, I mean, it's the  
7 plumbing.

8 A. Yes. It would be 10.4.

9 Q. So that's actually a mistake.  
10 It's 10.4?

11 ATTORNEY GEARHART:

12 Well, it's not his  
13 fault.

14 ATTORNEY KUBISTA:

15 No. I actually knew  
16 what you meant. Okay.

17 BY ATTORNEY KUBISTA:

18 Q. 10.4, it says list any areas  
19 of the house that are not heated. It  
20 doesn't ask whether there are heat  
21 ducts in every room of the house,  
22 does it?

23 A. No, it doesn't.

24 Q. In reference to paragraph 12.2  
25 of the disclosure statement, the

1 Defendant's listed the existence of  
2 the smoke detector where upon they  
3 moved the same before the transfer of  
4 the house. Do you have any  
5 knowledge, direct knowledge, your own  
6 knowledge or have any information  
7 from another witness that would  
8 indicate when they signed this  
9 disclosure statement there was not a  
10 smoke detector in that house?

11 A. When we had looked at the  
12 house, there was a smoke detector.  
13 When we left, or when we moved in,  
14 there was not a smoke detector.

15 Q. Understood. And in your  
16 agreement of sale, the only  
17 personalty that was to go with the  
18 home was a stove, refrigerator, and a  
19 dishwasher; right?

20 A. Correct.

21 Q. Okay. Now, it gets a bit  
22 difficult. Paragraph ---.

23 ATTORNEY GEARHART:

24 What do you mean, now  
25 it gets a bit difficult?

1                    ATTORNEY KUBISTA:

2                    The damages.    Here we  
3                    go.

4                    BY ATTORNEY KUBISTA:

5                    Q.            You indicated that the  
6                    Plaintiffs attempted to repair  
7                    several items including but limited  
8                    to, you've already referred to the  
9                    roof; okay?

10                  A.            Yes.

11                  Q.            And just to recap, my  
12                  understanding is the contractor went  
13                  up on the roof, fixed the valley of  
14                  the roof because it's your contention  
15                  that there was leakage; right?

16                  A.            Correct.

17                  Q.            And window due to fire damage,  
18                  am I correct in indicating that you  
19                  had told the Ceprishes you were going  
20                  to change all the windows in the  
21                  house upon purchasing it?

22                  A.            Correct.

23                  Q.            Water heater.    That's in  
24                  reference to the water heater you  
25                  described just a few moments ago; am

1 I right on that?

2 A. Yes.

3 Q. That you replaced that?

4 A. Yes.

5 Q. And the plumbing you replaced?

6 A. Yes. But it was not part of  
7 the agreement of the sale, no.

8 Q. It was not, was it?

9 A. No. No, it was not. It was  
10 not part of the agreement that I was  
11 going to replace all of the water  
12 heater and the plumbing.

13 Q. If you might, just for my  
14 reference, where in the disclosure  
15 statement did the buyers disclose  
16 anything on the water heater itself?

17 A. Right here, where it says any  
18 leaks. I mean, it's --- okay. After  
19 number five, or ten, I believe 10.6,  
20 the paragraph after that says are you  
21 aware of any problems with any item  
22 in this section, referring to type of  
23 heating, type of water heating ---.

24 Q. Gotcha. No. I understand.

25 Thank you. And you're also

1 indicating that the plumbing was  
2 leaking as well?

3 A. Yes. We found one pipe, one  
4 of the water mains was duct taped.  
5 The duct tape had very little dust on  
6 it, which gives us the impression it  
7 was recent.

8 Q. And again, you have no  
9 evidence that my client put the duct  
10 tape on there, either one of my  
11 clients?

12 A. No. I didn't see them put the  
13 duct tape on there.

14 Q. Okay. Any witnesses that say  
15 they saw him put duct tape on there?

16 A. No.

17 Q. Okay. No actual evidence that  
18 they had knowledge that the duct tape  
19 was there?

20 A. No.

21 Q. I'd like to go to Exhibits D  
22 through H of the complaint. Now,  
23 keep in mind that the exhibits, sir,  
24 are attached to the complaint you  
25 filed as opposed to the amended

1 complaint. You indicate that the  
2 cost of materials of said repairs  
3 total \$619.87 and receipts are  
4 attached hereto as Defendants, or  
5 pardon me, as Exhibits D through H.  
6 So I'd like you to turn to D through  
7 H.

8 ATTORNEY GEARHART:

9 I would like to go  
10 along but it's a little ---.

11 A. It starts with the ---.

12 ATTORNEY KUBISTA:

13 Can we go off the  
14 record just for a moment.

15 OFF RECORD DISCUSSION

16 BY ATTORNEY KUBISTA:

17 Q. Okay. Let's go to Exhibit D,  
18 Mr. Hahn, on your complaint. It is  
19 an invoice, if I may, from Your  
20 Building Center. And it is for a  
21 water heater. I assume that you  
22 purchased a water heater to replace  
23 what you deemed to be the defective  
24 one?

25 A. Yes.



1 Q. And you made that purchase  
2 yourself?

3 A. Yes.

4 Q. Okay. Let's go the second  
5 page of, and I think it's D, page  
6 two. It consists of one, two, three  
7 --- it looks to me like three  
8 receipts ---.

9 A. Three receipts for ---.

10 Q. Okay. Go ahead. Tell me what  
11 they are.

12 A. Those are three receipts for  
13 plumbing fixtures, you know, brass  
14 nipples and whatever, you know, items  
15 that would be required for  
16 installing. Some of it's for the  
17 actual installing of the water  
18 heater, others for installing the  
19 pipes throughout the house.

20 Q. The first receipt, and I'll  
21 refer to it as --- I'm trying to see.  
22 It's dated 12/1. It's the very first  
23 one on the top there. I'm trying to  
24 --- oh, okay. The receipt number is  
25 5065064. It's the top one here. It

1 says hardware on there.

2 A. Yes. Those items we bought at  
3 the Kylertown True Value, I believe  
4 it's called. They don't have  
5 itemized receipting. They have ---.  
6 It was bought with a check card. I  
7 used a check card.

8 Q. Okay. What hardware are you  
9 talking about?

10 A. The specific hardware I cannot  
11 possibly fathom to recall to itemize  
12 it. All purchases made here would've  
13 been for items such as the plumbing  
14 fixtures, you know, some of the  
15 drains that we came across that, you  
16 know, were leaking, where I found  
17 leaks, you know, kitchen. Whenever I  
18 stopped at the house, I didn't look  
19 underneath the, you know, sinks to  
20 see if it was leaking but ---.

21 Q. But to answer my question, you  
22 don't have any specific knowledge of  
23 what that hardware was? You believe  
24 it was for plumbing, but you don't  
25 know specifically what hardware that

1 receipt refers to?

2 A. I could testify that that was  
3 for items that were required to  
4 replace the plumbing.

5 Q. But as to what items, you  
6 don't know specifically?

7 A. Each one? No, I could not.

8 Q. Let me direct your attention  
9 to Exhibit F, a receipt from Grampian  
10 Hardware, Inc. Do you have that in  
11 front of you, sir?

12 A. Yes.

13 Q. Again, could you tell me what  
14 those items were for?

15 A. Those would've been for  
16 replacing drains. As I was replacing  
17 the plumbing, I'd have to work  
18 underneath the sink, and I'd  
19 discover, you know, frail, leaking  
20 drainage pipes. So I would have to  
21 replace the drain.

22 Q. Okay. Let's go to, I think  
23 it's Exhibit G. That's another  
24 receipt from Your Building Center.

25 A. Yes.

1 Q. There's a number of items  
2 listed on there.

3 A. Yes. These are all items for  
4 maintaining, you know, pipelines, you  
5 know, from the water heater and  
6 interconnecting into, you know, some  
7 of the, you know, other pipes. Some  
8 pipes I couldn't replace, like the  
9 bathroom tub. I couldn't replace the  
10 copper, so I had to leave a section  
11 of the copper and then, you know,  
12 create a union between PVC and  
13 copper. And such items as that would  
14 be listed on here.

15 Q. Now, when you're talking about  
16 that copper, that's way up in your  
17 tub forming, I assume?

18 A. Yeah. That's way up.

19 Q. It's not visible?

20 A. No. That's right by the  
21 faucet.

22 Q. Okay. Let me ask you this.  
23 Best Painters Tape Two and one coat  
24 of smooth roller, I assume that's a  
25 paint roller and tape by the

1 notations that are made on there?

2 A. Yes. That should've been  
3 siding.

4 ATTORNEY GEARHART:

5 Even I knew that.

6 ATTORNEY KUBISTA:

7 Yes. I do. It's going  
8 to get on the record. Go  
9 ahead.

10 BY ATTORNEY KUBISTA:

11 Q. It's for painting, not for  
12 plumbing; am I right?

13 A. Correct.

14 Q. And Teflon tape I assume ---.

15 A. Teflon tape is something you  
16 use that you wrap it around the  
17 threads of, you know, fittings.  
18 Whenever you're connecting a male and  
19 female fitting, that prevents further  
20 leakage.

21 Q. And again, this is kind of up  
22 in the plumbing; am I right? You're  
23 doing some extensive plumbing outside  
24 of you. You're working under the tub  
25 or wherever you need to make these

1 plumbing connections?

2 A. Well, I would have to connect  
3 the waterline if I wanted water, yes.

4 Q. Absolutely, right? Okay. So  
5 again, that's where your copper  
6 plumbing though is, sir. I  
7 appreciate your humor in this, but  
8 that's where your copper plumbing is.

9 A. No. The copper plumbing  
10 would've been in the rafters. And so  
11 from the water heater, beginning at  
12 the water heater, and running all the  
13 way to each individual faucet.

14 Q. But to get to each individual  
15 faucet, you have to go up into the  
16 rafters, on up in; right?

17 A. Yes. That makes sense.

18 Q. It's all hidden. You can't  
19 see it.

20 A. Yes.

21 Q. I'd like you to go to Exhibit  
22 H. Again, could you describe what  
23 those items were used for?

24 A. Exhibit H would've been, let's  
25 see, PVC coupler, 90 degree elbows,

1 T's. That's for connecting the  
2 waterlines. These waterlines  
3 would've been the waterlines just  
4 inside the rafters which would've  
5 been visible from below.

6 Q. Were they all leaking?

7 A. Yes. There were several areas  
8 where they were cracked, bulging. To  
9 prevent any further problems, it  
10 makes sense to replace the entire  
11 system. And they're also copper, by  
12 the way.

13 Q. Made sense from your  
14 perspective based on your knowledge  
15 in plumbing?

16 A. Based on a homeowner's  
17 perspective, yes.

18 Q. But you have some knowledge in  
19 plumbing; right?

20 A. Yes.

21 Q. Okay. And again, when you  
22 were in and out of the basement  
23 working on your shed, did you see any  
24 leakage from these pipes?

25 A. No. Because my whole goal was

1 to grab the hose, pull it out. That  
2 was only on one or two occasions to  
3 rinse off a couple items, but like I  
4 said it was just to grab the hose.

5 Q. Now, I'd like you to turn to  
6 Exhibit I.

7 A. Okay.

8 Q. This is an invoice, or  
9 construction estimate from Larry  
10 Allen Construction?

11 A. Yes.

12 Q. Now, am I correct in saying it  
13 says remove all roofing material,  
14 then sheet roof with 7/16 OSB board,  
15 install drip edge, install  
16 stormshield on the eaves, valleys ---  
17 this invoice pertains to a whole new  
18 roof?

19 A. Yeah. We had the entire roof  
20 sheeted and shingled because as I  
21 pointed out earlier there were leaks  
22 in three rooms that we can positively  
23 identify.

24 Q. So you had the whole roof  
25 repaired?



1 A. Yes.

2 Q. Okay. Originally, that's not  
3 what you told the Ceprishes, was it?

4 A. What?

5 Q. You indicated that you were  
6 providing them with an invoice to fix  
7 the valley of the roof only?

8 A. No. We didn't indicate that.

9 Q. You did not give them an  
10 invoice, sir, that you wanted them to  
11 pay to fix, an invoice which was ---?

12 A. We gave --- yes. I know what  
13 you're talking about. Before we came  
14 to court, we had, or decided to seek  
15 legal action, we made them an offer.  
16 And we told them rather than, you  
17 know, to just fix a portion of the  
18 roof, even though we were going to  
19 have an entire new one, we thought  
20 that they should be responsible for,  
21 you know, that leakage. And that's  
22 probably what that invoice pertains  
23 to.

24 Q. It was for somewhere between  
25 \$1500 and \$2,000.

1 A. Yes, I believe so.

2 Q. Again, page two of Mr. Allen's  
3 invoice sets forth where you're  
4 getting drywall installed, a computer  
5 room, and there's a wood entry door,  
6 his cost to remove the door. This is  
7 for him to do work on the entire, is  
8 it, upstairs of the home with drywall  
9 and remodeling?

10 A. It's not the entire. Those  
11 are portions of the rooms that, you  
12 know, water damage came down. Like,  
13 one room, there was water leakage,  
14 the water stains on the walls. And  
15 that would've been where, you know,  
16 he observed in his opinion that the  
17 drywall was damaged from water and  
18 needed to be replaced.

19 ATTORNEY GEARHART:

20 What letter and page  
21 are you on?

22 ATTORNEY KUBISTA:

23 Page two. Page two.

24 ATTORNEY GEARHART:

25 And what letter?

1 ATTORNEY KUBISTA:

2 G. It think it's G.

3 ATTORNEY GEARHART:

4 I mean, this thing ---.

5 ATTORNEY KUBISTA:

6 I.

7 ATTORNEY GEARHART:

8 Then let me ask him.

9 A. What's that.

10 ATTORNEY GEARHART:

11 It's I; right?

12 A. Yeah. Exhibit I.

13 ATTORNEY GEARHART:

14 Okay. You know what  
15 she's referring to.

16 BY ATTORNEY KUBISTA:

17 Q. Page two, it begins with steel  
18 entry door. Replaced, standard  
19 grade. You're saying that there was  
20 damage to a door done?

21 A. Let's see. Yeah, well, there  
22 was some --- we have pictures of the  
23 water coming down over the door. I'm  
24 not sure if that's the one he's  
25 referring to or if he's referring to

1 the front door which we had to  
2 replace due to water damage because  
3 it was rotting out.

4 Q. It seems to me that there's  
5 substantial water damage here. Now,  
6 you went up into the house and looked  
7 at these walls, and you didn't see  
8 this prior to your purchasing it?

9 A. I'm not an expert on drywall  
10 and so on. However, that's when we  
11 had the contractor come in and take a  
12 look at it.

13 Q. Why didn't you have the  
14 contractor go in before you bought  
15 it?

16 A. That's because we made the  
17 mistake of trusting that they would  
18 not, you know, that they would give a  
19 full disclosure.

20 Q. Sir, you're saying that when  
21 you went in, you looked at it and it  
22 looked okay?

23 A. Yes.

24 Q. Okay.

25 A. But you could look at an

1 automobile and couldn't tell whether  
2 it's running or not.

3 Q. I'm asking you. You went into  
4 those upstairs rooms where you're  
5 claiming all this water damage to be  
6 and everything looked okay to you?

7 A. Uh-huh (yes).

8 Q. Okay. Again, you're saying  
9 that page two has --- he had to do  
10 all of this work, replace all the  
11 drywall ---?

12 A. But we didn't have this work  
13 done. We cannot afford it based on  
14 the roof. This is pending.

15 Q. Oh, this is pending. But it's  
16 only for the leakage?

17 A. Yes. We hadn't fixed all the  
18 leakage. This would also be --- this  
19 drywall that's listed, it would be  
20 for the ceiling. You know, in  
21 several rooms the ceiling needs to be  
22 replaced and it's a drywall ceiling.

23 Q. So you're saying that all of  
24 these things, the tile floor, the  
25 resilient tile floor ---?

1 A. I'm not sure about the tile  
2 floor. I think that may have been  
3 --- maybe he misunderstood us when he  
4 put the tile floor.

5 Q. Am I correct in saying, sir,  
6 that your Exhibit I from Mr. Allen,  
7 which consists of four pages, sets  
8 forth a number of items on there such  
9 as toilets. I'd refer you to page  
10 three, a high tank toilet?

11 A. He says remove floor where it  
12 can be reinstalled. Oh, this is  
13 based on the floor. The roof that we  
14 had the pitch raised, whenever they  
15 stepped up on there to work on it,  
16 the worker's feet had actually gone  
17 through. And, you know, as a result  
18 of all this water damage, he started  
19 looking around. And the flooring is,  
20 you know, rotted, you know, around  
21 the tub. So that's where more of  
22 this probably would've come from is  
23 from a construction, you know,  
24 worker's view that would have to be  
25 done in order to put the house into

1 the condition that we bought it,  
2 well, that we were buying it on under  
3 the disclosure statement.

4 Q. Under the disclosure  
5 statement.

6 A. Yes.

7 Q. So you're saying all of this  
8 work needed to be done to meet your  
9 expectation?

10 A. Since I am not a qualified  
11 electrician or construction worker, I  
12 would say that I cannot verify.

13 Q. All right. That's good. And  
14 in addition, sir, the house that you  
15 bought from the Ceparishes was an  
16 older home; right?

17 A. Yes.

18 Q. It needed work, and you needed  
19 work when you purchased it?

20 A. Yes. We anticipated that.

21 Q. Okay.

22 ATTORNEY KUBISTA:

23 I don't have any  
24 further questions for Mr.  
25 Hahn.

1                    ATTORNEY GEARHART:

2                    I think I do.

3                    EXAMINATION

4                    BY ATTORNEY GEARHART:

5                    Q.            Ken, when you said you  
6                    anticipated it needed work, what did  
7                    you anticipate it needed?

8                    A.            We anticipated windows would  
9                    need repaired and the carpeting would  
10                   have to be replaced. And we  
11                   anticipated maybe some minor, you  
12                   know, other repairs here and there.  
13                   But not to the extent to which we  
14                   discovered.

15                   Q.            Okay. What do you mean you  
16                   anticipated windows would need  
17                   repair?

18                   A.            The windows were an older  
19                   window. They're not very energy  
20                   efficient, and so, you know, we had  
21                   made plans to put more energy  
22                   efficient windows in there. And we  
23                   had not entered into a contract for  
24                   such.

25                   Q.            All right. Did your later



1 discoveries change your opinions  
2 about the windows at all?

3 A. No. The windows still needed  
4 replaced. But ---.

5 Q. Go on.

6 A. Just that the, you know, even  
7 after the discovery we --- well, by  
8 the time that we discovered most of  
9 this, we had already entered into a  
10 contract. So we were obligated to  
11 replace the windows based on that  
12 contract. But we would've replaced  
13 the windows regardless because we,  
14 you know, air was coming into them.  
15 You know, they weren't very  
16 efficient.

17 Q. Ms. Kubista asked you about  
18 the stains and water damage that you  
19 noticed later. And she asked if you  
20 had been in the house before. You  
21 didn't notice them before; right?

22 A. No. I didn't notice the ---.  
23 When we came to look at the house to  
24 do a walk through, I didn't notice  
25 any of the water stains on the

1 ceilings.

2 Q. Do these stains become more  
3 visible at certain times of the day?

4 A. During the daylight hours.  
5 But the stains --- what becomes  
6 noticeable is the areas to where they  
7 were painted. We could tell that  
8 where the stains where they were  
9 painted.

10 Q. When do they become  
11 noticeable?

12 A. Dawn and then --- during the  
13 high of the day there was some shade  
14 in there, you know, but anytime the  
15 sun comes into the window.

16 Q. When you inspected the  
17 basement, were certain things  
18 blocked?

19 A. Yes. We noticed several items  
20 stacked up around the dirt floor  
21 portion. So rather than tracking in  
22 the house, we didn't feel it would be  
23 appropriate to track dirt back  
24 upstairs in the home, we didn't walk  
25 into the dirt floor.

1 Q. Was there any mention of the  
2 Ceprishes of what was behind these  
3 stacked boxes?

4 A. Just that there was a dirt  
5 floor.

6 Q. You say after you moved in you  
7 noticed the sump pump was constantly  
8 running?

9 A. Correct.

10 Q. How much noise is that?

11 A. It's a fairly loud hum. It  
12 can be heard from, you know, up  
13 above, on the floor directly above  
14 which would've been the bathroom.

15 Q. When did it run?

16 A. The sump pump has an automatic  
17 switch on it to run whenever there's  
18 water rolling into the sump hole, the  
19 sump well as they call it. And that  
20 switch, you know, whenever the float  
21 comes up it automatically kicks on.

22 ATTORNEY GEARHART:

23 I hate it when I write  
24 down notes and I can't  
25 remember what they mean.

1 ATTORNEY KUBISTA:

2 I know.

3 ATTORNEY GEARHART:

4 Move-in date/closing  
5 date --- oh, I know.

6 BY ATTORNEY GEARHART:

7 Q. Was your move-in date  
8 different than your closing date?

9 A. Yes.

10 Q. Okay. Can you explain that?

11 A. Move-in date and closing date?

12 Q. Your closing date was ---.

13 A. I think we closed  
14 approximately 20 some whole days  
15 before we actually moved in.

16 Q. When you closed, to your  
17 knowledge, as Ms. Kubista pointed out  
18 you might not have been there to see  
19 if they had actually moved out, but  
20 to your knowledge had they moved out?

21 A. No.

22 Q. Was that agreed that they  
23 would continue to live there?

24 A. Yes.

25 Q. And how long were they to

1 continue to live there?

2 A. I believe it was 20 days or 25  
3 days. I can't recall exactly.

4 Q. Was there a date certain then  
5 that you would be allowed to move in?

6 A. Yes.

7 Q. And you'd say that was about  
8 20 some days after the closing?

9 A. Yes. It was approximately 20  
10 days, I think it was.

11 Q. Were there any conditions on  
12 them living there after the closing  
13 date?

14 A. Yes. Any damages that they  
15 would have, you know, that occurred  
16 to the home in the process of them  
17 moving out they would be responsible  
18 for.

19 Q. You've taken some pictures and  
20 a video of these damages; correct?

21 A. Correct.

22 Q. And the pictures were taken by  
23 you?

24 A. Yes.

25 ATTORNEY GEARHART:

1 Off the record.

2 OFF RECORD DISCUSSION

3 BY ATTORNEY GEARHART:

4 Q. Did you and your wife also  
5 prepare a video?

6 A. Yes. We prepared a video.

7 Q. And you prepared that last  
8 night?

9 A. We added on to the original  
10 video that we had showed you, we  
11 added on to show the attic.

12 Q. Okay. The original one  
13 would've been taken about October,  
14 November?

15 A. I believe it was approximately  
16 three, four weeks after we moved in.

17 Q. September?

18 A. Yes.

19 Q. And you added on to it  
20 afterwards?

21 A. Yes.

22 Q. You added on to it afterwards  
23 and that was last night?

24 A. Yes, last night.

25 Q. And you and your wife both

1 were the ones that prepared the  
2 video?

3 A. Yes.

4 Q. And the pictures you took, did  
5 anybody else take any of the  
6 pictures?

7 A. No. I operated the camera.  
8 My wife may have taken one or two  
9 oddball pictures, but I took the  
10 majority of the pictures.

11 Q. What do you mean by oddball  
12 pictures?

13 A. Maybe one picture here.

14 Q. Oh, I'm sorry. Random?

15 A. Yeah, random pictures. Yeah,  
16 I took the majority of the pictures.  
17 The one roll of film that we lost, I  
18 believe those are the ones that she  
19 had taken. We did lose one roll of  
20 film. However --- that's what  
21 happened.

22 RE-EXAMINATION

23 BY ATTORNEY KUBISTA:

24 Q. I just have one thing to ask,  
25 and I don't know that he indicated

1 that there was not any work done yet  
2 to put on the new roof; right? Or  
3 are you saying that ---. You said  
4 that Mr. Allen didn't do any of this  
5 work and ---.

6 A. He repaired the roof.

7 Q. But the entire roof, did he  
8 put all new shingles on it, the whole  
9 thing already?

10 A. Yes. We had him do that.

11 Q. Okay. But you haven't done  
12 any other work in the inside?

13 A. We've put new carpet, we've  
14 put new windows, we ---.

15 Q. I mean, in reference to the  
16 water damage. You know, all that  
17 drywall stuff you said you haven't  
18 paid for yet, I haven't gotten  
19 to ---?

20 A. No. We haven't touched most  
21 of that.

22 ATTORNEY KUBISTA:

23 I need to get possibly  
24 a contractor in to look at it  
25 myself, but we won't hold you



1 up. Probably within the next  
2 ten days we'll arrange that.

3 ATTORNEY GEARHART:

4 Well, can we try to  
5 arrange it before February  
6 20th --- well, I'll  
7 just ---.

8 ATTORNEY KUBISTA:

9 What's --- February  
10 what?

11 ATTORNEY GEARHART:

12 Well, I'm leaving March  
13 1st.

14 ATTORNEY KUBISTA:

15 Oh, you wouldn't want  
16 to interrupt that trip. All  
17 right. We'll get it arranged  
18 before then. I promise,  
19 Denny.

20 ATTORNEY GEARHART:

21 You can still get ahold  
22 of me. I mean, you ---.

23 ATTORNEY KUBISTA:

24 No. I wouldn't do that  
25 to you.

1 ATTORNEY GEARHART:

2 Well, it doesn't  
3 matter. I still have to work.

4 ATTORNEY KUBISTA:

5 You'll be on vacation.  
6 I don't want to be ---.

7 ATTORNEY GEARHART:

8 I can send the wife and  
9 kids. I still have to work.

10 ATTORNEY KUBISTA:

11 I know you have to  
12 work, but you're on vacation.

13 ATTORNEY GEARHART:

14 But I still work.

15 ATTORNEY KUBISTA:

16 But I don't want ---  
17 not on my cases you're not  
18 going to. That's fine.

19 ATTORNEY GEARHART:

20 I take my little cell  
21 phone to baseball games and  
22 tell you how warm it is.  
23 Well, anyway, what she's  
24 saying, Ken, is that she's  
25 going to get her own opinion,

1 but we'll make arrangements of  
2 when we can come in and  
3 inspect your house.

4 A. Okay. That's fine.

5 ATTORNEY KUBISTA:

6 And I'll try to do that  
7 within the next week or so.

8 Denny, you're leaving March 2?

9 ATTORNEY GEARHART:

10 Don't worry. March 1.

11 ATTORNEY KUBISTA:

12 March 1. Okay. I got  
13 it.

14 ATTORNEY GEARHART:

15 Twenty-three (23) days,  
16 but who's counting?

17 ATTORNEY KUBISTA:

18 I know I would be.

19

20 \* \* \* \* \*

21 DEPOSITION CONCLUDED AT 11:10 A.M.

22 \* \* \* \* \*

23

24

25

1 COMMONWEALTH OF PENNSYLVANIA)

2 COUNTY OF BLAIR )

3 C E R T I F I C A T E

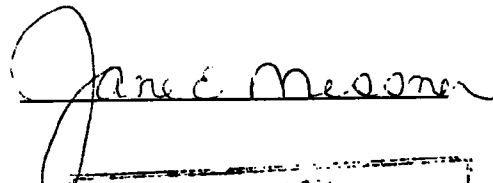
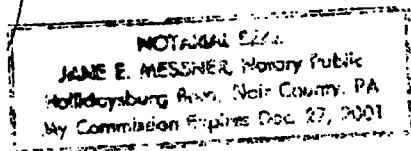
4 I, Jane E. Messner, a Notary Public in and for  
5 the Commonwealth of Pennsylvania, do hereby certify:

6 That the witness was first duly sworn to testify  
7 to the truth, the whole truth, and nothing but the  
8 truth; that the foregoing deposition was taken at the  
9 time and place stated herein; and that the said  
10 deposition was taken stenographically by me and  
11 reduced to typewriting, and constitutes a true and  
12 correct record of the testimony given by the witness.

13 I further certify that the reading and signing  
14 of said depositions were (~~not~~) waived by counsel for  
15 the respective parties and by the witness.

16 I further certify that I am not a relative,  
17 employee or attorney of any of the parties, nor a  
18 relative or employee of counsel, and that I am in no  
19 way interested directly or indirectly in this action.

20 IN WITNESS WHEREOF, I have hereunto set my hand  
21 and stamp this 16<sup>th</sup> day of February 2001.

22  
23   
24  
25 

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

\* \* \* \* \*

KENNETH J. HAHN \*

and LORI A. HAHN, \*

husband and wife, \*

Plaintiffs \* Case No.

vs. \* 00-1247-CO

DANIEL E. CEPRISH \*

and NICOLE L. \*

CEPRISH, husband \*

and wife, \*

Defendants \*

\* \* \* \* \*

DEPOSITION OF  
LORI A. HAHN  
February 6, 2001

COPY

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EXHIBIT

B

Sargent's Court Reporting Service, Inc.

08

## DEPOSITION

OF

LORI A. HAHN, taken on behalf of the  
Defendants herein, pursuant to the  
Rules of Civil Procedure, taken  
before me, the undersigned, Jane E.  
Messner, a Court Reporter and Notary  
Public in and for the Commonwealth of  
Pennsylvania, at the law offices of  
R. Denning Gearhart, 215 East Locust  
Street, Clearfield, Pennsylvania, on  
Tuesday, February 6, 2001, beginning  
at 11:15 a.m.

## A P P E A R A N C E S

R. DENNING GEARHART, ESQUIRE

215 East Locust Street

Clearfield, PA 16830

COUNSEL FOR PLAINTIFFS

KIMBERLY M. KUBISTA, ESQUIRE

Belin & Kubista

15 North Front Street

Clearfield, PA 16830

COUNSEL FOR DEFENDANTS

## I N D E X

WITNESS: LORI A. HAHN

EXAMINATION

by Attorney Kubista 7 - 33

EXAMINATION

by Attorney Gearhart 33 - 34

CERTIFICATE 35



EXHIBIT PAGE

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGE IDENTIFIED</u>
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NONE OFFERED

OBJECTION PAGEATTORNEYPAGE

NONE MADE

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## P R O C E E D I N G S

-----  
LORI A. HAHN, HAVING FIRST BEEN DULY  
SWORN, TESTIFIED AS FOLLOWS:  
-----

## EXAMINATION

BY ATTORNEY KUBISTA:

Q. Ma'am, would you state your  
full name for the record, please.

A. Lori Anne Hahn.

Q. I apologize. I'm going to do  
that a number of times. My name is  
Kim Kubista. I represent the  
Ceprishes in this case. If I ask you  
a question that you don't understand,  
please let me know. I'll rephrase  
it. If you would like to confer with  
Mr. Gearhart, your attorney, if  
you'll let me know I'll stop, I'll  
step out of the room so that you feel  
comfortable. Okay? What's your  
address?

A. P.O. Box 47, Allport, PA.

Q. Okay. I assume you're married  
to Mr. Kenneth Hahn?

1 A. Yes.

2 Q. Okay. I'm also going to try  
3 to fly through some of these to make  
4 the court reporter get to Tyrone  
5 okay. Am I correct, Lori, in saying  
6 that on June 8th, 2000, you and your  
7 husband entered into an agreement of  
8 sale with the Ceprishes?

9 A. Yes.

10 Q. Am I correct in saying that  
11 the document that you attached to  
12 your complaint here --- let me show  
13 you. This is your complaint; am I  
14 right?

15 A. Yes.

16 Q. Okay. Is that exhibit, which  
17 I've marked Exhibit One, the  
18 agreement of sale that you entered  
19 into?

20 A. Yes.

21 Q. And is that your signature?

22 A. Yes. That's my signature.

23 Q. And you also executed an  
24 addendum which is the second page of  
25 Deposition Exhibit One?

1 A. Yes.

2 Q. Okay. Am I correct in saying  
3 that you were purchasing a dwelling  
4 home in Morris Township, Clearfield  
5 County?

6 A. Yes.

7 Q. A single family dwelling I  
8 guess is what I wanted to say. And  
9 along with that you were buying a  
10 stove, refrigerator, and dishwasher?

11 A. Yes.

12 Q. Did you read all parts of the  
13 agreement as well as the addendum?

14 A. Yes.

15 Q. Okay. So you purchased the  
16 home for \$53,000?

17 A. Yes.

18 Q. And the stove, refrigerator,  
19 and dishwasher were included in that?

20 A. Yes.

21 Q. On how many occasions did you  
22 examine the property?

23 A. Once.

24 Q. And when was that?

25 A. That was --- what was the last

1 day of school last year, June 2nd?

2 Q. Of 2000?

3 A. Yes.

4 Q. What time of day were you  
5 there?

6 A. It was in the evening.

7 Q. And who all was there?

8 A. Me, my husband, Mr. and Mrs.  
9 Ceprish.

10 Q. Did you ever come back with  
11 relatives to show them the home?

12 A. My mother-in-law came with me  
13 the day that the appraiser was there.  
14 I was there, but I didn't really  
15 inspect. I just walked around. I  
16 wasn't like looking like I was the  
17 first time.

18 Q. Did you walk in every room?

19 A. Yes. Except the basement. I  
20 was pregnant. I couldn't go in the  
21 basement or the attic so ---.

22 Q. I can appreciate that.

23 A. I did go into the basement  
24 whenever they did the appraisal, but  
25 it was very tricky to get down so I

1 didn't even try the attic.

2 Q. So you were there on June 2nd,  
3 2000, in the evening when school was  
4 let out, and that's when you did your  
5 examination or your inspection?

6 A. Yes.

7 Q. Now, you're aware that in  
8 accordance with the agreement of  
9 sale, you indicated that you had  
10 thoroughly examined the property to  
11 be conveyed?

12 A. Yes.

13 Q. And you would also agree with  
14 me that pursuant to the addendum,  
15 which is the second page of the  
16 agreement of sale that you had the  
17 right to do any and all inspections,  
18 tests, surveys, repairs?

19 A. Yes.

20 Q. Okay. You had a mortgage on  
21 these premises?

22 A. Yes.

23 Q. With VA? You have VA?

24 A. Yes.

25 Q. Are you aware of the name of

1 the person you dealt with in the VA?

2 A. Her first name was Lori. I  
3 don't know her last name. She was  
4 coming from Brookville.

5 Q. From Brookville.

6 A. She's the one who does the VA  
7 appraisals for Clearfield and  
8 Jefferson Counties.

9 Q. What inspections did the VA  
10 perform that you know of?

11 A. She just walked around the  
12 house and looked at things. She  
13 asked Dan Ceprish a lot, or I don't a  
14 lot of questions, but she asked him  
15 questions. Then she went outside and  
16 looked at the outside of the house.  
17 And she checked on the paint. She  
18 looked a lot at the paint, but that  
19 was about it.

20 Q. At the paint?

21 A. Yes.

22 Q. And did she direct that  
23 anything be done with the paint?

24 A. We had to paint the eaves,  
25 trim and eaves.



1 Q. Okay. And then she went  
2 through all the rooms of the house?

3 A. Yes.

4 Q. Okay.

5 A. But she didn't do it very  
6 thoroughly. She was there for about  
7 25 minutes.

8 Q. Was she writing things down as  
9 she went in and out of the rooms?

10 A. Not that I could tell because  
11 she had her lap --- she brought a  
12 laptop, but she kept it down in the  
13 kitchen.

14 Q. Okay. But she did, in fact,  
15 go through the house?

16 A. Yes, very briefly.

17 Q. Are you aware of the pest  
18 inspection that was directed to be  
19 done?

20 A. Yes.

21 Q. And, in fact, you received the  
22 results of the pest inspection?

23 A. And it proved there were  
24 carpenter ants.

25 Q. Okay. And let me show you

1 Deposition Exhibit Two. Do you  
2 recognize that document?

3 A. Yes.

4 Q. And your signature appears on  
5 that?

6 A. Yes.

7 Q. It's a termite hold-harmless  
8 letter; am I right?

9 A. Yes.

10 Q. Executed by you and your  
11 husband?

12 A. Uh-huh (yes).

13 Q. And would you agree with me  
14 that that exhibit consists of about  
15 six pages?

16 A. Yeah, roughly.

17 Q. Roughly six pages? And am I  
18 correct in saying that that document  
19 was given to you prior to the closing  
20 on the house?

21 A. This was given to us, I  
22 believe, the day of the closing.

23 Q. Okay. You were aware of the  
24 results of that testing, though,  
25 prior to that day?

1 A. Yeah. Whenever the lady who  
2 did our mortgage, when she called us  
3 and told us that we had the house, or  
4 that it was infected and we had to  
5 have it sprayed, Mrs. Ceprish called  
6 me and told me that they would pay  
7 for that because they knew that  
8 problem had existed for a long time,  
9 which I believe is contradictory to  
10 her one point ---.

11 Q. The carpenter ants problem?

12 A. She said that that problem had  
13 been around for a long time. That's  
14 why they paid the 120 or whatever  
15 dollars for the infestation.

16 Q. Okay. And who all was privy  
17 to that conversation?

18 A. That was just me and her on  
19 the phone.

20 Q. And what date did that occur?

21 A. It would've been the end of  
22 June. It was right before the baby  
23 was born.

24 ATTORNEY GEARHART:

25 I don't remember

1           whether or not you told her  
2           this, but if you don't know  
3           something, it's a lot better  
4           to say you don't know rather  
5           than guess because she'll hold  
6           it against you.

7    A.       I do just know it was right  
8           before the baby was born.

9    BY ATTORNEY KUBISTA:

10   Q.       Okay. And when was your baby  
11           born?

12   A.       July 5th.

13   Q.       Okay. When you initially took  
14           your examination, you say June 2nd,  
15           what rooms in the house did you go  
16           into again?

17   A.       I went into all of them except  
18           the first time I didn't go into the  
19           attic or the basement. When we went  
20           back for the --- when the lady did  
21           the appraisal I did go down to the  
22           basement, but I just stood at the top  
23           of the stairs.

24   Q.       Just as you had described  
25           before?

1 A. Yes.

2 Q. I'd like you to go through the  
3 complaint that you filed, and I'm  
4 going to be using the complaint and  
5 the amended complaint, Mrs. Hahn.  
6 The complaint itself has your  
7 exhibits attached to it. The amended  
8 complaint is what has this yellow  
9 strip on it that you're looking at.

10 A. Yes.

11 ATTORNEY GEARHART:

12 I'm sorry. This was  
13 attached.

14 BY ATTORNEY KUBISTA:

15 Q. Ma'am, I'd refer you to  
16 paragraph six of the amended  
17 complaint.

18 A. Okay.

19 Q. The amendment complaint you're  
20 looking at, before we go to paragraph  
21 six, look at the back page. That's  
22 your signature that appears on there?

23 A. Yes, it is.

24 Q. Okay. Now, in reference to  
25 paragraph 6-A, it refers to that the

1 Defendants failed to disclose  
2 extensive fire damage.

3 A. Yes.

4 Q. And that you commenced repair  
5 of the roof when you moved in, and it  
6 was noticed that there was an entire  
7 room between the two bedrooms in the  
8 upstairs which had extensive fire  
9 damage; right?

10 A. Yes.

11 Q. And which has been hidden by  
12 paneling and roofing rather than  
13 repaired. To your knowledge, who put  
14 the paneling on the room?

15 A. That was supposed to be  
16 siding, not paneling. The siding was  
17 more outside.

18 Q. You need to answer my  
19 question, ma'am. To your knowledge,  
20 who put the paneling on that room?

21 A. I don't know.

22 Q. Okay. Do you have absolute  
23 knowledge that the Ceprishes knew of  
24 the fire damage you're referring to?

25 A. Can you clarify that, please.

1 Q. How do you know they knew?

2 A. Because they just put the  
3 siding on the outside of the house  
4 this spring, and as soon as we took  
5 the siding off to raise the pitch of  
6 the roof on the back of the house it  
7 was extremely obvious. And they told  
8 us that they put the siding on in  
9 April and that is consistent with  
10 neighbors telling us that, yes, the  
11 siding was just put on this spring.

12 Q. How do you know that they  
13 absolutely knew? Do you know they  
14 saw it? Do you have any witnesses  
15 that say ---?

16 A. I have no witnesses, but it's  
17 very blatant.

18 Q. According to what you believe  
19 to be blatant, your definition of it?

20 A. Well, yes. The carpenters  
21 immediately came and got us.

22 Q. Who put their siding on?

23 A. They did.

24 Q. They did.

25 A. They told us they did.

1 Q. Do you have pictures of the  
2 fire damage?

3 A. I have it on the video from  
4 the inside. We will take the siding  
5 off on the outside if you want us to.

6 Q. Okay. But other than you're  
7 saying, boy, this was blatant or  
8 whatever, you don't have any absolute  
9 evidence that they knew there was  
10 extensive fire damage?

11 A. No. But it's pretty obvious.

12 Q. Well, from what you're saying  
13 it's obvious to you. Okay? Do you  
14 have any idea that the extensive fire  
15 damage occurred during their  
16 ownership?

17 A. No.

18 Q. Okay. Do you have any  
19 witnesses that say that extensive  
20 fire damage occurred during their  
21 ownership?

22 A. No. I could ask neighbors,  
23 but they wouldn't know.

24 Q. But at this point you don't  
25 know?



1 A. Yes.

2 Q. I'd ask you to look at  
3 paragraph 6-B of your complaint. 6-B  
4 says that to paragraph 3.3, they're  
5 referring to the disclosure  
6 statement. When asked if the roof  
7 ever leaked during their ownership,  
8 the Defendants answered no and, in  
9 fact, there is evidence of  
10 substantial damage from leakage.

11 Ma'am, what evidence to you have that  
12 the Defendants actually had knowledge  
13 that the roof was leaking and leaked  
14 during the time they owned it?

15 A. We have pictures of the  
16 attempts to cover it up.

17 Q. By whom?

18 A. I don't know.

19 Q. So you don't know that they  
20 attempted to cover it up during their  
21 ownership?

22 A. No.

23 Q. You indicate that the evidence  
24 also included watermarks, and I'm  
25 referring to 6-B again. Watermarks

1 on the ceiling evidence of steadily  
2 leaking, or pardon me, evidence of  
3 water steadily leaking through the  
4 ceiling each time there's a  
5 rainstorm. Substantial damage to  
6 drywall. Evidence of attempts to  
7 paint over water marks. You say  
8 evidence of attempts to paint over.  
9 You have no knowledge that the  
10 Defendants attempted to paint over  
11 them?

12 A. No.

13 Q. Okay. And there's indication  
14 of water leakage in the valley of the  
15 roof. I assume somebody had to climb  
16 up on the valley of the roof?

17 A. Our contractor went up there.

18 Q. Did you elect to have any  
19 inspections done prior to the  
20 purchase of the home?

21 A. No. Their realtor went  
22 through the full disclosure statement  
23 with us, and he told us that, you  
24 know, this is the condition you're  
25 buying the house in. This is

1 everything, you know. And we assumed  
2 that because she worked for a lawyer  
3 she was being honest. And I know her  
4 relatives, so we just kind went on a  
5 trust basis there kind of thinking  
6 that, you know, we could believe her.

7 Q. But you didn't, to answer my  
8 question, you didn't elect to do any  
9 inspections?

10 A. No.

11 ATTORNEY GEARHART:

12 Off the record.

13 OFF RECORD DISCUSSION

14 BY ATTORNEY KUBISTA:

15 Q. Paragraph five, or paragraph  
16 C, 6-C, paragraphs five one, two,  
17 three, and four, you say Defendants  
18 answered no to damages involving  
19 termites, etc. We've already been  
20 over that. You did get your  
21 inspection report prior to your  
22 closing?

23 A. Yes.

24 Q. Okay. And you elected to  
25 close regardless?

1 A. Yes. We didn't think that was  
2 a major point. We just included that  
3 to prove that there was intentional  
4 falsifications on the full  
5 disclosure.

6 Q. And the disclosure statement  
7 was actually completed prior to your  
8 inspection being completed?

9 A. Yes.

10 Q. Again, and I assume paragraph  
11 6-D kind of dovetails into what we've  
12 already talked about about the water  
13 leakage in the house. You have no  
14 direct knowledge that the Defendants  
15 had water leakage in the house when  
16 they lived there?

17 A. No.

18 Q. And I assume you're not the  
19 plumber in the house. Correct me if  
20 I'm wrong.

21 A. No.

22 Q. Do you know the difference  
23 between PVC and copper plumbing?

24 A. Yes, I do.

25 Q. Did you engage in any of the

1 work to install it?

2 A. Other than hold a piece in  
3 place while my husband scooted it in.

4 Q. Am I correct in saying that I  
5 was better off to ask him those  
6 questions regarding the plumbing than  
7 you?

8 A. Yes.

9 Q. Okay.

10 A. I just know that the day we  
11 moved in he was frantically going to  
12 the hardware store to get new  
13 plumbing.

14 Q. Understood. You were in and  
15 out of the basement prior to the time  
16 you closed?

17 A. I wasn't.

18 Q. You were not. Were you in  
19 other parts of the house?

20 A. Occasionally. Like we were  
21 outside putting up a shed, and they  
22 would let us come and use the  
23 bathroom. And that's all I --- I  
24 wouldn't run through the house  
25 because they were still there.

1 Q. So you would use the bathroom,  
2 though?

3 A. Yes.

4 Q. Ever have any trouble getting  
5 hot water when you washed your hands  
6 after you went to the bathroom?

7 A. No.

8 Q. Okay. Paragraph 6-G refers to  
9 a smoke detector, that it was removed  
10 prior to the transfer of the house.

11 A. Yes.

12 Q. I'm correct in saying that the  
13 smoke detector was not listed as part  
14 of the personalty to go with the  
15 house?

16 A. It was on the full disclosure  
17 statement ---.

18 Q. No. They made a disclosure  
19 statement that on the date they  
20 signed it, there was a smoke detector  
21 in that house; did they not?

22 A. Yes.

23 Q. But the smoke detector isn't  
24 listed as part of the personalty that  
25 goes with the house on your agreement

1 of sale; am I correct?

2 A. No.

3 Q. Okay. Now, again my  
4 understanding is that you put an  
5 entire new roof on the house.

6 A. Yes.

7 Q. Isn't it true that the main  
8 problem, as you indicated, was with  
9 the valley of the roof?

10 A. Yes.

11 Q. Why did you put a whole new  
12 roof on then?

13 A. Because we figured we might as  
14 well just fix it all at the time.

15 Q. Okay. Again, water heater and  
16 plumbing questions are better suited  
17 for your husband than yourself?

18 A. Yes.

19 Q. You know nothing about those  
20 items?

21 A. I just know he got new ones.

22 Q. I appreciate that. I'm going  
23 to ask you some other questions.

24 ATTORNEY KUBISTA:

25 Off the record.

1 OFF RECORD DISCUSSION

2 BY ATTORNEY KUBISTA:

3 Q. Again, Mrs. Hahn, in  
4 paragraphs eight, nine, and I want to  
5 say ten of your amended complaint, it  
6 talks about the cost of materials  
7 used.

8 A. Yes.

9 Q. Your husband's hourly rate.  
10 How did he come up with \$15 an hour?

11 A. Mr. Gearhart talked to him  
12 about it.

13 Q. Okay. He didn't come out with  
14 that himself, then? He had no  
15 knowledge of what it was to ---?

16 A. I believe that was why. I  
17 can't remember exactly, but I'm  
18 almost positive.

19 ATTORNEY GEARHART:

20 Off the record.

21 OFF RECORD DISCUSSION

22 BY ATTORNEY KUBISTA:

23 Q. And paragraph ten talks about  
24 Larry Allen Construction and there's  
25 an exhibit attached to the amended



1 complaint setting forth an estimate.

2 Would you turn to Exhibit I?

3 A. Where's Exhibit I?

4 Q. It's attached --- that's on  
5 your original complaint, Exhibit I.

6 A. Is it I?

7 Q. Yes. It's I, but it's like  
8 three or four pages, I think.

9 A. Yeah. This whole typed thing.  
10 Okay.

11 Q. Is that an estimate by Mr.  
12 Allen to complete work that was ---  
13 you deem to be as a result of failure  
14 to disclose by the Plaintiffs?

15 A. Yes.

16 Q. Or is that also including work  
17 beyond that for you, too?

18 A. No. I believe, if I remember  
19 correctly, that was to --- he went  
20 through the house and did an  
21 inspection. And I can't remember  
22 exactly how he came up with all this.  
23 But I know the roofing stuff is on  
24 there and other things like the dry  
25 rot.

1 Q. Let me ask you this. Mrs.  
2 Hahn, the lady, Lori, from the VA,  
3 did she ever indicate anything to you  
4 about water leakage in the house?

5 A. When they were down in the  
6 basement and I was at the bottom of  
7 the stairs, she had mentioned that it  
8 looked like the basement would leak.  
9 And Mr. Ceprish said yeah, but  
10 there's a sump pump.

11 Q. And you heard the sump pump?

12 A. Yes. But we didn't realize it  
13 was to the extent as what it was  
14 because the first rain we had all of  
15 a sudden it was everywhere.

16 Q. Did you get leakage --- well,  
17 he said there was some leakage in the  
18 basement?

19 A. He said some.

20 Q. Let me ask you this. Did she  
21 mention any leakage regarding the  
22 rooms upstairs?

23 A. I don't know. I was in a  
24 different room than her. I kind of  
25 stayed back ---.

1 Q. Did she ever mention to it  
2 you, ma'am?

3 A. No. She didn't talk to any of  
4 us. We asked her, and she refused to  
5 comment.

6 Q. Okay. All right. Fair  
7 enough. But you say her name was  
8 Lori, she's based in Brookville?

9 A. That's all I can remember. I  
10 didn't see any papers from her when  
11 it was done. It all went right to  
12 the bank.

13 Q. And who did you deal with at  
14 the bank?

15 A. It was through Crossland  
16 Mortgage.

17 Q. Do you know who it was?

18 A. Her name was Victoria.

19 Q. Victoria what?

20 A. It starts with a B. I have it  
21 at home.

22 Q. Can you get me the name --- do  
23 you have the name of the person from  
24 Brookville at home too or no?

25 A. I might. I can look.

1 Q. And also you'd have the name  
2 from Crossland Mortgage Corporation,  
3 Victoria something?

4 A. Yes. It's Bart or Brett. I  
5 have it at home.

6 Q. All right. Am I safe to say,  
7 Lori, that in reference to the issues  
8 raised in paragraphs eight and nine  
9 involving those invoices that are  
10 attached from Your Building Center  
11 and what not, it appears to me that  
12 your husband actually went for all of  
13 those items of hardware?

14 A. Yes.

15 Q. You have no knowledge of that?

16 A. I just know he'd say I'd have  
17 to go get this, like when the floor  
18 fell.

19 Q. Yes. But you didn't go?

20 A. Occasionally, I might go, but  
21 I usually sat out in the car with the  
22 baby.

23 Q. Okay. All right. And you  
24 didn't have any hands-on except hey  
25 honey hand me this, maybe?

1 A. Yeah. I did the painting and  
2 the things like that.

3 Q. Okay.

4 ATTORNEY KUBISTA:

5 I don't have anything  
6 else.

7 ATTORNEY GEARHART:

8 I just have one real  
9 quick.

10 OFF RECORD DISCUSSION

11 EXAMINATION

12 BY ATTORNEY GEARHART:

13 Q. Do you know what Ken makes an  
14 hour?

15 A. \$24, \$25 dollars an hour.  
16 It's in the twenties somewhere.

17 Q. Never mind.

18 ATTORNEY GEARHART:

19 I have nothing further.

20 A. I know his overtime is \$32 an  
21 hour.

22 ATTORNEY GEARHART:

23 I have nothing further.

24 I thought for sure that he was  
25 only making ---.

1 A. I think at that time because  
2 he's gotten two raises since then.

3 ATTORNEY GEARHART:

4 Whatever. He must be  
5 quite some plumber to get \$15  
6 an hour.

7 \* \* \* \* \*

8 DEPOSITION CONCLUDED AT 11:35 A.M.

9 \* \* \* \* \*

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1 COMMONWEALTH OF PENNSYLVANIA)

2 COUNTY OF BLAIR )

3 C E R T I F I C A T E

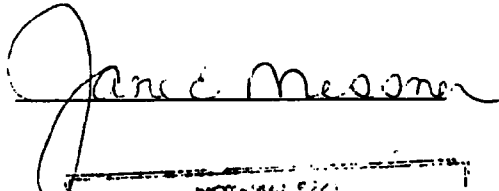
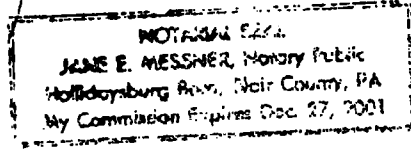
4 I, Jane E. Messner, a Notary Public in and for  
5 the Commonwealth of Pennsylvania, do hereby certify:

6 That the witness was first duly sworn to testify  
7 to the truth, the whole truth, and nothing but the  
8 truth; that the foregoing deposition was taken at the  
9 time and place stated herein; and that the said  
10 deposition was taken stenographically by me and  
11 reduced to typewriting, and constitutes a true and  
12 correct record of the testimony given by the witness.

13 I further certify that the reading and signing  
14 of said depositions were (not) waived by counsel for  
15 the respective parties and by the witness.

16 I further certify that I am not a relative,  
17 employee or attorney of any of the parties, nor a  
18 relative or employee of counsel, and that I am in no  
19 way interested directly or indirectly in this action.

20 IN WITNESS WHEREOF, I have hereunto set my hand  
21 and stamp this 16<sup>th</sup> day of February, 2001.

22  
23   
24  
25 

•PITTSBURGH, PA

•CLEARFIELD, PA

•STATE COLLEGE, PA

•HOLLIDAYSBURG, PA

•ERIE, PA

•OIL CITY, PA

•HARRISBURG, PA

SARGENT'S  
COURT REPORTING  
SERVICE, INC.

210 Main Street  
Johnstown, PA 15901  
(814) 546-8008

•INDIANA, PA

•GREENSBURG, PA

•PHILADELPHIA, PA

•SOMERSET, PA

•WILKES-BARRE, PA

•CHARLESTON, WA

CLEARFIELD, PENNSYLVANIA 16830

BE  
A. KUBISTA  
NEYS AT LAW  
157  
TH FRONT STREET  
P. O. BOX 1

FILED

SEP 27 2001  
O/3/22/2001  
William A. Shaw  
Prothonotary

*att'y Kubista*  
*WAS*



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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

DANIEL E. CEPRISH and NICOLE L.  
CEPRISH,  
Defendants

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:  
:

No. 00-1247-CD

CERTIFICATE OF SERVICE

File on behalf of

Defendants

Counsel of Record for  
this Party:

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

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

FILED

OCT 02 2001

William A. Shaw  
Prothonotary

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

DANIEL E. CEPRISH and NICOLE L.  
CEPRISH,  
Defendants

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No. 00-1247-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Defendants' Motion for Summary Judgment in the above captioned matter to the following party by first-class, postage prepaid mail on this 1st day of October, 2001:

R. Denning Gearhart, Esquire  
215 E. Locust Street  
Clearfield, PA 16830

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Defendants

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

FILED

OCT 02 2001

o/10250/102  
William A. Shaw  
Prothonotary

W. A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

KENNETH J. HAHN and :

LORI A. HAHN, husband and wife :

-VS- : No. 00 – 1247 – CD

DANIEL E. CEPRISH and :

NICHOLE L. CEPRISH :

**ORDER**

NOW, this 19<sup>th</sup> day of November, 2001, following argument and briefs into Motion for Summary Judgment filed on behalf of Defendants above-named, it is the ORDER of this Court that said Motion shall be and is hereby sustained to the extent that all bases for recovery alleged by Plaintiffs in their Complaint shall be dismissed with the exception of the allegations of fire damage, incomplete plumbing and roof leakage.

By the Court,

  
\_\_\_\_\_  
President Judge

**FILED**

NOV 20 2001

**William A. Shaw**  
Prothonotary

FILED

NOV 20 2001

01:04 p.m.

William A. Shaw

Prothonotary

*WAS*

1cc atty bearhart  
1cc atty Kubistka.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED - 02/27/02

CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATED TRIAL TIME
00-1247-CD	( ) Jury ( ) Non-Jury (X) Arbitration Day(s)	<u>1</u>

Date Complaint  
Filed: October 6, 2000

PLAINTIFF(S)

KENNETH J. HAHN and LORI A. HAHN, husband and wife  
( )

DEFENDANT(S)

DANIEL E. CEPRISH and NICOLE L. CEPRISH, husband and wife  
( )

ADDITIONAL DEFENDANT(S)

NONE  
( )

Check Block if  
a Minor is a  
Party to the  
Case

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

R. Denning Gearhart, Esquire

2/27/02

AMOUNT AT ISSUE

CONSOLIDATION

DATE CONSOLIDATION ORDERED

Less/More than  
\$25,000.00

( ) yes (X) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE ARBITRATION LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

  
R. DENNING GEARHART, ESQUIRE

FOR THE PLAINTIFFS

TELEPHONE NUMBER

R. Denning Gearhart, Esquire  
215 E. Locust Street  
Clearfield, PA 16830

814-765-1581

FOR THE DEFENDANT

TELEPHONE NUMBER

Kimberly M. Kubista, Esquire  
BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830

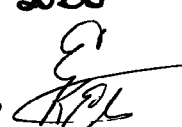
814-765-8972

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

NONE

**FILED**

FEB 27 2002  
6/10:33/atty Gearhart  
William A. Shaw  
Prothonotary  
pd \$20.00  
no cc  
Copy CA  




OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-8889 7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

April 2, 2002

R. Denning Gearhart, Esquire  
Attorney at Law  
215 East Locust Street  
Clearfield, PA 16830

Kimberly M. Kubista, Esquire  
Belin & Kubista  
Post Office Box 1  
Clearfield, PA 16830

RE: KENNETH J. HAHN, al  
vs.  
DANIEL E. CEPRISH, al  
No. 00-1247-CD

FILED

0111:02 BH NO CC  
APR 09 2002

William A. Shaw  
Prothonotary

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Tuesday, June 11, 2002 at 9:00 A.M. The following have been appointed to the Board of Arbitrators:

J. Richard Mattern, II, Esquire  
Kim C. Kesner, Esquire  
Christopher J. Shaw, Esquire  
Blaise Ferraraccio, Esquire  
Brian K. Marshall, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

Very truly yours,  
*Marcy Kelley*  
Marcy Kelley  
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-~~8889~~ 7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

April 9, 2002

R. Denning Gearhart, Esquire  
Attorney at Law  
215 East Locust Street  
Clearfield, PA 16830

Kimberly M. Kubista, Esquire  
Belin & Kubista  
Post Office Box 1  
Clearfield, PA 16830

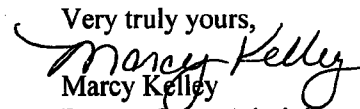
RE: KENNETH J. HAHN, al  
vs.  
DANIEL E. CEPRISH, al  
No. 00-1247-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Tuesday, June 11, 2002 at 9:00 A.M.** The following have been appointed as Arbitrators:

J. Richard Mattern, II, Esquire, Chairman  
Kim C. Kesner, Esquire  
Christopher J. Shaw, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local rule of Court.

Very truly yours,  
  
Marcy Kelley  
Deputy Court Administrator

cc: J. Richard Mattern, II, Esquire  
Kim C. Kesner, Esquire  
Christopher J. Shaw, Esquire



03/02/11 Cathy Kubick  
William A. Shaw  
Prothonotary

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

KENNETH J. HAHN and LORI A. HAHN,  
husband and wife,

Plaintiffs

vs.

DANIEL E. CEPRISH AND NICOLE L. CEPRISH,  
Defendants

:  
:  
:  
:  
:  
:  
:

File No 00-1247-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS  
FOR DISCOVERY PURSUANT TO RULE 4009.22

TO: Advantage Appraisers

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the court to  
produce the following documents or things: any and all documentation pertaining to

an inspection completed for Kenneth J. Hahn and Lori A. Hahan on or before July 19, 2000

in reference to a VA loan.

at Belin & Kubista, 15 North Front Street, Clearfield, Pennsylvania 16830

(Address)

You may deliver or mail legible copies of the documents or produce things requested by  
this subpoena, together with the certificate of compliance, to the party making this  
request at the address listed above. You have the right to seek in advance the reasonable  
cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty  
(20) days after its service, the party serving this subpoena may seek a court order  
compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Kimberly M. Kubista

ADDRESS: 15 North Front Street

Clearfield, PA 16830

TELEPHONE: (814) 765-8972

SUPREME COURT ID # 52782

ATTORNEY FOR: Defendants

BY THE COURT:

*William A. Shaw*

Prothonotary/Clerk, Civil Division

WILLIAM A. SHAW  
Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

Deputy

DATE: 5/8/02  
Seal of the Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA

KENNETH J. HAHN & LORI A. HAHN

PLAINTIFF  
VS  
DEFENDENT

DANIEL E. CEPRISH & NICOLE L.  
CEPRISH

NO. 00-1247-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF CLEARFIELD

I, R. STUART AUBER, BEING FIRST DULY SWORN AND ACCORDING TO  
LAW, DEPOSES AND SAYS:

1. THAT HE IS A CONSTABLE FOR THE COUNTY OF CLEARFIELD  
AND THE STATE OF PENNSYLVANIA, AND NOT A PARTY TO THE  
WITHIN ACTION.

2. THAT ON THE 10 DAY OF MAY 2002, HE SERVED A  
TRUE AND CORRECT COPY OF A SUBPOENA UPON  
ADVANTAGE APPRAISERS, AT MAIN ST.  
IN THE CITY, BORO, VILLAGE OF BROOKVILLE, TOWNSHIP OF  
JEFFERSON, COUNTY OF JEFFERSON PENNSYLVANIA,  
BY THEN AND THERE AT THE PLACE AND TIME NOTED ABOVE,  
DELIVERED TO LYNN(OFFICE MANAGER) A TRUE AND CORRECT  
COPY OF THE ABOVE STATED DOCUMENTS. TIME OF THIS SERVICE  
WAS AT 1140 HOURS.

R. Stuart Auber  
R. STUART AUBER, CONSTABLE  
215 1/2 STATE STREET  
CURWENSVILLE, PA 16833  
(814) 236-1407

**FILED**

MAY 13 2002  
03.02/Kcathy Kuba  
William A. Shaw  
Prothonotary

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

KENNETH J. HAHN and LORI A. HAHN,  
husband and wife,

Plaintiffs

vs.

DANIEL E. CEPRISH and NICOLE L. CEPRISH  
Defendants

File No. 00-1247-CD

**SUBPOENA TO ATTEND AND TESTIFY**

TO: Advantage Appraisers

1. You are ordered by the Court to come to Clearfield County Courthouse  
Courtroom No. 1

(Specify courtroom or other place)

at Clearfield Clearfield County, Pennsylvania, on June 11, 2002, at 9:00 o'clock,  
a . M., to testify on behalf of Defendants in the above case, and to remain until excused.

2. And bring with you the following:

Any and all documentation pertaining to an inspection completed for Kenneth  
J. Hahn and Lori A. Hahn on or before July 19, 2000 in reference to a  
VA loan.

If you fail to attend or to produce the documents or things required by this Subpoena, you may be subject to the sanctions authorized by Rule 234.5 of the Pennsylvania Rules of Civil Procedure, including but not limited to costs, attorney fees and imprisonment.

ISSUED BY A PARTY/COUNSEL IN COMPLIANCE WITH Pa.R.C.P. No. 234.2(a)

NAME: Kimberly M. Kubista  
ADDRESS: 15 North Front Street  
Clearfield, PA 16830  
TELEPHONE: 814-765-8972  
SUPREME COURT ID # 52782

BY THE COURT:



Prothonotary/Clerk, Civil Division

**WILLIAM A. SHAW**  
Prothonotary

My Commission Expires  
1st Monday in Jan. 2006

Deputy Clearfield Co., Clearfield, PA

DATE: 5/8/02

**OFFICIAL NOTE:** This form of Subpoena shall be used whenever a subpoena is issuable, including hearings in connection with depositions and before arbitrators, masters, commissioners, etc. in compliance with Pa.R.C.P. No. 234.1. If a subpoena for production of documents, records or things is desired, complete Paragraph 2.

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

DANIEL E. CEPRISH and NICOLE L.  
CEPRISH,  
Defendants

No. 00-1247-CD

**PRE-TRIAL MEMORANDUM**

Filed on behalf of Defendants

Counsel of Record for this party:

Kimberly M. Kubista  
PA ID #52782

BELIN & KUBISTA  
15 North Front St.  
Clearfield, PA 16830

(814) 765-8972

**FILED**

JUN 03 2002

0125115cc City Kubista  
William A. Shaw  
Prothonetary

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

No. 00-1247-CD

DANIEL E. CEPRISH and NICOLE L.  
CEPRISH,  
Defendants

**PRE-TRIAL MEMORANDUM**

**A. Factual Statement:**

On October 6, 2000, Kenneth J. Hahn and Lori A. Hahn (hereinafter "Hahns") filed a Complaint against Daniel E. Ceprish and Nicole L. Ceprish (hereinafter "Ceprish"). Thereafter, they filed an Amended Complaint on December 12, 2000 wherein Hahns alleged that Ceprishes failed to disclose alleged defects pertaining to the sale of a residential dwelling located in Morris Township, Clearfield County, Pennsylvania which Ceprishes had sold to Hahns pursuant to an Agreement of Sale dated June 8, 2000.

A deposition was taken of the Hahns on February 6, 2001 which depositions have been filed of record in this matter. Kenneth J. Hahn admitted that he and his Wife had executed an Agreement of Sale and an Addendum. The Agreement of Sale set forth a provision wherein Hahns indicated that they had thoroughly examined the property and relied solely on their judgment in making the agreement to purchase. The Addendum to the Agreement of Sale gave the Hahns the option of doing whatever tests or other inspections they deemed appropriate, at their own expense, and gave them the right to cancel the agreement if the inspections or tests were unsatisfactory.

After the deposition, Ceprishes filed a Motion for Summary Judgment. Judge Reilly entered an Order dated November 19, 2001 in which he granted partial summary judgment wherein all bases for recovery alleged by Plaintiffs in their Complaint were dismissed with the exception of fire damage, incomplete plumbing and roof leakage. Hence, this matter is submitted to the Board of Arbitration on these outstanding issues.

Testimony will reveal that there was never a fire at the premises during the ownership by the Defendants with the exception of a small grease fire in the kitchen which was clearly pointed out to the Hahns. Moreover, testimony will reveal that there was no leakage from the roof during the ownership of the premises by Defendants – no water marks, etc. Finally, Defendants did put new plumbing in the home based on new sewage installation as dictated by the municipality in which they reside; however, they did not replace plumbing dealing with the water line. Defendants' position is that the Complaint should be dismissed as all statements made in the disclosure statement were made in accordance with their personal knowledge and what they had reason to believe.

**B. Citation to applicable Case or Statute:**

Statute: 68 Pa. C.S.A. §7302, 7303, 7304, 7306, 7308, 7309 (attached)

The statutes cited above deal with the requirements of the disclosure statement in a residential real estate transaction. In this case, the sellers made no false representations knowingly on the disclosure statement. They answered the questions on the disclosure form based on their personal knowledge -- they made no statements known to them to be "false, deceptive or misleading," nor did they fail to disclose a material defect.

General case law and statutory law sets forth the following:

A seller who intends to transfer any interest in real property is required to complete a disclosure statement and disclose to the buyer any material defects with the property, 68 P.S. § 7303; however, it is well established that the seller "is not obligated . . . to make any specific investigation or inquiry in an effort to complete the disclosure statement," 68 P.S. § 7308. In addition, the seller may complete the disclosure statement based on personal knowledge. 68 P.S. § 7309.

Furthermore, in real estate transactions, case law sets forth "fraud arises where a seller knowingly makes a misrepresentation, undertakes a concealment calculated to deceive, or commits non-privileged failure to disclose." Sewak v. Lockhart, 699 A.2d 755, 759 (Pa.Super. 1997). To recover on a claim for fraudulent misrepresentation, the plaintiff must prove six elements by clear and convincing evidence. Id. The Supreme Court of Pennsylvania, citing the Restatement (Second) of Torts § 525, has identified those six elements as:

- (1) a representation;
  - (2) which is material to the transaction at hand;
  - (3) made falsely, with knowledge of its falsity or recklessness as to whether it is true or false;
  - (4) with the intent of misleading another into relying on it;
  - (5) justifiable reliance on the misrepresentation; and
  - (6) the resulting injury was proximately caused by the reliance.
- Bortz v. Noon, 556 Pa. 489, 499, 729 A.2d 555, 560 (1999).

Ceprishes would assert that no fraudulent misrepresentation occurred in this matter. Also, pursuant to Hahns' depositions, they have no evidence to support a claim that Ceprishes (sellers) knowingly made a misrepresentation or undertook to conceal or deceive them. In reference to the elements set forth above, Hahns have no evidence to show that: I) the representations made by Ceprishes were false, with knowledge of its falsity or recklessness or II) that there was justifiable reliance on the misrepresentation.



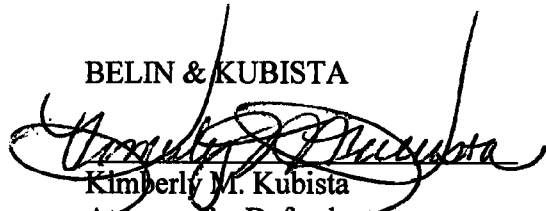
C. **List of Witnesses:**

1. Daniel E. Ceprish
2. Nicole L. Ceprish
3. Lori J. Sarvey (subpoenaed witness)
4. John Petuck
5. Joseph J. Dobo
6. Kenneth Hahn
7. Lori Hahn
8. Linda Ziembo

D. **Statement of Damages/Exhibits**

1. Photographs of dwelling
2. Appraisal/VA Inspection Report of Lori Sarvey
3. Agreement of Sale
4. Addendum to Agreement of Sale
5. Seller's Property Disclosure Statement and Important Notice to Buyers
6. Deed dated July 19, 2000 from Daniel E. Ceprish and Nicole L. Ceprish to Kenneth J. Hahn and Lori A. Hahn
7. Deed dated August 24, 1995 from Joseph J. Dobo and Rose Dobo to Nicole L. Ziembo.

BELIN & KUBISTA



Kimberly M. Kubista  
Attorney for Defendants

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

KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs

vs.

DANIEL E. CEPRISH and NICOLE L.  
CEPRISH,  
Defendants

No. 00-1247-CD

CERTIFICATE OF SERVICE

This is to certify that the undersigned has served a true and correct of Pre-Trial Memorandum in the above-captioned matter to the following party by first-class, postage prepaid mail, on the 3<sup>rd</sup> day of June, 2002:

R. Denning Gearhart, Esquire  
215 E. Locust Street  
Clearfield, PA 16830

J. Richard Mattern, II, Esquire  
211 E. Pine Street  
Clearfield, PA 16830

Kim C. Kesner, Esquire  
23 North Second Street  
Clearfield, PA 16830

Christopher J. Shaw, Esquire  
41 E. Main Street  
Sykesville, PA 15865

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Defendants

**PURDON'S PENNSYLVANIA STATUTES AND CONSOLIDATED STATUTES ANNOTATED**  
**PURDON'S PENNSYLVANIA CONSOLIDATED STATUTES ANNOTATED**  
**TITLE 68. REAL AND PERSONAL PROPERTY**  
**PART III. RESIDENTIAL REAL PROPERTY**  
**CHAPTER 73. SELLER DISCLOSURES**

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Current through Act 2002-39

§ 7302. Application of chapter

**(a) General rule.**--This chapter shall apply to all residential real estate transfers except the following:

(1) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.

(2) Transfers of new residential construction that has not been previously occupied when:

(i) the buyer has received a one-year or longer written warranty covering such construction;

(ii) the dwelling has been inspected for compliance with the applicable building code or, if there is no applicable code, for compliance with a nationally recognized model building code; and

(iii) a certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

**(b) Limitations in the case of condominiums or cooperatives.**--Any seller of a unit in a condominium created under Subpart B of Part II (relating to condominiums) or a similar provision of prior law or a cooperative as defined in section 4103 (relating to definitions) shall be obligated to make disclosures under this chapter only with respect to the seller's own unit and shall not be obligated by this chapter to make any disclosure with respect to any common elements or common facilities of the condominium or cooperative. The provisions of section 3407 (relating to resales of units) shall control disclosures a seller is required to make concerning common elements in a condominium, and section 4409 (relating to resales of cooperative interests) shall control disclosures a seller is required to make concerning common elements in a cooperative.

CREDIT(S)

2002 Electronic Update

-- 2000, Dec. 20, P.L. 815, No. 114, § 1, effective in one year.

**HISTORICAL AND STATUTORY NOTES**

2002 Electronic Update

**Prior Laws:**

1996, July 2, P.L. 500, No. 84, § 3 (68 P.S. § 1023).

68 Pa.C.S.A. § 7302

PA ST 68 Pa.C.S.A. § 7302

END OF DOCUMENT

**PURDON'S PENNSYLVANIA STATUTES AND CONSOLIDATED STATUTES ANNOTATED**  
**PURDON'S PENNSYLVANIA CONSOLIDATED STATUTES ANNOTATED**  
**TITLE 68. REAL AND PERSONAL PROPERTY**  
**PART III. RESIDENTIAL REAL PROPERTY**  
**CHAPTER 73. SELLER DISCLOSURES**

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Current through Act 2002-39

§ 7303. Disclosure of material defects

Any seller who intends to transfer any interest in real property shall disclose to the buyer any material defects with the property known to the seller by completing all applicable items in a property disclosure statement which satisfies the requirements of section 7304 (relating to disclosure form). A signed and dated copy of the property disclosure statement shall be delivered to the buyer in accordance with section 7305 (relating to delivery of disclosure form) prior to the signing of an agreement of transfer by the seller and buyer with respect to the property.

CREDIT(S)

2002 Electronic Update

2000, Dec. 20, P.L. 815, No. 114, § 1, effective in one year.

**HISTORICAL AND STATUTORY NOTES**

2002 Electronic Update

**Prior Laws:**

1996, July 2, P.L. 500, No. 84, § 4 (68 P.S. § 1024).

68 Pa.C.S.A. § 7303

PA ST 68 Pa.C.S.A. § 7303

END OF DOCUMENT

**PURDON'S PENNSYLVANIA STATUTES AND CONSOLIDATED STATUTES ANNOTATED**  
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**PART III. RESIDENTIAL REAL PROPERTY**  
**CHAPTER 73. SELLER DISCLOSURES**

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Current through Act 2002-39

§ 7304. Disclosure form

**(a) General rule.**--A form of property disclosure statement that satisfies the requirements of this chapter shall be promulgated by the State Real Estate Commission. Nothing in this chapter shall preclude a seller from using a form of property disclosure statement that contains additional provisions that require greater specificity or that call for the disclosure of the condition or existence of other features of the property.

**(b) Contents of property disclosure statement.**--The form of property disclosure statement promulgated by the State Real Estate Commission shall call for disclosures with respect to all of the following subjects:

(1) Seller's expertise in contracting, engineering, architecture or other areas related to the construction and conditions of the property and its improvements.

(2) When the property was last occupied by the seller.

(3) Roof.

(4) Basements and crawl spaces.

(5) Termites/wood destroying insects, dry rot and pests.

(6) Structural problems.

(7) Additions, remodeling and structural changes to the property.

(8) Water and sewage systems or service.

(9) Plumbing system.

-- (10) Heating and air conditioning.

(11) Electrical system.

(12) Other equipment and appliances included in the sale.

(13) Soils, drainage and boundaries.

(14) Presence of hazardous substances.

(15) Condominiums and other homeowners associations.

(16) Legal issues affecting title or that would interfere with use and enjoyment of the property.

**(c) Transitional rule.**--Until a form of property disclosure statement has been promulgated by the commission, the

form prescribed under the act of July 2, 1996 (P.L. 500, No. 84), [FN1] known as the Real Estate Seller Disclosure Act, shall be deemed to be the form contemplated under subsection (b).

CREDIT(S)

2002 Electronic Update

2000, Dec. 20, P.L. 815, No. 114, § 1, effective in one year.

[FN1] 68 P.S. § 1021 et seq. (repealed).

**HISTORICAL AND STATUTORY NOTES**

2002 Electronic Update

**Prior Laws:**

1996, July 2, P.L. 500, No. 84, §§ 5, 16 (68 P.S. §§ 1025, 1036).

68 Pa.C.S.A. § 7304

PA ST 68 Pa.C.S.A. § 7304

END OF DOCUMENT

**PURDON'S PENNSYLVANIA STATUTES AND CONSOLIDATED STATUTES ANNOTATED**  
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**PART III. RESIDENTIAL REAL PROPERTY**  
**CHAPTER 73. SELLER DISCLOSURES**

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Current through Act 2002-39

§ 7306. Information unavailable to seller

If at the time the disclosures are required to be made, an item of information required to be disclosed is unknown or not available to the seller, the seller may make a disclosure based on the best information available to the seller.

CREDIT(S)

2002 Electronic Update

2000, Dec. 20, P.L. 815, No. 114, § 1, effective in one year.

**HISTORICAL AND STATUTORY NOTES**

2002 Electronic Update

**Prior Laws:**

1996, July 2, P.L. 500, No. 84, § 7 (68 P.S. § 1027).

68 Pa.C.S.A. § 7306

PA ST 68 Pa.C.S.A. § 7306

END OF DOCUMENT

**PURDON'S PENNSYLVANIA STATUTES AND CONSOLIDATED STATUTES ANNOTATED**  
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**TITLE 68. REAL AND PERSONAL PROPERTY**  
**PART III. RESIDENTIAL REAL PROPERTY**  
**CHAPTER 73. SELLER DISCLOSURES**

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Current through Act 2002-39

§ 7308. Affirmative duty of seller

The seller is not obligated by this chapter to make any specific investigation or inquiry in an effort to complete the property disclosure statement. In completing the property disclosure statement, the seller shall not make any representations that the seller or the agent for the seller knows or has reason to know are false, deceptive or misleading and shall not fail to disclose a known material defect.

CREDIT(S)

2002 Electronic Update

2000, Dec. 20, P.L. 815, No. 114, § 1, effective in one year.

**HISTORICAL AND STATUTORY NOTES**

2002 Electronic Update

**Prior Laws:**

1996, July 2, P.L. 500, No. 84, § 9 (68 P.S. § 1029).

68 Pa.C.S.A. § 7308

PA ST 68 Pa.C.S.A. § 7308

END OF DOCUMENT



**PURDON'S PENNSYLVANIA STATUTES AND CONSOLIDATED STATUTES ANNOTATED**  
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**PART III. RESIDENTIAL REAL PROPERTY**  
**CHAPTER 73. SELLER DISCLOSURES**

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Current through Act 2002-39

§ 7309. Nonliability of seller

**(a) General rule.**--A seller shall not be liable for any error, inaccuracy or omission of any information delivered pursuant to this chapter if:

- (1) the seller had no knowledge of the error, inaccuracy or omission;
- (2) the error, inaccuracy or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected; or
- (3) the error, inaccuracy or omission was based on information provided by a public agency, home inspector, contractor or person registered or licensed under an act referred to in section 7503(a) (relating to relationship to other laws) about matters within the scope of the agency's jurisdiction or such other person's occupation and the seller had no knowledge of the error, inaccuracy or omission.

**(b) Delivery of information by public agency.**--The delivery of any information required to be disclosed by this chapter to a prospective buyer by a public agency or other person providing information required to be disclosed under this chapter shall be deemed to comply with the requirements of this chapter and shall relieve the seller or the agent of the seller from any further duty under this chapter with respect to that item of information.

**(c) Report by expert.**--The delivery of a report or opinion prepared by a home inspector, contractor or person registered or licensed under an act referred to in section 7503(a) dealing with matters within the scope of the person's registration, license or expertise shall be sufficient compliance for application of the exemption provided under subsection (a)(3) if the information is provided to the prospective buyer in writing.

CREDIT(S)

2002 Electronic Update

-- : 2000, Dec. 20, P.L. 815, No. 114, § 1, effective in one year.

**HISTORICAL AND STATUTORY NOTES**

2002 Electronic Update

**Prior Laws:**

1996, July 2, P.L. 500, No. 84, § 10 (68 P.S. § 1030).

68 Pa.C.S.A. § 7309

PA ST 68 Pa.C.S.A. § 7309

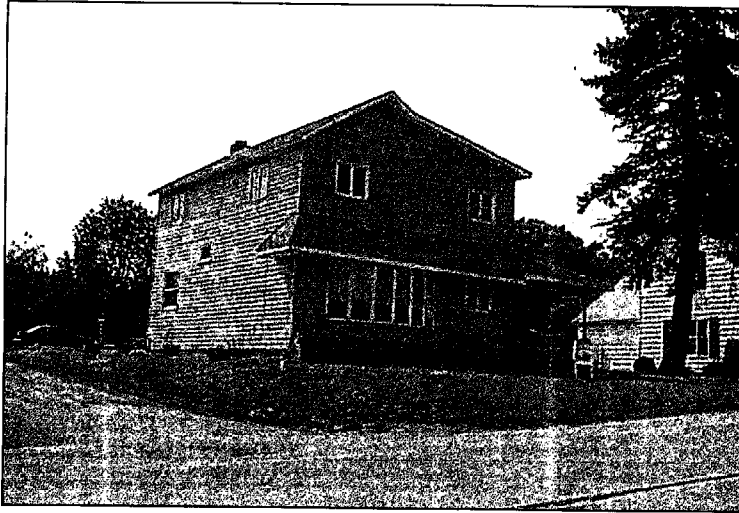
END OF DOCUMENT

# ADDITIONAL PHOTOGRAPH ADDENDUM

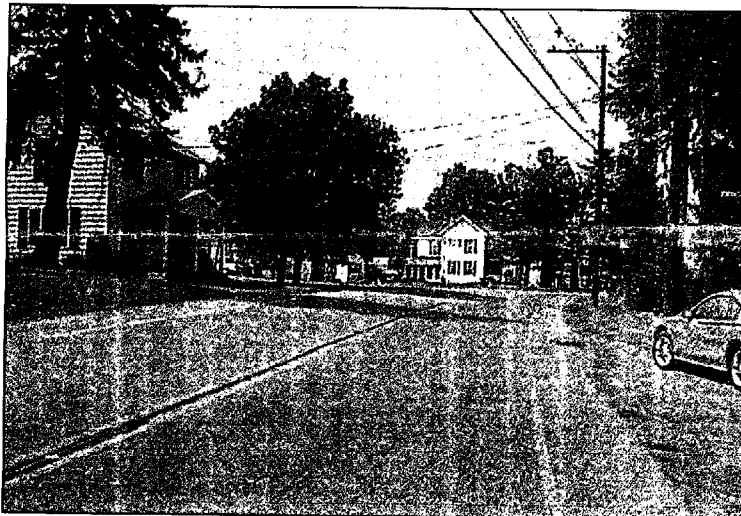
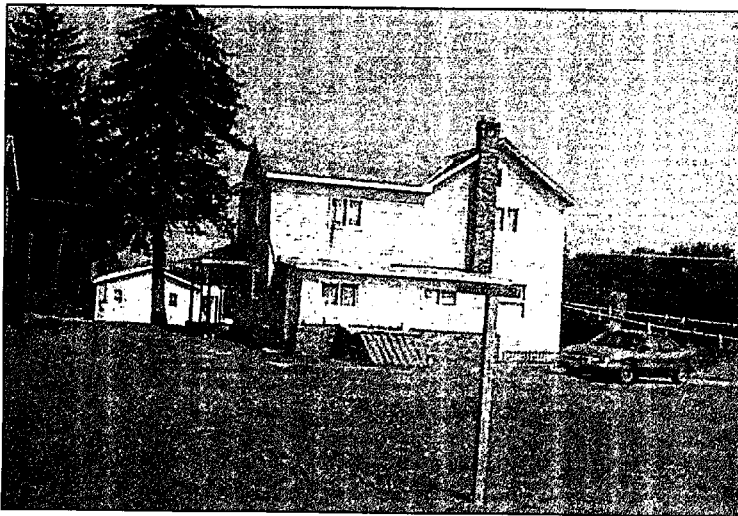
311/262-000

00060320

Borrower / Client HAHN, KENNETH  
 Property Address ROUTE 53  
 City ALLPORT County CLEARFIELD State PA Zip Code 16821  
 Lender CROSSLAND MORT CORP



FINAL INSPECTION  
 7-13-2000



## UNIFORM RESIDENTIAL APPRAISAL REPORT

311/262-000

Property Description

File No. 00060320

Property Address	ROUTE 53	City	ALLPORT	State	PA	Zip Code	16821
Legal Description	DEED BOOK 1999 ; PAGE 3036			County	CLEARFIELD		
Assessor's Parcel No.	124-008-491A	Tax Year	1999	R.E. Taxes \$	450.00	Special Assessments \$	
Borrower	HAHN, KENNETH	Current Owner	CEPRISH, DANIEL E. & NIC.	Occupant:	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> Vacant
Property rights appraised	<input checked="" type="checkbox"/> Fee Simple	<input type="checkbox"/> Leasehold	Project Type	<input type="checkbox"/> PUD	<input type="checkbox"/> Condominium (HUD/VA only)	HOA\$	/Mo.
Neighborhood or Project Name		Map Reference	124-008-491A	Census Tract			
Sale Price \$	53,000	Date of Sale	06/08/00	Description and \$ amount of loan charges/concessions to be paid by seller			
Lender/Client	CROSSLAND MORT CORP	Address	9600 KOGER BLVD, SUITE 12 ST. PETERSBURG, FL 33702				
Appraiser	LORI J SARVEY SRA GRI	Address	257 MAIN ST., SUITE A BROOKVILLE, PA 15825				

Location	Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Predominant occupancy	Single family housing	Present land use %	Land use change
Built up	Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	<input checked="" type="checkbox"/> Owner 90%	PRICE \$ (000) 40 Low 30	One family 60	<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely
Growth rate	Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	<input type="checkbox"/> Tenant 10%	AGE (yrs) 100 High 100	2-4 family 5	<input type="checkbox"/> In process
Property value	Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Vacant (0-5%)	Predominant	Multi-family 10	To: _____
Demand/supply	Shortage	<input checked="" type="checkbox"/> In balance	<input type="checkbox"/> Over supply	<input type="checkbox"/> Vacant (over 5%)	60 75 VAC	Commercial 25	
Marketing time	Under 3 mos.	<input checked="" type="checkbox"/> 3-6 mos.	<input type="checkbox"/> Over 6 mos.				

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood boundaries and characteristics: THE NEIGHBORHOOD OF THE SUBJECT IS CONSIDERED TO BE THE IMMEDIATE TOWNSHIP/ BOROUGH AS WELL AS SURROUNDING TOWNSHIPS.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): LOCATED IN THE TOWNSHIP OF MORRIS, CONVENIENCE TO SCHOOLS, SHOPPING AND EMPLOYMENT ARE AVERAGE. PROPERTIES ARE COMPATIBLE, MAINTENANCE AND APPEAL ARE AVERAGE.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):

THE LOCAL MARKET CONDITIONS APPEAR TO BE STABLE AS ARE SUPPLY AND DEMAND. I HAVE CONSIDERED RELEVANT COMPETITIVE LISTINGS AND/OR CONTRACT OFFERINGS IN THE PERFORMANCE OF THIS APPRAISAL, AND IN THE TRENDING INFORMATION REPORTED IN THIS SECTION. IF A TREND IS INDICATED, I HAVE ATTACHED AN ADDENDUM PROVIDING RELEVANT COMPETITIVE LISTING/CONTRACT OFFERING DATA.

Project Information for PUDs (If applicable) - Is the developer/builder in control of the Home Owner's Association (HOA)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Approximate total number of units in the subject project	_____
Approximate total number of units for sale in the subject project	_____
Describe common elements and recreational facilities:	

Dimensions	60 X 200	Topography	AT ROAD GRADE
Site area	12,000 REGULAR	Size	TYPICAL
Specific zoning classification and description	NONE	Shape	REGULAR
Zoning compliance	<input type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input checked="" type="checkbox"/> No zoning	Drainage	AVERAGE
Highest & best use as improved:	<input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)	View	AVERAGE
Utilities	Public Other	Landscaping	TYPICAL
Electricity	<input checked="" type="checkbox"/>	Driveway surface	GRAVEL
Gas	OIL	Apparent easements	NONE NOTED
Water	<input checked="" type="checkbox"/>	FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sanitary sewer	<input checked="" type="checkbox"/>	FEMA Zone	X Map Date 12-5-89
Storm sewer	<input checked="" type="checkbox"/>	FEMA Map No.	421529 0010 A
Off-site improvements	Type Public Private		
Street	PAVED		
Curb/gutter			
Sidewalk			
Street lights	HALOGEN		
Alley			

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): THE SUBJECT HAS TYPICAL OFF SITE IMPROVEMENTS AND USES PUBLIC UTILITIES, THIS IS TYPICAL FOR THE AREA.

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION
No. of Units	1	Foundation	STONE	Slab
No. of Stories	2.0	Exterior Walls	VINYL	Crawl Space
Type (Det./Att.)	DET	Roof Surface	SHINGLE	Basement
Design (Style)	2 ST	Gutters & Dwnspts.	NONE	100%
Existing/Proposed	EXISTING	Window Type	CASEMENT	Sump Pump
Age (Yrs.)	100	Storm/Screens	YES	NO
Effective Age (Yrs.)	20	Manufactured House	NO	Dampness
				MINIMAL
				Settlement
				NO
				Infestation
				REC INSPEC

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												962
Level 1		1	1	1					1			962
Level 2								5				829

Finished area above grade contains:	8 Rooms;	5 Bedroom(s);	1.0 Bath(s);	1,791 Square Feet of Gross Living Area		
INTERIOR	Materials/Condition	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE:
Floors	CAR/VIN/PINE	Type	F/A	Refrigerator	P	None <input checked="" type="checkbox"/>
Walls	PANELED/AVE	Fuel	OIL	Range/Oven	P	Garage # of cars
Trim/Finish	PINE/AVE	Condition	AVE	Disposal		Attached
Bath Floor	VINYL/AVE	COOLING		Dishwasher	X	Detached
Bath Wainscot	FIBERGL/AVE	Central	NO	Fan/Hood	X	Built-In
Doors	HOLLOW/AVE	Other		Microwave		Carport
		Condition		Washer/Dryer		Driveway
				Finished		GRAVEL

Additional features (special energy efficient items, etc.): THERE IS MINIMAL WATER IN THE BASEMENT FROM THE OUTSIDE ENTRANCE WAY. THERE IS A FIREPLACE IN THE LIVING ROOM, IT IS NOT CURRENTLY OPERABLE.

Condition of the improvements, depreciation (physical, functional and external), repairs needed, quality of construction, remodeling/additions, etc.: SCRAPE AND PAINT THE EXTERIOR TRIM AND EAVES.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: NONE NOTED

COST APPROACH	ESTIMATED SITE VALUE . . . . . = \$ 9,000		Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): THE COST APPROACH WAS NOT APPLIED. ESTIMATED REMAINING ECONOMIC LIFE = 40
	ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
	Dwelling 1,791 Sq. Ft. @ 0.00 = \$ 0		
	Bsmt 962 Sq. Ft. @ 0.00 = \$ 0		
	PORCHES = \$ 0		
	Garage/Carport Sq. Ft. @ 0.00 = \$ 0		
	Total Estimated Cost New . . . . . = \$ 0		
	Physical Functional External		
	Less		
	Depreciation 0/ 0/ 0 = \$ 0		
Depreciated Value of Improvements . . . . . = \$ 0			
"As-is" Value of Site Improvements . . . . . = \$			
INDICATED VALUE BY COST APPROACH . . . . . = \$ 9,000			

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	ROUTE 53 ALLPORT, PA	COOPER AVE GRASSFLAT, PA	525 SUQUEHANNA AVE CURWENSVILLE, PA	226 W. 6TH AVE CLEARFIELD, PA
Proximity to Subject		W/IN 3 MILES	W/IN 8 MILES	W/IN 7 MILES
Sales Price	\$ 53,000	\$ 55,000	\$ 47,500	\$ 54,000
Price/Gross Liv. Area	\$ 29.59	\$ 45.38	\$ 38	\$ 36
Data and/or Verification Source	INSPECTION	INSPECTION	FILES	FILES
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION + (-) \$ Adjustment	DESCRIPTION + (-) \$ Adjustment	DESCRIPTION + (-) \$ Adjustment
Sales or Financing Concessions		CONV	CONV	CONV
Date of Sale/Time	06/08/00	03-28-2000	06-29-2000	05-30-2000
Location	SUBURBAN	SUBURBAN	SUBURBAN	SUBURBAN
Leasehold/Fee Simple	FEE	FEE	FEE	FEE
Site	12,000 SQFT	8,400 SQFT	4500 SQFT	9000 SQFT
View	AVERAGE	AVERAGE	AVERAGE	AVERAGE
Design and Appeal	2 ST	2 ST	2 ST	2 ST
Quality of Construction	AVERAGE	AVERAGE	AVERAGE	AVERAGE
Age	100 EFF 20	89 EFF 10 -2,800	100 EFF 20	100 EFF 20
Condition	AVERAGE	AVERAGE	AVERAGE	AVERAGE
Above Grade Room Count	Total Bdrms Baths 8 5 1.00	Total Bdrms Baths 6 3 1.00	Total Bdrms Baths 6 3 1.00	Total Bdrms Baths 8 4 2.00 -1,000
Gross Living Area	1,791 Sq. Ft.	1,212 Sq. Ft. 2,900	1,237 Sq. Ft. 2,800	1,508 Sq. Ft. 1,400
Basement & Finished Rooms Below Grade	962 NONE	612 NONE	600 NONE	700 NONE
Functional Utility	AVERAGE	AVERAGE	AVERAGE	AVERAGE
Heating/Cooling	F/A/NO	F/A/NO	HWBB	F/A/N/A
Energy Efficient Item	TYPICAL	TYPICAL	TYPICAL	TYPICAL
Garage/Carport	NONE	1/FAIR -1,500	1/AVERAGE -1,500	NONE
Porch, Patio, Deck, Fireplace(s), etc.	TYPICAL	TYPICAL	TYPICAL	TYPICAL
Fence, Pool, etc.	N/A	N/A	N/A	N/A
Net Adj. (total)		+ - \$ -1,400	X + - \$ 1,300	X + - \$ 400
Adjusted Sales Price of Comparable		-2.5 % Net 13.1 % Grs \$ 53,600	3 % Net 9 % Grs \$ 48,800	1 % Net 4 % Grs \$ 54,400

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): THE COMPARABLES CHOSEN WERE VERY SIMILAR TO THE SUBJECT. THEY WERE ADJUSTED FOR EFF AGE ON COMP 1 (COMPLETELY REMODELED), BATH ROOM COUNT, SQFT(\$/SQFT), AND GARAGE SPACE. THE SUBJECT HAD AN INDICATED RANGE IN VALUE OF BETWEEN \$49000 - \$54000 AND WAS MOST SIMILAR TO COMP #3 WITH THE LEAST AMOUNT OF NET AND GROSS ADJUSTMENT.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price, and Data Source, for prior sales within year of appraisal	N/A	N/A	N/A	N/A

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: NEITHER THE SUBJECT NOR THE COMPARABLES HAVE SOLD WITHIN THE LAST YEAR OTHER THAN THAT NOTED IN THE GRID SECTION, UNLESS FURTHER NOTED ABOVE.

INDICATED VALUE BY SALES COMPARISON APPROACH . . . . . \$ 54,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ /Mo. x Gross Rent Multiplier = \$ N/A

This appraisal is made ☐ "as is" ☒ subject to repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans and specifications.

Conditions of Appraisal: THE SUBJECT WAS APPRAISED AS IF THE PAINTING WERE COMPLETE AND SUBJECT TO A SATISFACTORY PEST INSPECTION AS OF THE DATE OF INSPECTION.


Final Reconciliation: MARKET VALUE WAS ESTIMATED BY USE OF THE DIRECT SALES COMPARISON APPROACH, COST WAS NOT DEMONSTRATED, THE INCOME APPROACH WAS NOT APPLIED.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6-93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 6-29-2000

(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 54,000

APPRaiser:

Signature   
Name: LORI J SARVEY SRA GRI  
Date Report Signed: 7-13-2000  
State Certification # GA 000514-L State PA  
Or State License # GA000514-L State PA

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature ☐ Did ☐ Did Not  
Name Inspect Property  
Date Report Signed  
State Certification # State  
Or State License # State

# SUBJECT PHOTOGRAPH ADDENDUM

311/262-000

00060320

Borrower / Client HAHN, KENNETH

Property Address ROUTE 53

City ALLPORT

County

CLEARFIELD

State

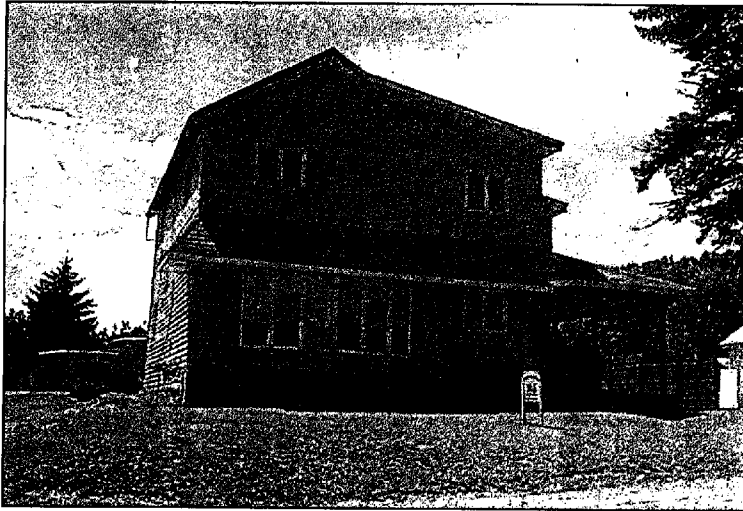
PA

Zip Code

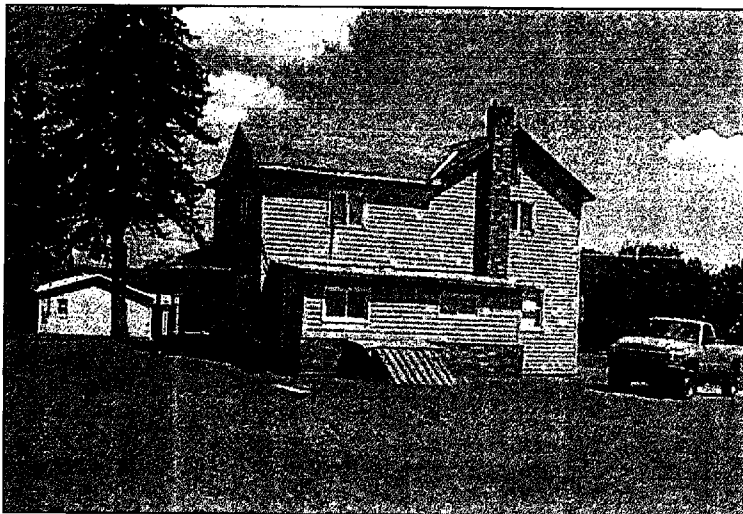
16821

Lender

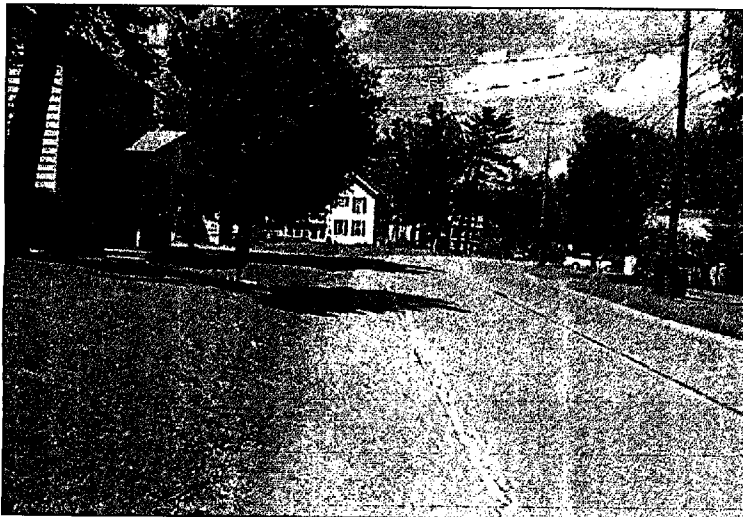
CROSSLAND MORT CORP



FRONT OF  
SUBJECT PROPERTY



REAR OF  
SUBJECT PROPERTY



STREET SCENE

# COMPARABLES PHOTOGRAPH ADDENDUM

311/262-000

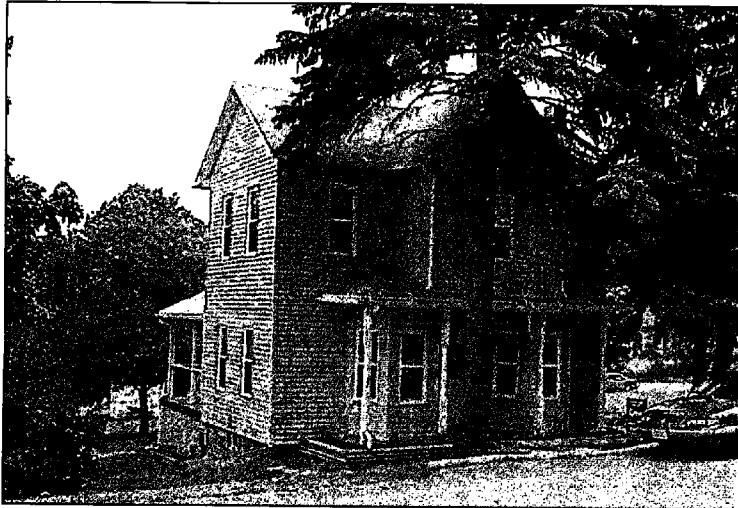
00060320 \*

Borrower / Client HAHN, KENNETH

Property Address ROUTE 53

City ALLPORT County CLEARFIELD State PA Zip Code 16821

Lender CROSSLAND MORT CORP



## COMPARABLE SALE # 1

COOPER AVE

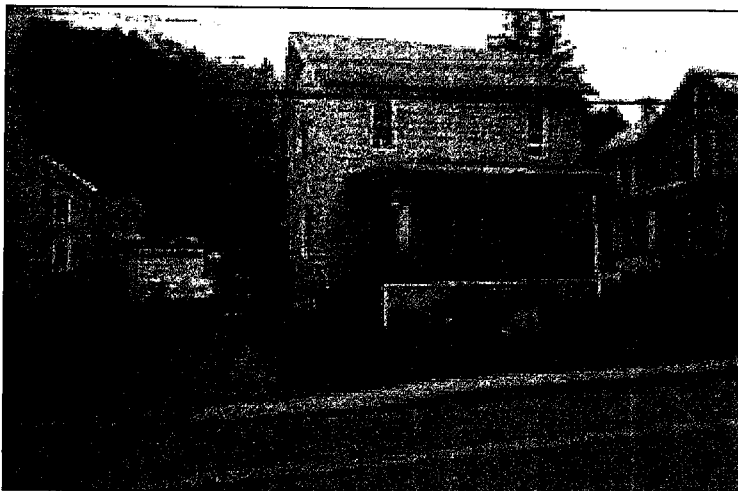
GRASSFLAT, PA

Date of Sale : 03-28-2000

Sale Price : 55000

Sq. Ft. : 1212

\$ / Sq. Ft. : 45.38



## COMPARABLE SALE # 2

525 SUQUEHANNA AVE

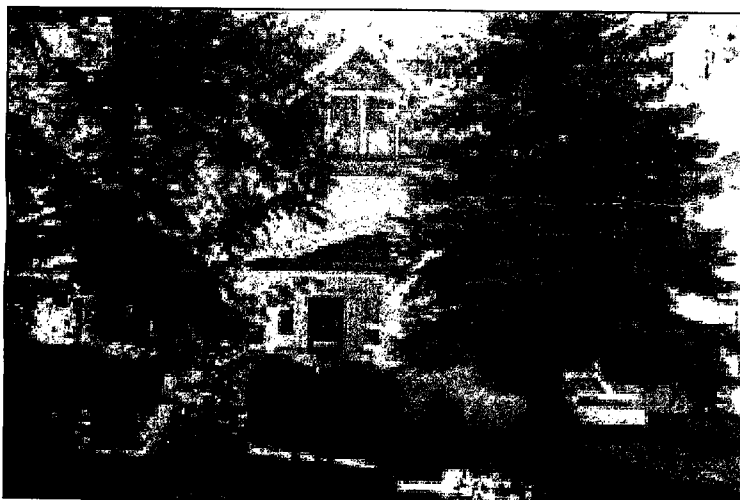
CURWENSVILLE, PA

Date of Sale : 06-29-2000

Sale Price : 47,500

Sq. Ft. : 1,237

\$ / Sq. Ft. : 38



## COMPARABLE SALE # 3

226 W. 6TH AVE

CLEARFIELD, PA

Date of Sale : 05-30-2000

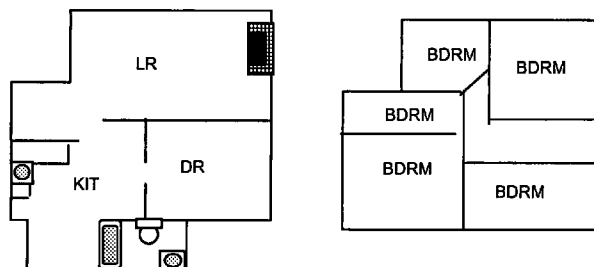
Sale Price : 54,000

Sq. Ft. : 1,508

\$ / Sq. Ft. : 36

# SKETCH AD.

Borrower / Client HAHN, KENNETH  
 Property Address ROUTE 53  
 City ALLPORT County CLEARFIELD  
 Lender CROSSLAND MORT CORP



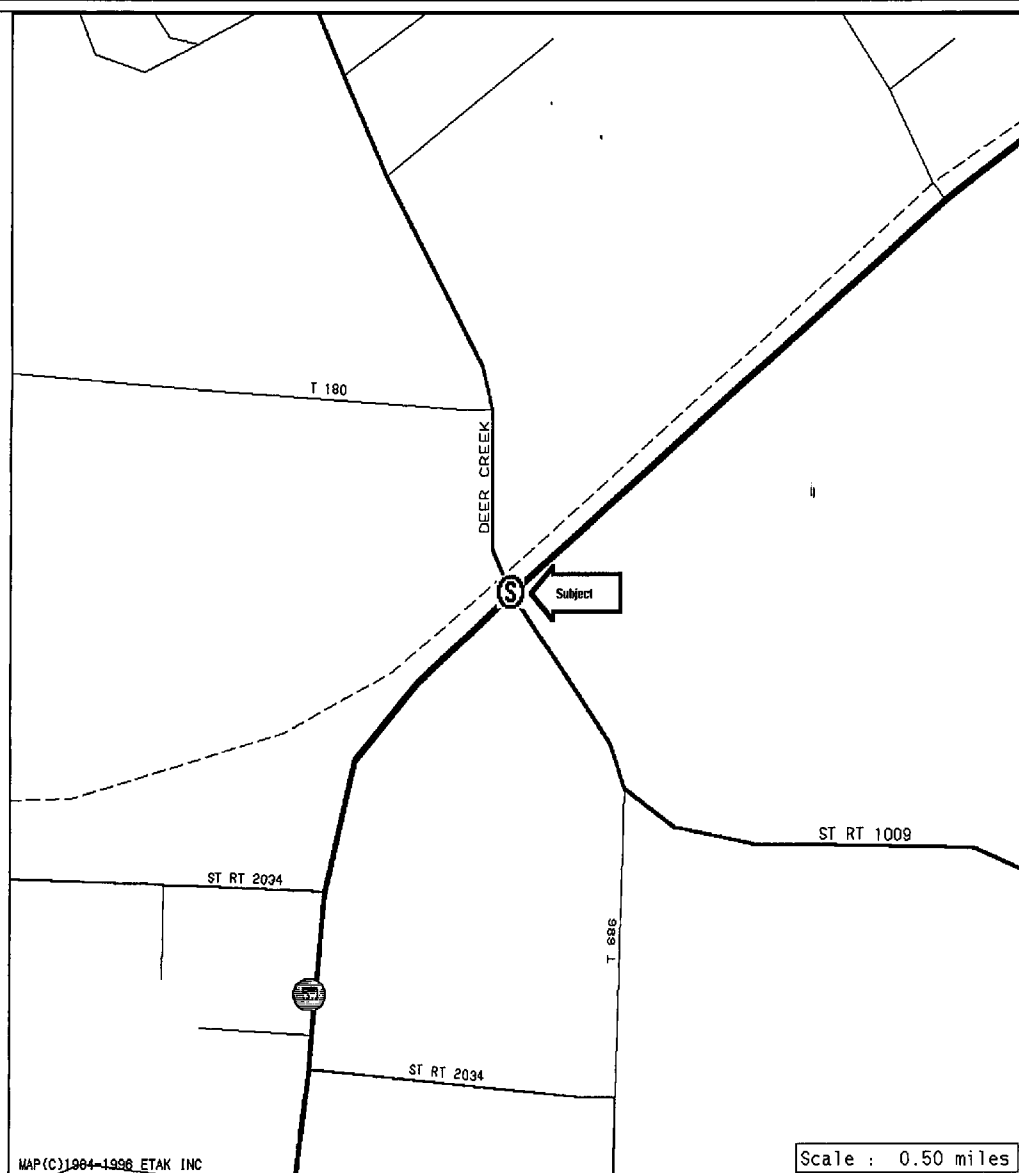
## SKETCH CALCULATIONS

	$A1 : 24.0 \times 10.0 = 240.0$ $A2 : 31.0 \times 19.0 = 589.0$ $A3 : 19.0 \times 7.0 = 133.0$
	First Floor 962.0
	$A4 : 24.0 \times 10.0 = 240.0$ $A5 : 31.0 \times 19.0 = 589.0$
	Second Floor 829.0
	Total Living Area 1791.0

# LOCATION MAP ADDENDUM

311/262-000  
File No: 00060320

Borrower / Client HAHN, KENNETH  
Property Address ROUTE 53  
City ALLPORT County CLEARFIELD State PA Zip Code 16821  
Lender CROSSLAND MORT CORP



Courtesy of: Advantage Appraisals (814) 849-3900

## COMPARABLE SALES INFORMATION



124 0 009 672 00011  
 DISTRICT MAP SUB MAP PARCEL  
 01 01 R 001  
 CLASS LOT UNITS ZONE AC 053 1001  
 LAND USE  
 124 0 009 672 00011  
 DISTRICT MAP SUB MAP PARCEL  
 01 01 R 001  
 CLASS LOT UNITS ZONE AC 053 1001  
 LAND USE

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 CLASS LOT UNITS ZONE AC 053 1001  
 LAND USE  
 124 0 009 672 00011  
 DISTRICT MAP SUB MAP PARCEL  
 01 01 R 001  
 CLASS LOT UNITS ZONE AC 053 1001  
 LAND USE

**THIS DEED**

made this 1 day of March, in the year nineteen hundred and ninety-nine (1999) is

BY AND BETWEEN Nicole L. Ceprish, formerly Nicole L. Ziembo and Daniel E. Ceprish, (husband and wife), of Allport, and Commonwealth of Pennsylvania, parties of the first part and hereinafter referred to as GRANTORS,

-A-N-D-

Daniel E. Ceprish and Nicole L. Ceprish, (husband and wife), of Allport, Pennsylvania, as tenants by the entireties, parties of the second part and hereinafter referred to as GRANTEES.

**WITNESSETH,**

that in consideration of One Dollar, (\$1.00), in hand paid, the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees,

ALL that certain messuage, tenement and tract of land, situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of lands of Joseph Condecho; thence along the Philipsburg Road, Road, North ten degrees forty-five minutes (10° 45') West, sixty (60) feet to post corner of Samuel Spanogle's lot; thence along said lot two hundred (200) feet to a post and corner of Spanogle lot; thence South ten degrees forty-five minutes (10° 45') East, sixty (60) feet to post, Condecho's land; thence South eighty-three degrees forty-five minutes (83° 45') East, sixty (60) feet to post, Condecho's land; thence South eighty-three degrees forty-five minutes (83° 45') East, two hundred (200) feet to the place of beginning.

EXCEPTING AND RESERVING, NEVERTHELESS, all exceptions and reservations contained in deeds of record hereto.

BEING the same premises which Joseph J. Dobo and Rose Dobo by deed dated August 24, 1995, and recorded in the Office of the Recorder of Deeds Bk. 1699 Pg. 273 granted and conveyed unto Nicole L. Ziembo. Nicole L. Ziembo subsequently married Daniel E. Ceprish who joins in this deed as a Grantor.

UNDER AND SUBJECT, nevertheless, to certain easements, covenants, conditions and restrictions of record.

This is a transfer from wife and husband to husband and wife and is, therefore, exempted from real estate transfer tax.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA  
Pennsylvania  
INSTRUMENT NUMBER  
199903036  
RECORDED ON  
Mar 01, 1999  
1342:04 PM  
RECORDING FEES - \$13.50  
RECORDER  
COUNTY IMPROVEMENT FUND \$1.00  
RECORDED IMPROVEMENT FUND \$1.00  
STATE MFT TAX \$0.50  
TOTAL \$16.00

**MULTI-PURPOSE SUPPLEMENTAL ADDENDUM  
FOR FEDERALLY-RELATED TRANSACTIONS**

311/262-000

File No.: 00060320

Borrower/Client HAHN, KENNETH

Property Address ROUTE 53

City ALLPORT

County CLEARFIELD

State PA

Zip Code 16821

Lender CROSSLAND MORT CORP

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC) and the Federal Reserve.

**This Multi-Purpose Supplemental Addendum is for use with any appraisal.**

**Only those statements which have been checked by the appraiser apply to the property being appraised.**

**PURPOSE & FUNCTION OF APPRAISAL**

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a Federally related transaction.

☒ **EXTENT OF APPRAISAL PROCESS**

☒ The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.

☐ The Reproduction Cost is based on \_\_\_\_\_ supplemented by the appraiser's knowledge of the local market.

☐ Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.

☐ The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.

☐ The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.

☐ For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

☒ **SUBJECT PROPERTY OFFERING INFORMATION**

According to THE BROKER \_\_\_\_\_ the subject property;

☐ has not been offered for sale in the past \_\_\_\_\_ months or \_\_\_\_\_ years.

☒ is currently offered for sale for \$ 54900 \_\_\_\_\_.

☐ was offered for sale within the past \_\_\_\_\_ months or \_\_\_\_\_ years.

☒ Offering information was considered in the final reconciliation of value.

☐ Offering information was not considered in the final reconciliation of value.

☐ Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

☒ **SALES HISTORY OF SUBJECT PROPERTY**

According to THE COURT HOUSE RECORDS \_\_\_\_\_ the subject property;

☒ has not transferred in the past \_\_\_\_\_ months or 1 \_\_\_\_\_ years.

☐ has transferred in the past \_\_\_\_\_ months or \_\_\_\_\_ years.

☐ All prior sales which have occurred in the past \_\_\_\_\_ months or \_\_\_\_\_ years are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer

☒ **FEMA FLOOD HAZARD DATA**

☒ Subject property is not located in a FEMA Special Flood Hazard Area.

☐ Subject is located in a FEMA Special Flood Hazard Area.


Zone	FEMA Map/Panel #	Map Date	Name of Community
X	421529 0010 A	12-5-89	MORRIS

☐ The community does not participate in the National Flood Insurance Program.

☐ The community does participate in the National Flood Insurance Program.

☐ It is covered by a regular program.

☐ It is covered by an emergency program.

<input checked="" type="checkbox"/>	<b>CURRENT SALES CONTRACT</b>	File No 00060320
<input type="checkbox"/>	The subject property is currently not under contract.	
<input type="checkbox"/>	The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.	
<input checked="" type="checkbox"/>	The contract and/or escrow instructions were reviewed. The following summarizes the contract:	
	Contract Date	Amendment Date
	6-8-2000	53000
	Seller	
	CEPRISH	
<input type="checkbox"/>	The contract indicated that personal property was not included in the sale.	
<input checked="" type="checkbox"/>	The contract indicated that personal property was included. It consisted of <u>STOVE AND REFRIGERATOR</u>	
	Estimated contributory value is \$ <u>700</u>	
<input checked="" type="checkbox"/>	Personal property was not included in the final value estimate.	
<input type="checkbox"/>	Personal property was included in the final value estimate.	
<input type="checkbox"/>	The contract indicated no financing concessions or other incentives.	
<input checked="" type="checkbox"/>	The contract indicated the following concessions or incentives <u>SELLER TO PAY \$1000 TOWARD BUYER CLOSING COSTS.</u>	
<input type="checkbox"/>	If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.	
<input checked="" type="checkbox"/>	<b>MARKET OVERVIEW Include an explanation of current market conditions and trends.</b>	
	<u>6</u> months is considered a reasonable marketing period for the subject property based on <u>CLEARFIELD JEFFERSON MULTIPLE LISTING SERVICE</u>	
<input checked="" type="checkbox"/>	<b>ADDITIONAL CERTIFICATION</b>	
	The Appraiser certifies and agrees that:	
	(1) Their analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), and in accordance with the regulations developed by the Lender's Federal Regulatory Agency as required by FIRREA, except that the Departure Provisions of the USPAP do not apply.	
	(2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.	
	(3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.	
<input checked="" type="checkbox"/>	<b>ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS</b>	
	The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.	
<input type="checkbox"/>	<b>ADDITIONAL COMMENTS</b>	
<input checked="" type="checkbox"/>	<b>APPRAISER'S SIGNATURE &amp; LICENSE/CERTIFICATION</b>	
	Appraiser's Signature 	Effective Date <u>6-29-2000</u> Date Prepared <u>7-6-2000</u>
	Appraiser's Name (print) <u>LORI J. SARVEY SRA GRI</u>	Phone # ( )
	State <u>PA</u> <input type="checkbox"/> License <input type="checkbox"/> Residential Certification <input type="checkbox"/> Certification # <u>GA 000514-L</u> Tax ID #	
<input type="checkbox"/>	<b>CO-SIGNING APPRAISER'S CERTIFICATION</b>	
<input type="checkbox"/>	The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.	
<input type="checkbox"/>	The co-signing appraiser has not personally inspected the interior of the subject property and;	
<input type="checkbox"/>	has not inspected the exterior of the subject property and all comparable sales listed in the report.	
<input type="checkbox"/>	has inspected the exterior of the subject property and all comparable sales listed in the report.	
<input type="checkbox"/>	The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.	
<input type="checkbox"/>	The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.	
<input type="checkbox"/>	<b>CO-SIGNING APPRAISER'S SIGNATURE</b>	
	Appraiser's Signature	<input type="checkbox"/> Trainee <input type="checkbox"/> Review <input type="checkbox"/> Other
	Appraiser's Name (print)	SS #
	State	License Certified Residential Certified #



# Statement of Limiting Conditions

311/262-000

File #: 00060320

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in the market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantee, express or implied, regarding the determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

# APPRAISER CERTIFICATION

311/262-000

File #: 00060320

## APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than, the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individual(s) in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

## ADDRESS OF PROPERTY APPRAISED:

ROUTE 53

ALLPORT

PA

16821

## APPRAISER:

Signature: 

Name: LORI J SARVEY SRA GRI

Date Signed: 7/13/2000

State Certification #: GA 000514-L

or State License #: GA000514-L

Expiration Date of Certification or License: 6/30/2001

## SUPERVISORY APPRAISER (only if required):

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

Expiration Date of Certification or License: \_\_\_\_\_

☐ Did

☐ Did Not Inspect property

## STATEMENT OF LIMITING CONDITIONS

311/262-000

File #: 00060320

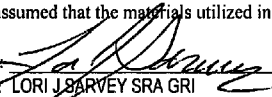
**CERTIFICATION:** The inspector certifies and agrees that:

1. The inspector and/or reviewer has no present or contemplated future interest in the property described in this report; and neither the employment to make this inspection, nor the compensation for it, is contingent upon the estimated value of the property.
2. The inspector has no personal interest in or bias with respect to the subject matter of the inspection or the participants to the sale. The value estimation in the inspection is not based on whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property, or upon the race, color, or national origin of the present owners or occupants of properties in the vicinity of the property.
3. The inspector has inspected the exterior of the property only and that inspection may be limited to what can be seen from the street. To the best of the inspector's knowledge and belief, all statements and information in this report are true and correct and that the inspector has not knowingly withheld any significant information. It is assumed that the interior is in good condition but it must be noted that a more complete exterior inspection and/or an interior inspection could produce a substantial change in value from that value indicated in this report.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses opinions, and conclusions contained in this report).
5. All conclusions and opinions concerning the real estate that are set forth in the report were prepared by the inspector whose signature appears on the report, unless indicated as 'reviewer'. No change of any item in the report shall be made by anyone other than the appraiser or the reviewer whose names appear on the report, and the appraiser, the reviewer, or their firm shall have no responsibility for any such unauthorized change.

### CONTINGENT AND LIMITING CONDITIONS

The certification of the inspector is subject to the following conditions in addition to any other specific and limiting conditions as are set forth by the inspector in the report:

1. The inspector assumed no responsibility for matters of a legal nature affecting the property inspected or the title thereto, nor does the inspector render any opinion as to the title, which is assumed to be good and marketable. The property is inspected and valued as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The inspector has made no survey of the property.
3. The inspector is not required to give testimony or appear in court because of having made the inspection with reference to the property in question, unless arrangements have been previously made therefore.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The inspector assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The inspector assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the inspectors, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the inspector can be assumed by the affiliated.
7. Disclosure of the contents of the report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the inspector is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the inspector, professional designations, reference to any professional appraisal organization, or the firm with which the inspector is connected), shall be used for any purposes by anyone but the client specified in the report, the mortgagee or its successors and assigns, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the inspector, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the inspector.
9. On all reports, subject to satisfactory completion, repairs, or alterations, the report and value conclusion are contingent upon completion of the improvements in a professional workmanlike manner.
10. It is assumed that the materials utilized in this property do not pose a suspected or a potential health hazard.

Signature:   
Inspector: LORI J. HARVEY SRA GRI  
State Certification or License # GA000514-L  
State: PA  
Expiration Date of Certificate or License: 6/30/2001  
Date Signed: 7/6/2000





**Public reporting burden** for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0189), Office of Information Technology, U. S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Do not send this form to the above address.

See the statement below that corresponds to the designation checked on page 1 of the form under "IV. To Mortgagee".

**A. Noncompliance.** Construction is not acceptable or all specific conditions have not been fulfilled in accordance with the terms of the related commitment because of:

**(a) Variations from Exhibits.** Inspection reveals extensive non-compliance, involving variations from accepted construction exhibits. The property will be considered ineligible for mortgage insurance (1) unless the work has been corrected so as to effect compliance, or (2) unless reprocessing is requested on the basis of the mortgage security as it is now being constructed, and this is found to be acceptable. Requests for reprocessing must be accompanied by a letter, in duplicate, fully describing the work as now being constructed, signed by the mortgagor and approved by the mortgagee. Where the plan arrangement, or either the exterior or interior appearance is affected, the mortgagor's letter must be accompanied by drawings, in duplicate, fully indicating the variations and signed by both the mortgagor and the mortgagee.

**(b) Unacceptable Construction.** Construction reveals extensive noncompliance with applicable FHA requirements or good construction practice. The property will be considered ineligible for mortgage insurance until construction has been corrected so as to effect compliance.

**(c) Premature Construction.** Inspection reveals that construction was begun prior to the date of approval for mortgage insurance (in noncompliance with the commitment or statement of appraised value).

**B. Compliance.** (with incomplete items)

Construction of on-site improvements has been acceptably completed except for any items listed on page 1 of this form. Completion of those items is delayed by conditions beyond the parties' control. The property will be considered acceptable for mortgage insurance and closing papers may be submitted provided:

- (a)** All required off-site improvements have been acceptably completed and so reported, or their completion has been assured by an acceptable "Mortgagee's Assurance of Completion" form, and;
- (b)** All specific conditions not requiring field inspection as indicated on page 1 of this form have been acceptably fulfilled or evidence of compliance is submitted with the closing papers, and;
- (c)** The closing papers are accompanied by form HUD-92300, "Mortgagee's Assurance of Completion," properly executed and providing for withholding the sum indicated, or by indicating the sum is available on a commercial letter of credit, and for completion of construction not later than the date stated on page 1 of this form.

**C. Final Acceptance**

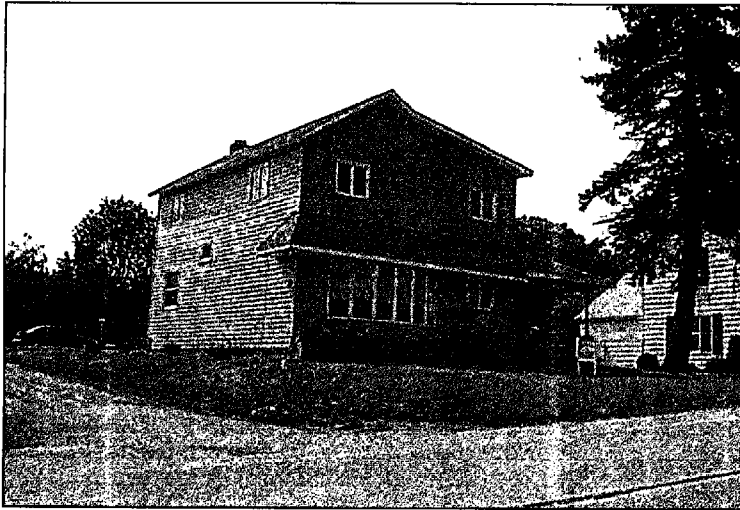
Construction has been completed and all specific conditions have been acceptably fulfilled. Closing papers may be submitted provided the mortgagee's credit analysis of the borrower is acceptably completed. Evidence of compliance with specific conditions not requiring field inspection as indicated on page 1 of this form may be submitted with the closing papers.

# ADDITIONAL PHOTOGRAPH ADDENDUM

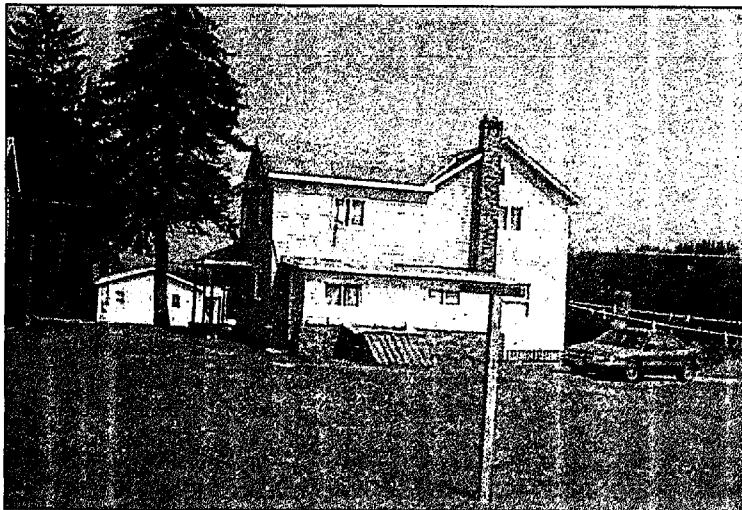
311/262-000

00060320

Borrower / Client HAHN, KENNETH  
Property Address ROUTE 53  
City ALLPORT County CLEARFIELD State PA Zip Code 16821  
Lender CROSSLAND MORT CORP



FINAL INSPECTION  
7-13-2000





# Deposit Receipt and Agreement of Sale

NEW HORIZONS REAL ESTATE CO.

(814) 355-8600

Agreement made this 8 day of June, 2000, on property known as No. AP602 NEW HORIZONS REAL ESTATE CO.

list at 123 N. ALLEGHENY STREET BELLEFONTE, PA 16823

SELLER: Daniel E. and Nicole L. Reprish  
(Complete names, seller and spouse)

, by and between

P.O. Box 28, Rt. 53 and  
Alleport, PA

BUYER: Kenneth J. Hahn and Lori A. Hahn  
(Complete names, buyer and spouse)

P.O. Box 36 A  
Carwille, PA 16833

Seller agrees, in consideration of the sum of \$ 53,000.00  
the following described property, located in the County of Clearfield

to be fully paid as hereinafter mentioned, to sell to the buyer  
State of PA.

REAL ESTATE: Single family residence in Morris Township. Legally described  
in deed book, Instrument # 199903036. Tax parcel 124-088-491.

PERSONAL PROPERTY: Stone, refrig, dishwasher.

WATER: Public.

SEWERAGE: Public.

FUEL: Whatever fuel is in premises (oil, coal, gas, wood) will stay at no cost to Buyer

And the buyer agrees to purchase said property at said consideration and to pay the same as follows:  
All deposit monies to be held in escrow account by NEW HORIZONS REAL ESTATE CO.

Amount paid on execution of this agreement: State whether cash, personal check, money order, bank draft, note, etc.: \$ 0

Additional amount to be paid on or before the day of , 19 : \$

Existing deed of trust, mortgage, or encumbrance, buyer assumes and agrees to pay: (Amount, payment terms, interest rate) \$

And the buyer agrees to pay the balance as follows: \$53,000 on or before July 14, 2000.

This Agreement is contingent on Buyer obtaining VA mortgage  
at current rates, terms and conditions.

Transfer tax will be shared equally. Real estate will be pro-rated

NEW HORIZONS IS AGENT for Seller. Seller will pay entire 3.9 % commission

All deferred payments not already secured by existing deed of trust or mortgage are to be evidenced by note or notes signed by buyer, secured by deed of trust, mortgage or land contract on said real estate with interest from date of closing of sale at the rate of per cent per annum.

And the seller, on receiving such payment at the time and in the manner above mentioned, shall at his own cost and expense, make, execute and deliver to buyer, or to buyer's heirs or assigns, a good and sufficient deed for the proper conveying and assuring of the said premises in fee simple, free from all encumbrances, and downer or right of downer, such conveyance to contain the usual covenants of warranty. Buyer will accept public utilities and public roads as common encumbrances. (Insert here any other restrictions, easements, or covenants running with the land.)

as agreed.

Deed ☒ Contract for deed ☐ shall be delivered on or before the 14 day of July, 2000. Taxes, fire and/or casualty insurance costs, and rents shall be pro-rated as of date of closing. Seller may remain in possession, rent free, until 20 days after settlement. The risk of loss or damage by fire or act of God prior to consummation of this agreement is hereby assumed by seller.

Possession of premises shall be given on or before the day of , 19 20 days after settlement. It is agreed that if either seller or buyer fails or neglects to perform his part of this agreement he shall forthwith pay as liquidated damages to the other party a sum equal to ten per cent of the agreed price of sale.

It is agreed that the buyer has thoroughly examined the property to be conveyed and relies solely on his own judgment in making this agreement to purchase, and that there are no agreements, understandings or representations made either by seller, broker or broker's representatives that are not set forth herein. Buyer acknowledges receipt of an exact copy of this agreement.

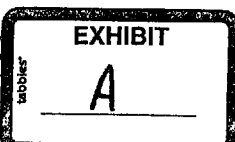
It is agreed and understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties.

Kenneth J. Hahn 06/08/00  
DATE  
Lori A. Hahn 6-8-00  
DATE  
BUYER

Daniel E. Reprish 6-9-00  
DATE  
Nicole L. Reprish 6-9-00  
DATE  
SELLER

\* A Real Estate Recovery Fund exists to reimburse any person (that judgment against a Pennsylvania real estate licensee or representation, or default in a real estate transaction and who to collect the judgment after exhausting all legal and equitable complete details about the fund, call (717) 783-3658.

L. Pleasant Valley Blvd. 123 Market St. 321 Pine St. Suite 100  
Harrisburg, PA 17101 Harrisburg, PA 17101 Harrisburg, PA 17101



Branch Offices:

JOHN PETUCK  
BROKER

178 E. Pennsylvania Street 820 W. College Ave.

**NEW HORIZONS  
REAL ESTATE CO.**

123 N. ALLEGHENY ST., BELLEFONTE, PA 16823

**(814) 355-8500**

**Branch Offices:**

925 W. College Ave.  
State College, PA 16801  
(814) 231-8540

112-A Woodward Ave.  
Lock Haven, PA 17745  
(570) 748-4511

26 S.2nd Street  
Clearfield, PA 16830  
(814) 768-0508

129 Market St. 2C  
 Lewisburg, PA 17237  
 (570) 524-2248

116 E. Prospektzle Street  
PHILPSBURG, PA 16866  
(814) 342-4810

500 E. Pleasant Valley Blvd.  
Allentown, PA 16601  
(610) 947-4500

321 Pine St. Suite 203  
Wrentham, MA 01770  
(508) 322-0737

## ADDENDUM

This addendum amends, by additional provision herein, that certain DEPOSIT RECEIPT AND AGREEMENT OF SALE, by and between the undersigned, dated June 9, 2000 on property known as NEW HORIZONS LISTING # AP602 at Bellefonte, PA

1. The property herein was shown to (Buyer) Hahn on June 7, 2000 by Owner or Representative. Caprich
2. It is the intent of the Seller herein to convey the property as it was shown to the Buyer on the date shown above.
3. All inspections, tests, surveys, repairs, improvements, additions, deletions or other requested by the Lender or Buyer will be the responsibility of the Lender or Buyer and at the Lender or Buyer expense. Such inspections, tests, surveys or other will be completed no later than (date) with a copy of the results sent to the Seller herein or they will be considered to be waived by the Buyer or Lender. If the results of the tests, inspections etc. are unsatisfactory to Buyer or Lender, Buyer may cancel this Agreement. All money held in escrow will be returned to Buyer. July 3, 2000
4. Buyer acknowledges that a signed copy of a FULL DISCLOSURE STATEMENT has been received.
5. If either Buyer or Seller herein requests that a SALES AGREEMENT BE prepared to replace this one, the party requesting the AGREEMENT will be responsible to pay the Attorney to prepare it. Each party will review the new AGREEMENT BEFORE SIGNATURES.
6. Other terms and conditions.  
Seller herein will grant \$1,000 to Buyer at settlement toward closing costs.

As herein amended, the aforesaid DEPOSIT RECEIPT AND AGREEMENT OF SALE is ratified in all respects.

BUYER *Keneth J. Huh*  
BUYER *Gari A. Huh*

DATE 06/08/00

DATE 10-8-55

SELLER *Paul E. Gail*  
SELLER *William G. Gail*

DATE 6-9-00

## **IMPORTANT NOTICE TO BUYERS**

**PENNSYLVANIA LAW REQUIRES THAT ALL SELLERS MUST COMPLETE, SIGN AND DELIVER TO A BUYER OF THEIR RESIDENTIAL REAL ESTATE A SELLERS PROPERTY DISCLOSURE STATEMENT.**

**YOU ARE NOT OBLIGATED TO COMPLETE THE PURCHASE OF THE SELLER'S PROPERTY UNLESS YOU HAVE BEEN PROVIDED WITH A COMPLETED AND SIGNED ORIGINAL COPY OF THIS FORM.**

✓ **THE INFORMATION ON THIS FORM MUST BE TRUE AND CORRECT AND BASED ON THE SELLER'S PERSONAL KNOWLEDGE OF TIRE PROPERTY. THE SELLER IS NOT REQUIRED TO HIRE PEOPLE TO DO INSPECTIONS OF THE PROPERTY TO VERIFY ITS CONDITION. HOWEVER, ANY INTENTIONAL MISSTATEMENTS OR OMISSIONS COULD MAKE THE SELLER SUBJECT TO SUBSTANTIAL CIVIL PENALTIES.**

**PLEASE READ THE DISCLOSURE FORM CAREFULLY. IT INCLUDES IMPORTANT INFORMATION THAT CAN HELP YOU DECIDE WHETHER TO BUY THE PROPERTY.**

# SELLER'S PROPERTY DISCLOSURE STATEMENT continued

## Structural items.

Are you aware of any past or present water leakage in the house or other structures? yes no

Are you aware of any past or present movement, shifting, deterioration or other problems with walls, foundations or other structural components? yes no

Are you aware of any past or present problems with driveways, walkways, patios retaining walls on the property? yes no

Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done, if known: \_\_\_\_\_

**Additions/remodeling.** Have you made any additions, structural changes or other alterations to the property? yes no  
If "yes," please describe: slate, removed inside & outside

Water and sewage.

What is the source of your drinking water? public community system well on property other  
If "other," please explain: \_\_\_\_\_

If your drinking water source is not public, when was your water last tested? \_\_\_\_\_

What was the result of the test? \_\_\_\_\_

Is the pumping system in working order? yes no  
If "no," please explain: \_\_\_\_\_

Do you have a softener, filter or other purification system? yes no  
If "yes," is the system leased owned

What is the type of sewage system? public sewer private sewer septic tank cesspool other  
If "other," please explain: \_\_\_\_\_

Is there a sewage pump? yes no  
If "yes," is it in working order? yes no

(vii) Is either the water or sewage system shared? yes no  
If "yes," please explain: \_\_\_\_\_

(viii) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items? yes no  
If "yes," please explain: \_\_\_\_\_

## (9) Plumbing system.

(i) Type of plumbing: copper galvanized lead PVC unknown other  
If "other," please explain: \_\_\_\_\_

(ii) Are you aware of any problems with any of your plumbing fixtures (including, but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)? yes no  
If "yes," please explain: \_\_\_\_\_

## (10) Heating and air conditioning.

(i) Type of air conditioning: central electric central gas wall none  
Number of window units included in sale: \_\_\_\_\_  
Location: \_\_\_\_\_

(ii) List any areas of the house that are not air conditioned: \_\_\_\_\_

(iii) Type of heating: electric fuel oil natural gas other  
If "other," please explain: \_\_\_\_\_

(iv) List any areas of the house that are not heated: all heated

(v) Type of water heating: electric gas solar other  
If "other," please explain: \_\_\_\_\_

(vi) Are you aware of any underground fuel tanks on the property? yes no  
If "yes," please describe: \_\_\_\_\_

Are you aware of any problems with any item in this section? yes no  
If "yes," please explain: \_\_\_\_\_

(11) Electrical system. Are you aware of any problems or repairs needed in the electrical system? yes no  
If "yes," please explain: \_\_\_\_\_

(12) Other equipment and appliances included in sale (complete only if applicable).

(i) Electric garage door opener  
Number of transmitters       

(ii) Smoke detectors How many? 1  
Location: Stairway

(iii) Security alarm system  
owned leased  
Lease information: \_\_\_\_\_

(iv) Lawn sprinkler  
Number        Automatic timer       

(v) Swimming pool  
Pool heater Spa/hot tub  
List all pool/spa equipment: \_\_\_\_\_

(vi) Refrigerator Range Microwave oven Dishwasher Trash compactor Garbage disposal

(vii) Washer Dryer

(viii) Intercom

(ix) 4 Ceiling fans 4 Number  
Location: 2 BR (2 upstairs BR)

(x) Other: \_\_\_\_\_

Are any items in this section in need of repair or replacement? yes no  
unknown  
If "yes," please explain: \_\_\_\_\_

## (13) Land (soils, drainage and boundaries)

(i) Are you aware of any fill or expansive soil on the property? yes no

(ii) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, earth stability problems that have occurred on or that affect the property? yes no

**NOTE TO BUYER: YOUR PROPERTY MAY BE SUBJECT TO MINE SUBSIDENCE DAMAGE. MAPS OF THE COUNTY AND MINES WHERE MINE SUBSIDENCE DAMAGE MAY OCCUR AND MINE SUBSIDENCE INSURANCE ARE AVAILABLE THROUGH:**

Department of  
Environmental Protection  
Mine Subsidence Insurance Fund  
3913 Washington Road  
McMurray, PA 15317  
412-941-7100

# SELLER'S PROPERTY DISCLOSURE STATEMENT...continued

Are you aware of any existing or used mining, strip mining or any other operations that might affect this property? yes no

To your knowledge, is this property, or if it, located in a flood zone or wetlands? yes no

Do you know of any past or present age or flooding problems affecting the property? yes no

Do you know of any encroachments, boundary line disputes or easements? yes no Shared driveway

**NOTE TO BUYER:** Most properties have easements running across them for utility lines and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and the seller may not be fully aware of them. Buyers may wish to determine the existence of easements and encroachments by examining the property and obtaining an abstract of title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

Are you aware of any shared or common (for example, driveways, bridges, fences, walls, etc.) or maintenance agreements? yes no

Obtain any "yes" answers that you give in this section: \_\_\_\_\_

**Hazardous substances.**

Are you aware of any underground tanks or hazardous substances present on the property (structure or soil), including, but not limited to, asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, urea-formaldehyde foam insulation (UFFI), etc.? yes no

To your knowledge, has the property been tested for any hazardous substances? yes no

Do you know of any other environmental concerns that might impact upon the property? yes no

Obtain any "yes" answers that you give in this section: \_\_\_\_\_

(15) Condominiums and other homeowners associations (complete only if applicable).

(i) Type:

condominium cooperative  
homeowners association other

If "other," please explain: \_\_\_\_\_

## NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES:

ACCORDING TO SECTION 3407 OF THE UNIFORM CONDOMINIUM ACT, 68 PA C.S. § 3407 (RELATING TO RESALES OF UNITS) AND 68 PA C.S. § 4409 (RELATING TO RESALES OF COOPERATIVE INTERESTS), A BUYER OF A RESALE UNIT IN A CONDOMINIUM OR COOPERATIVE MUST RECEIVE A CERTIFICATE OF RESALE ISSUED BY THE ASSOCIATION IN THE CONDOMINIUM OR COOPERATIVE. THE BUYER WILL HAVE THE OPTION OF CANCELLING THE AGREEMENT WITH RETURN OF ALL DEPOSIT MONIES UNTIL THE CERTIFICATE HAS BEEN PROVIDED TO THE BUYER AND FOR FIVE DAYS THEREAFTER OR UNTIL CONVEYANCE, WHICHEVER OCCURS FIRST.

(16) Miscellaneous.

(i) Are you aware of any existing or threatened legal action affecting the property? yes no

(ii) Do you know of any violations of federal, state or local laws or regulations relating to this property? yes no

(iii) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? yes no

(iv) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale? yes no

(v) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property? yes no

(vi) Are you aware of any material defects to the property, dwelling or fixtures which are not disclosed elsewhere on this form? yes no

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land. Explain any "yes" answers that you give in this section: \_\_\_\_\_

The undersigned seller represents that the information set forth in this disclosure statement is accurate and complete to the best of the seller's knowledge. The seller hereby authorizes any agent for the seller to provide this information to prospective buyers of the property and to other real estate agents. The seller alone is responsible for the accuracy of the information contained in this statement. The seller shall cause the buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following the completion of this form.

SELLER James C. Copright DATE 5-29-00  
SELLER James C. Copright DATE 5-29-00  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_

**EXECUTOR, ADMINISTRATOR, TRUSTEE**  
The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this disclosure statement.

\_\_\_\_\_  
DATE \_\_\_\_\_

## RECEIPT AND ACKNOWLEDGMENT BY BUYER

The undersigned buyer acknowledges receipt of this disclosure statement. The buyer acknowledges that this statement is not a warranty and that, unless stated otherwise in the sales contract, the buyer is purchasing this property in its present condition. It is the buyer's responsibility to satisfy himself or herself as to the condition of the property. The buyer may request that the property be inspected, at the buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER John C. Halpin DATE 6-8-00  
BUYER James C. Copright DATE 5/29/00  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_



## THIS DEED

made this 19<sup>th</sup> day of July, in the year Two Thousand (2000) is

BY AND BETWEEN Daniel E. Ceprish and Nicole L. Ceprish (husband and wife), of Allport, Pennsylvania, parties of the first part and hereinafter referred to as GRANTORS,

-A-N-D-

Kenneth J. Hahn and Lori A. Hahn (husband and wife), of Curwensville, Pennsylvania, as tenants by the entireties, parties of the second part and hereinafter referred to as GRANTEES.

### WITNESSETH,

that in consideration of Fifty-three Thousand Dollars (\$53,000.00) to Daniel E. Ceprish and Nicole L. Ceprish in hand paid, the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees,

ALL that certain messuage, tenement and tract of land, situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of lands of Joseph Condecho; thence along the Philipsburg Road, North ten degrees forty-five minutes (10° 45') West, sixty (60) feet to post corner of Samuel Spanogle's lot; thence along said lot two hundred (200) feet to a post and corner of Spanogle lot; thence South ten degrees forty-five minutes (10° 45') East, sixty (60) feet to post, Condecho's land; thence South eighty-three degrees forty-five minutes (83° 45') East, sixty (60) feet to post, Condecho's land; thence South eighty-three degrees forty-five minutes (83° 45') East, two hundred (200) feet to the place of beginning.

EXCEPTING AND RESERVING, NEVERTHELESS, all exceptions and reservations contained in deeds of record hereto.

BEING the same premises which Nicole L. Ceprish, formerly Nicole L. Ziembo, and Daniel E. Ceprish, wife and husband, by deed dated March 1, 1999 and recorded to Clearfield County Instrument No. 199903036, granted and conveyed unto Daniel E. Ceprish and Nicole L. Ceprish, husband and wife, the Grantors herein.

UNDER AND SUBJECT, nevertheless, to certain easements, covenants, conditions and restrictions of record.

And the Grantors hereby covenant and agree that they will warrant specially the property hereby conveyed.

Exhibit C

IN WITNESS WHEREOF, intending to be legally bound by this deed, the Grantors have hereunto  
set their hands and seals the day and year first above-written.

Daniel E. Ceprish (SEAL)  
Daniel E. Ceprish

Nicole L. Ceprish (SEAL)  
Nicole L. Ceprish

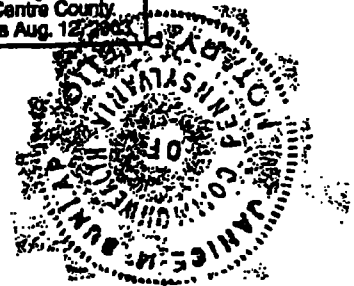
Commonwealth of Pennsylvania  
County of Centre

On this, the 19<sup>th</sup> day of July, 2000, before me, the undersigned officer, personally  
appeared Daniel E. Ceprish and Nicole L. Ceprish, husband and wife, known to me (or satisfactorily proven)  
to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed  
the same for the purpose therein contained.

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

Janice M. Dunlap  
Notary Public

Notarial Seal  
Janice M. Dunlap, Notary Public  
State College Boro, Centre County  
My Commission Expires Aug. 12, 2003



CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the within Grantees,  
is PO Box 47 ALPERT Pa 16821  
7/19/00  
Dated \_\_\_\_\_  
\_\_\_\_\_  
Attorney or agent for Grantees

CERTIFICATE OF RECORDING

Recorded in the office for the Recording of Deeds, etc. in and for Centre County in Record Book No.  
\_\_\_\_\_, page \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Witness my hand and seal of office.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

\_\_\_\_\_  
Recorder of Deeds

INSTRUMENT NUMBER  
200010173  
RECORDED ON  
Jul 20, 2000  
12:21:48 PM

RECORDING FEES - \$13.00  
RECORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDER \$1.00  
IMPROVEMENT FUND  
STATE TRANSFER \$530.00  
TAX  
STATE WRIT TAX \$0.50  
MORRIS TOWNSHIP \$265.00  
WEST BRANCH AREA \$265.00  
SCHOOLS  
TOTAL \$1,075.50

H. AMOS GOODALL, JR.  
Attorney at Law  
328 South Atherton Street  
State College, Pennsylvania 16801

*Goodall*

## THIS DEED,

NTS by WJW

MADE the 24 day of August in the year nineteen hundred and ninety-five.

BETWEEN Joseph J. Dobo and Rose Dobo, husband and wife, of R.D. 2, Box 24, Hawk Run, Clearfield County, Pennsylvania, Grantors and Parties of the First Part,

AND

Nicole L. Ziembo, single, of P O Box 36, Hawk Run, Clearfield County, Pennsylvania, Grantee and Party of the Second Part

WITNESSETH, That in consideration of TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00) in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the Grantee, her heirs and assigns,

ALL that certain piece or parcel of land situate, lying and being in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit

BEGINNING at the corner of lands of Joseph Condecho; thence along the Philipsburg Road, North ten degrees forty-five minutes (10° 45') West, sixty (60) feet to post corner of Samuel Spanogle's lot; thence along said lot two hundred (200) feet to a post and corner of Spanogle lot; thence South ten degrees forty-five minute (10° 45') East, sixty (60) feet to post, Condecho's land; thence South eighty-three degrees forty-five minutes (83° 45') East, two hundred (200) feet to the place of beginning.

EXCEPTING, AND RESERVING, NEVERTHELESS, all exceptions and reservations contained in deeds of record hereto

BEING, the same premises conveyed to Joseph J. Dobo and Rose Dobo, his wife, by deed of Hedwig P. Irvin, et al., dated November 26, 1965, entered for record in the Office for the Recording of Deeds in and for Clearfield County in Clearfield County Deed Book Vol. 518, page 677.

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1986", 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:

*Nicole L. Ziembo*  
Nicole L. Ziembo

This \_\_\_\_\_ day of \_\_\_\_\_

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE SAID 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 ESTATE 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 Grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

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

Sealed and delivered in the presence of:

*William J. Dobo*  
FOR BOB

*Joseph J. Dobo* (SEAL)  
JOSEPH J. DOBO  
*Rose Dobo* (SEAL)  
ROSE DOBO

## CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the grantee herein is: P.O. Box 32, Hawk Run, PA 16840

*Joseph J. Dobo*  
Attorney for Grantee

COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF REVENUE  
 COUNTY OF Centre

SS

On this the 24 day of August, 1995, before me, a Notary Public, the undersigned officer, personally appeared **JOSEPH J. DOBO** and **ROSE DOBO**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires:

WEST BRANCH SCHOOL DISTRICT  
 1% REALTY TRANSFER TAX

NOTARIAL SEAL  
 EDWARD P. REITER, Notary Public  
 Phillipsburg, Centre Co., Pa.  
 My Commission expires April 2, 1998

AMOUNT \$ 555.00  
 PAID 8/25/95 KAREN L. STARCK  
 Date Agent



COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF CLEARFIELD

RECORDED in the Office for the Recording of Deeds, etc., in and for said County, in Deeds & Records Book No. \_\_\_\_\_, Page \_\_\_\_\_.

WITNESS my Hand and Official Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

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

Recorder of Deeds



Karen L. Starck  
 Recorder of Deeds

CLEARFIELD COUNTY  
 ENTERED OF RECORD 8/25/95  
 TIME 2:25 PM  
 BY Joseph J. Dobo  
 FEES 13.50  
 Karen L. Starck, Recorder

**WINIFRED H. JONES-WENGER, ESQUIRE**

20 N. Second Street  
 P.O. Box 469  
 Phillipsburg, PA 16866  
 (814) 342-4330

Entered of Record 8-25 1995 2:25 PM Karen L. Starck, Recorder

**BELIN & KUBISTA**

**ATTORNEYS AT LAW**

**15 NORTH FRONT STREET**

**P. O. P.**

**CLEARFIELD, PENN**

**VIA 16830**

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

**KENNETH J. HAHN and  
LORI A. HAHN, husband and wife,  
Plaintiffs**

**VS.**

**DANIEL E. CEPRISH and  
NICOLE L. CEPRISH,  
husband and wife,**

**Defendants**

**NO. 00-1247-CD**

**CASE NUMBER: 00-1247-CD**

**TYPE OF CASE: Civil**

**TYPE OF PLEADING: PLAINTIFF'S PRETRIAL STATEMENT**

**FILED ON BEHALF OF: Plaintiffs**

**COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
215 East Locust Street  
Clearfield, PA 16830  
(814) 765-1581**

*Arb-6-11-02*

**RECEIVED**

**JUN 03 2012**

**COURT ADMINISTRATORS  
OFFICE**



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

<b>KENNETH J. HAHN and</b>	:	
<b>LORI A. HAHN, husband and wife,</b>	:	
<b>Plaintiffs</b>	:	
<b>VS.</b>	:	<b>NO. 00-1247-CD</b>
	:	
<b>DANIEL E. CEPRISH and</b>	:	
<b>NICOLE L. CEPRISH,</b>	:	
<b>husband and wife,</b>	:	
<b>Defendants</b>	:	

**PLAINTIFF'S PRETRIAL STATEMENT**

**Facts**

The parties to this case entered into an agreement for the sale of real estate located in Morris Township, Clearfield County. The sales agreement is dated June 8 to June 9, of the year 2000. The sales agreement states normal terms, including: a mortgage contingency, and division of transfer tax, date for closing. The sales contract – while stating that the buyers were buying the property in a “as is” condition – nevertheless, also contained a disclosure statement as required by the Sales Disclosure Act.

In that disclosure, the defendant sellers made several assertions. Among these assertions are:

1. That there was only a small area of the roof that was repaired.
2. That there was not any evidence of roof leakage during the period that the defendant sellers owned the property.
3. That there was “PVC” plumbing.

In addition, there was no mention of substantial fire damage done to the structure of the house – said damage not being repaired, but being covered up.

The parties went to the real estate closing and the defendants were paid the said money appropriate under the agreement.

Following the sale, the plaintiffs noticed the substantial water damage caused by a leak in the roof. They also noticed that the plumbing was not as asserted, most significantly, they noted that there had been at least two substantial fires that caused substantial damage, one of which was hidden by the boarding up of a space within the confines of the house, so as to cover the damage.

Plaintiff spent a total of \$619.87 on materials for the repairs anticipated in order to bring the property closer to that which they expected to have bought from the defendants. In addition, plaintiff spent 110 hours making these repairs, which they assess at a rate of \$15.00 an hour. Finally, plaintiff obtained the services of Larry Allen Construction, who have an estimate of the further repairs that were needed. These repairs totaled the cost of \$11,784.40.

Following the filing of the Complaint and an Amended Complaint, and responsive pleadings thereto, a Motion for Summary Judgment was filed by the defendant. Said motion was granted in part, limiting the issue before the panel to fire damage and repair, water leakage and repair and plumbing.

### **Damages**

1. Out of pocket expenses of repairs already made – \$619.87 – receipts attached as exhibits to be introduced at hearing
2. Labor of Plaintiff – \$1650
3. Estimate of repairs from Larry Allen – \$11,784.40

### **Plaintiff's Legal Theory For Recovery**

Part of, and in addition to, the Real Estate Sales Agreement executed by the parties, the defendant/sellers made representations which were not true. The plaintiffs are entitled to that money that would be necessary for them to have that which they contracted for.

### **Defendant's Legal Theory for Defense and Counterclaim**

The Defendants claim they were not aware of the defects and are therefore not responsible for them.

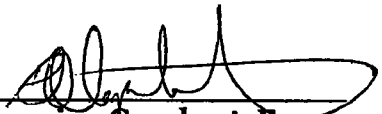
### **Names of Witness; Purpose of Their Testimony**

Plaintiffs  
Larry Allen - Damages

### **Exhibits**

Receipts  
Videotape

**Respectfully submitted,**

  
**R. Denning Gearhart, Esq.**  
**Attorney for Plaintiff**  
**Supreme Court No. 26540**  
**215 East Locust Street**  
**Clearfield, PA 16830**  
**(814)765-1581**



Alt Emp Corp (Owned Company)

ALTOONA	814-944-9436	LOCK HAVEN	570-748-6750
BEDFORD	814-623-8167	MILTON	570-742-9681
BLOOMSBURG	570-784-4445	MUNCY	570-546-3108
DUBOIS	814-371-2880	PHILIPSBURG	814-342-4670
EVERETT	814-652-2145	STATE COLLEGE	814-238-4971
HUNTINGDON	814-643-2120	SUNBURY	570-286-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY
DE	

SOLD TO	CASH

SHIP TO	CASH

ACCT. NO.	PROJECT
CASH	000
INV. NO.	000824603604
INV. DATE	DEL. DATE
08/07/00	
14:43:09	
SOLD BY	SHARON H
CUST. P.O. NO.	

\*\*\* INVOICE \*\*\*

SLSP:203 CSHR:203  
[INP1] 1600-131 PAGE 1

ITEM NO.	QTY	UNIT PRICE	PER	NET AMT.
28662772	1	199.990	EACH	199.99
<p><b>A. D. SMITH</b>  <b>EES 52 917</b>  <b>A6 U4500 L4500 220-240V</b>  <b>MF00-0039163-S24</b></p> <p>CUSTOMER IDENTIFICATION TAG</p>				

METHOD OF PAYMENT	RECEIVED IN GOOD CONDITION	PEN 6.00%	SUBTOTAL	199.99
CASH PAID: 220.00	CUSTOMER SIGNATURE		SALES TAX	12.00
CHANGE DUE: 3.01				211.99

E.I.N. 25-1614595  
**REMIT ALL PAYMENTS TO:**  
 Your Building Centers Inc.  
 P.O. Box 1230  
 Altoona, Pa. 16603

LANCE CHARGE OF 1.5% WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.  
 Items and returned goods MUST be accompanied by this bill. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

0247 9108 9547

A555A

CAROL A HAHN

12/01 V

fuzet

9995459501

H & B ENTERPRISES  
KYLERTOWN PA

1	Hardware			55.98
DATE	AUTHORIZATION	SUB	TOTAL	55.98
12-01-01	045574			
	REL/DEPT	CLERK	TAX	32
			TP	
			MISC	
VISA	MasterCard	5065064	TOTAL	59.70

SALES SLIP  
CUSTOMER COPY

SIGN HERE

I, the cardholder of the card identified on this item, am authorized to pay the amount shown as TOTAL on proper presentation. I promise to pay such TOTAL (together with any other charges due me) subject to and in accordance with the agreement governing the use of such card.

CUSTOMER: RETAIN THIS COPY FOR YOUR RECORDS

+313 0247 9108 9547

A555A

CAROL A HAHN

12/01 V

9995459501

H & B ENTERPRISES  
KYLERTOWN PA

2	Connector S	445	8.90
1	Nipple		1.99
1	CLIP		1.99
1	fuzet		54.99
DATE	AUTHORIZATION	SUB	TOTAL
8-15-00	033164		67.87
	REL/DEPT	CLERK	TAX
			4.06
			TP
			MISC
VISA	MasterCard	5630227	TOTAL
			71.73

SALES SLIP  
MERCHANT COPY

SIGN HERE

I, the cardholder of the card identified on this item, am authorized to pay the amount shown as TOTAL on proper presentation. I promise to pay such TOTAL (together with any other charges due me) subject to and in accordance with the agreement governing the use of such card.

+313 0247 9108 9547

A555A

CAROL A HAHN

12/01 V

9995459501

H & B ENTERPRISES  
KYLERTOWN PA

2	Plumbing		7.49
2	Premium	6.99	13.98
2	Plumbing	7.99	5.88
DATE	AUTHORIZATION	SUB	TOTAL
8-9-00	045750		27.25
	REL/DEPT	CLERK	TAX
		TM	1.64
			TP
			MISC
VISA	MasterCard	5065069	TOTAL
			28.89

SALES SLIP  
CUSTOMER COPY

SIGN HERE

I, the cardholder of the card identified on this item, am authorized to pay the amount shown as TOTAL on proper presentation. I promise to pay such TOTAL (together with any other charges due me) subject to and in accordance with the agreement governing the use of such card.

CUSTOMER: RETAIN THIS COPY FOR YOUR RECORDS

Exhibit 1F



# GRAMPIAN HARDWARE, INC.

TV & Appliances  
Main Street P.O. Box 124  
GRAMPIAN, PENNSYLVANIA 16838  
(814) 236-2670 800-834-1615

Terms: Net 30 - 1½% Svc. charge after 30 days. \$2 min. charge.

CUSTOMER'S ORDER NO.	PHONE	DATE 8-9-00
NAME Ken Hohen		
ADDRESS		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RET'D.	PAID OUT
QTY.		DESCRIPTION			PRICE	AMOUNT
1	1 1/2"	nut washer				1.29
1	1 1/2" x 6"	extension tube				1.39
1	1 1/2" x 1 1/2"	S Trap				6.19
2		Pump & connector			4.99	9.98
2		03 1/4" adapter			1.05	2.10
2		nipple			2.99	5.98
						26.93
					-101.	269
						24.24
					Tax	1.45
						25.69

D PRODUCT 610T

All claims and returned goods must be accompanied by this bill.

26077

To Please Call 1-800-222-6380

THANK YOU

Exhibit 'F'



Are Employees of the Company

ALTOONA 814-944-9436  
BEDFORD 814-623-8167  
BLOOMSBURG 570-784-4445  
DUBOIS 814-371-2880  
EVERETT 814-652-2145  
HUNTINGDON 814-643-2120  
LEWISTOWN 717-248-0121

LOCK HAVEN 570-748-6750  
MILTON 570-742-9681  
MUNCY 570-546-3108  
PHILIPSBURG 814-342-4670  
STATE COLLEGE 814-238-4971  
SUNBURY 570-286-4538  
WILLIAMSPORT 570-326-4151

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY

SOLD TO

CASH

SHIP TO

CASH

ACCT. NO.	PROJECT
CASH	000
INV. NO.	000824603603
INV. DATE	DEL. DATE
08/07/00	
14:41:49	
SOLD BY	SHARON H
CUST. P.O. NO.	

\*\*\* INVOICE \*\*\*

SLSP:203 CSHR:203

CINP11 1600-131 PAGE 1

ITEM NO.	QTY.	UNIT	DESCRIPTION	QTY. SHIP	UNIT PRICE	PER	NET AMT.
364266M	1	EA	CL26M 2 HDL KITCHEN CHROME	1	32.990	EA	32.99
3640100E	1	EACH	3/8"X20" SINK TUBE	1	2.590	EACH	2.59
3642497E	1	EACH	1/2 PT CLEAR PVC CEMENT	1	2.190	EACH	2.19
3643098E	4	EACH	1/2 UNION CPVC	4	4.490	EACH	17.96
36424561	2	EACH	1/2" STRAIGHT VALVE	2	4.490	EACH	8.98
3640809E	1	EACH	SMALL TUBING CUTTER	1	3.990	EACH	3.99
3640777E	2	EA	UNCOOPER 3/4" MALE ADAPTER	2	3.990	EA	7.98
3642756E	3	EA	3/4" CPVC GLOBE VALVE	3	2.390	EA	7.17
3642772E	1	EA	1/2" CPVC GLOBE VALVE	1	2.190	EA	2.19
3642772E	3	EA	1/2" CPVC GLOBE VALVE	3	2.190	EA	6.57
3578222E	2	EACH	DO-IT BEST PAINTERS TAPE 2"	2	2.890	EACH	5.78
3578501E	3	EACH	ONE COAT SMOOTH ROLLER	3	3.790	EACH	11.37
3640365E	6	EA	1/2" CPVC FEMALE ADAPTER	6	0.890	EA	5.34
36434514	6	EA	1/2" CPVC CAP	6	0.290	EA	1.74
36430707	1	EACH	TEFLON TAPE 1/2"	1	0.890	EACH	.89
3643453E	2	EA	1/2" CPVC MALE ADAPTER	2	0.290	EA	.58
3643481E	1	EA	3/4" X 1/2" CPVC BUSHING	1	0.240	EA	.24

METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

SUBTOTAL  
SALES TAX

CUSTOMER SIGNATURE

PLEASE PAY THIS AMOUNT

E.I.N. 25-1614595  
REMIT ALL PAYMENTS TO:  
Your Building Centers Inc.  
P.O. Box 1230  
Altoona, Pa. 16603

FINANCE CHARGE OF 1.5% WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.  
Returns and returned goods MUST be accompanied by this bill. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY



ALTOONA 814-944-9436  
BEDFORD 814-623-8167  
BLOOMSBURG 570-784-4445  
DUBOIS 814-371-2880  
EVERETT 814-652-2145  
HUNTINGDON 814-643-2120

LOCK HAVEN 570-748-6750  
MILTON 570-742-9681  
MUNCY 570-546-3108  
PHILIPSBURG 814-342-4670  
STATE COLLEGE 814-238-4971  
SUNBURY 570-286-4538  
WILLIAMSPORT 570-326-4151

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY



An Employee-Owned Company

ALTOONA 814-944-9436  
BEDFORD 814-623-8167  
BLOOMSBURG 570-784-4445  
DUBOIS 814-371-2880  
EVERETT 814-652-2145  
HUNTINGDON 814-643-2120  
LEWISTOWN 717-248-0121

LOCK HAVEN 570-748-6750  
MILTON 570-742-9681  
MUNCY 570-546-3108  
PHILIPSBURG 814-342-4670  
STATE COLLEGE 814-238-4971  
SUNBURY 570-286-4538  
WILLIAMSPORT 570-326-4151

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY
LE	

SOLD TO	CASH

SHIP TO	CASH

ACCT. NO.	PROJECT
CASH	000
INV. NO.	000824603603
INV. DATE	DEL. DATE
08/07/00	
14:41:49	
SOLD BY	SHARON H
CUST. P.O. NO.	

\*\*\* INVOICE \*\*\*

SLSP:203 CSHR:203

[INP1] 1600-131 PAGE 2

ITEM NO.	QTY.	UNIT	DESCRIPTION	QTY. SHIP	UNIT PRICE	PER	NET AMT.
36434710	15	EA	3/4" CPVC COUPLER	15	0.240	EA	3.60
36434612	20	EA	3/4" CPVC 90 EL	20	0.310	EA	6.20
36419719	8	EACH	3/4X3/4X1/2 CPVC TEE	8	0.690	EACH	5.52
36434505	12	EA	1/2" CPVC TEE	12	0.220	EA	2.64
36434480	30	EA	1/2" CPVC 90 EL	30	0.150	EA	4.50
36434523	20	EA	1/2" CPVC COUPLER	20	0.180	EA	3.60
36404912	2	EACH	1/2"X1/2" FEMALE DROP EAR EL	2	0.990	EACH	1.98
36434471	17	EA	52105 1/2 PLASTIC STRAP	17	0.170	EA N	2.89
41386448	1	EACH	#50 HACKSAW FRAME	1	3.990	EACH	3.99
36434462	8	EACH	1/2" X 10' CPVC	8	2.490	EACH	19.92
36434836	8	EACH	3/4" X 10' CPVC	8	4.490	EACH	35.92

METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

PEN 6.00%

SUBTOTAL	209.31
SALES TAX	12.56

VISA

221.37 AUTH: 45752

CUSTOMER SIGNATURE

PLEASE PAY THIS AMOUNT

221.87

E.I.N. 25-1614595

REMIT ALL PAYMENTS TO:

Your Building Centers Inc.

P.O. Box 1230

Altoona, Pa. 16603

NANCE CHARGE OF 1.5% WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE. Items and returned goods MUST be accompanied by this bill. SPECIAL ORDERS NOT RETURNABLE. ANY CLAIM OF SHORTAGE MUST BE MADE ON DELIVERY.

CUSTOMER COPY

Exhibit 'H'

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)  
NO. 00-1247-CD

KENNETH J. HAHN, et ux,  
Plaintiffs  
VS.

DANIEL E. CEPRIKH, et ux,  
Defendants

PLAINTIFF'S PRETRIAL STATEMENT

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830





OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

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

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-1247-CD  
Kenneth J. Hahn and Lori A. Hahn  
Vs.  
Daniel E. Ceprish and Nicole L. Ceprish

Dear Plaintiff/Defendant:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

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

By the Court,

David S. Meholic  
Court Administrator



**OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

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

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-1247-CD

Kenneth J. Hahn and Lori A. Hahn

Vs.

Daniel E. Ceprish and Nicole L. Ceprish

Dear Plaintiff/Defendant:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

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

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".

David S. Meholic  
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

Kenneth J. Hahn and Lori A. Hahn

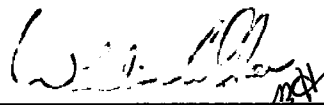
Vs.

00-1247-CD

Daniel E. Ceprish and Nicole L. Ceprish

**Termination of Inactive Case**

This case is hereby terminated with prejudice  
this 17<sup>th</sup> day of January, 2006, as per Rule 230.2.



William A. Shaw  
Prothonotary

**FILED**  
**JAN 17 2006**  
William A. Shaw  
Prothonotary/Clerk of Courts