

00-1241-CJ
KENNETH J. HAHN et ux. vs. DANIEL E. CERFISH 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 FullCourt		
Total:		0.00

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)

③ KENNETH J. HAHN and :
③ LORI A. HAHN, husband and wife, :
Plaintiffs :
VS. : NO. 00-1247 -CD
④ DANIEL E. CEPRISH and :
④ 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.

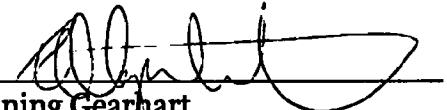
10. The Plaintiffs contacted Larry Allen Construction who undertook to give an estimate of what it would take to repair, or put the property in a condition promised by the Agreement of Sale with the Disclosure Statement. His estimate was that such repairs would cost \$11,784.40 and is attached hereto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

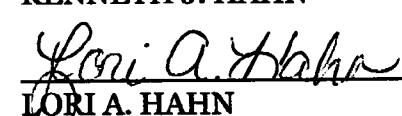
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:
:

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.

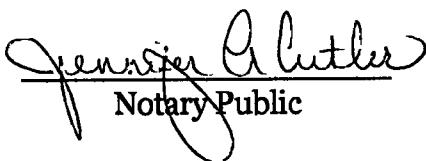


KENNETH J. HAHN



LORI A. HAHN

Sworn to and subscribed
before me this 5th day
of October, 2000.



Jennifer A. Cutler
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) 355-8500

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

, by and between
SELLER: Daniel E. and Nicole L. Reprich
Buyer: Kenneth J. Hahn and Lori A. Hahn

Po Box 28, Pt. 53
Allport, PA
6621, Box 34 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 124-088-4 914

PERSONAL PROPERTY: Stove, 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 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 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 dower or right of dower, such conveyance to contain the usual covenants
of special 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 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
John A. Petuck 10-8-00
DATE

Daniel E. Reprich 6-9-00
DATE
Nicole L. Reprich 6-9-00
DATE

* 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, mis-
representation, 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. 129 Market St. 26 311 Pine St. Suite 203 112 E. Woodward Ave. 200 E. 2nd Street 116 E. Presqueisle Street 925 W. College Ave.
Columbus, PA 16801 Lewistown, PA 17043 Williamsport, PA 17701 Lock Haven, PA 17745 Clearfield, PA 16830 Philipsburg, PA 16866 State College, PA 16801
www.nhrco.com 817-529-8737 817-529-8737 817-529-8737 817-529-8737 817-529-8737 817-529-8737

Branch Offices:

JOHN PETUCK
BROKER

Exhibit A



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) 231-0549

112-A Woodward Ave.
Lock Haven, PA 17745
(814) 748-4500

28 S. 2nd Street
Clearfield, PA 16830
(814) 759-8500

129 Market St. 2C
Lewisburg, PA 17037
(814) 524-2248

115 E. Presque Isle Street
Phillipsburg, PA 18066
(814) 242-4010

500 E. Pleasant Valley Blvd.
Altoona, PA 16601
(814) 942-4500

321 Pine St., Suite 203
Williamsport, PA 17701
(814) 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. Ceprich
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 Kenon J. Hahn
BUYER Lori A. Ceprich

DATE 06/10/00

DATE 6-8-00

SELLER Daniel E. Ceprich
SELLER Deedie L. Ceprich

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 THE 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 disposa

(vii) Washer Dryer

(viii) Intercom

(ix) Ceiling fans 4 Number
 Location: 2 LR (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, earth stability problems that have occurred 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 MINESUBSIDENCE 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, locks, 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 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 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 *Deeley, Clegg* DATE *5-29-00*
SELLER *Deeley, Clegg* 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. Kelly* DATE *6-8-00*
BUYER *Joe C. Kelly* DATE *6-8-00*
BUYER _____ DATE _____

THIS DEED

made this 19 th 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 ($10^{\circ} 45'$) 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 ($10^{\circ} 45'$) East, sixty (60) feet to post, Condecho's land; thence South eighty-three degrees forty-five minutes ($83^{\circ} 45'$) East, sixty (60) feet to post, Condecho's land; thence South eighty-three degrees forty-five minutes ($83^{\circ} 45'$) 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. Cepish (SEAL)
Daniel E. Cepish

Nicole L. Cepish (SEAL)
Nicole L. Cepish

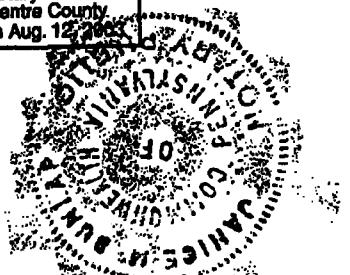
Commonwealth of Pennsylvania
County of Centre

On this, the 19th day of July, 2000, before me, the undersigned officer, personally appeared Daniel E. Cepish and Nicole L. Cepish, 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.

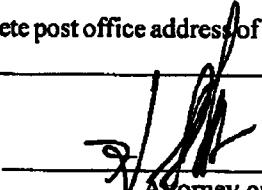
Janice M. Dunlap
Notary Public

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 Airport Pa 16821
Dated 7/19/00



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

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



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
<i>SC</i>	

SOLD TO	CASH
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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 ***
SLSR:203 CSHR:203
[INP1] 1600-131 PAGE 1

SHIP.	ITEM NO.	QTY/ORD.	UM	DESCRIPTION	QTY. SHIP	UNIT PRICE	PER	NET AMT.
	22632778	1	EACH	EES-52D 52 GAL. WATER HEATER 7YR	1	199.990	EACH	199.99

A. O. SMITH
EES 52 917
A6 U4500 L4500 220-240U
MF00-0039163-S24

CUSTOMER IDENTIFICATION TAG

METHOD OF PAYMENT	RECEIVED IN GOOD CONDITION		SUBTOTAL	199.99
	CASH PAID:	CHANGE DUE:		
220.00		8.01	PEN 6.00%	12.00
			PLEASE PAY THIS AMOUNT	211.99

CUSTOMER SIGNATURE
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

12/01 V

CAROL A HAHN

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		55.22	
DATE		AUTHORIZATION		SUB TOTAL	
8-15-03		045744		85.8	
REG/DEPT.		CLERK		TAX 3.32	
VISA		MasterCard 5065064		TIP MISC.	
				TOTAL 89.12	

SALES SLIP
CUSTOMER COPY

4313 0247 9108 9547

A555A

12/01 V

CAROL A HAHN

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	445	8.90
1		Nipple		1.99
1		Clip		1.79
1		Faucet		54.99
DATE		AUTHORIZATION		SUB TOTAL
8-15-03		033164		67.67
REG/DEPT.		CLERK		TAX 4.06
VISA		MasterCard 5630227		TOTAL 71.73

SALES SLIP
MERCHANT COPY

4313 0247 9108 9547

A555A

12/01 V

CAROL A HAHN

9995459501
H & B ENTERPRISES
KYLERTOWN PA

SIGN HERE

1		Plumbing		7.49	
DATE		AUTHORIZATION		SUB TOTAL	
8-19-03		045750		6.99 13.98	
REG/DEPT.		CLERK		TAX 5.68	
VISA		MasterCard 5065069		TIP MISC.	
				TOTAL 28.89	

SALES SLIP
CUSTOMER COPY

CUSTOMER: RETAIN THIS COPY FOR YOUR RECORDS

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.

Exhibit E



GRAMPIAN HARDWARE, INC.

TV & Appliances

Main Street P.O. Box 124

GRAMPIAN, PENNSYLVANIA 16838

(814) 236-2670 800-834-1615

Terms: Net 30 - 1 1/2% Svc. charge after 30 days. \$2 min. charge.

CUSTOMER'S ORDER NO.	PHONE	DATE					
NAME <u>Ken Hahn</u>							
ADDRESS							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. 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 TR. S			6.19			
2	Power connector			4.99	9.98		
2	032" adapter			1.05			
1	nipple			2.99			
					26.93		
				-101.	269		
					2424		
					TAX 145		
					2569		
				TAX			
RECEIVED BY				TOTAL			

D PRODUCT 610T

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

26077

NEEDS To Reorder Call
1-800-225-6380

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

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CASH

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P
T
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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
	36427726	1	EA	1/2" CPVC GLOBE VALVE		1		2.190	EA	2.19
	36427766	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
	35789016	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.

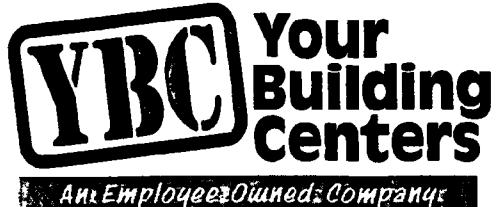
CUSTOMER COPY



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
<i>Joe</i>	

Exhibit G



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

SE

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

VISA 221.87 AUTH: 45753

RECEIVED IN GOOD CONDITION

PEN 6.00%	SUBTOTAL	209.31
	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 shield 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							

Qty	Craft @	Hours	Unit	Material	Labor	Equipment	Total
Steel entry door							
replace, standard grade							
1.00	1C@6.000		ea	250.00	225.00	0.00	475.00
wood entry door							
remove, entry door							
1.00	1D@1.000		ea	0.00	24.70	0.00	24.70
computer room							
1/2" drywall installed							
replace, with smooth-wall finish							
324.00	6D@13.61		sf	152.28	466.56	0.00	618.84
Hardboard paneling							
replace, standard grade							
112.00	8P@3.696		sf	89.60	119.84	0.00	209.44
Paint plaster or drywall							
1 coat							
324.00	5F@1.944		sf	38.88	74.52	0.00	113.40
Paint plaster or drywall							
prime							
324.00	5F@1.944		sf	35.64	74.52	0.00	110.16
empty room							
Remove drywall							
remove, drywall & prep walls							
220.00	1D@1.760		sf	0.00	44.00	0.00	44.00
1/2" drywall installed							
replace, with smooth-wall finish							
220.00	6D@9.240		sf	103.40	316.80	0.00	420.20
Paint plaster or drywall							
prime							
434.00	5F@2.604		sf	47.74	99.82	0.00	147.56
Paint plaster or drywall							
1 coat							
434.00	5F@2.604		sf	52.08	99.82	0.00	151.90
Interior doors							
replace, mahogany or birch veneer							
1.00	1C@.6000		ea	75.20	22.50	0.00	97.70
attic							
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
cellar							
2" x 8" joist system, replace							
16" on center							
140.00	6C@3.360		sf	155.40	109.20	0.00	264.60
bathroom							
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 of #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

Total Manhours, Material, Labor, and Equipment:

213.5 4,312.50 7,111.90 360.00 11,784.40

Subtotal: 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.

LaTisha C. Shaw
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. CEPRIK, et ux,
Defendants

COMPLAINT

RECEIVED
OCT 06 2000
SAC/CIV/35/1/307
William A. Shaw
Prothonotary

PD \$80.00 -
LaTisha C. Shaw

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
OB/241
W... A... VJ
[Signature]

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 Hawkins
by Marley Harry*
Chester A. Hawkins E/C
Sheriff

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

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

WITNESS: 

11-6-00

Document

Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

100
JAN 10 1997
012-42100-1
DeWitt Stewart

10257.00

Complaint fil. to atty

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

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 2156

William A. Shaw

Prothonotary

2 Lmt to Att

E 26

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

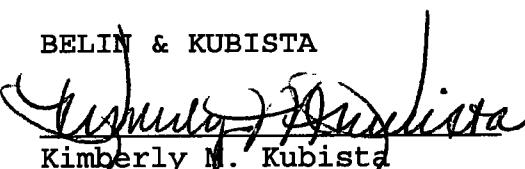
KENNETH J. HAHN and :
LORI A. HAHN, husband and wife :
Plaintiffs :
:
vs. : No. 00-1247-CD
:
DANIEL E. CEPRISH and NICOLE :
L. CEPRISH, :
Defendants :
:

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

FILED

NOV 16 2000

William A. Chow
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 :
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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.

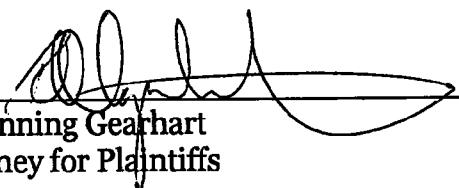
10. The Plaintiffs contacted Larry Allen Construction who undertook to give an estimate of what it would take to repair, or put the property in a condition promised by the Agreement of Sale with the Disclosure Statement. His estimate was that such repairs would cost \$11,784.40 and is attached hereto as Exhibit 'T'. 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.

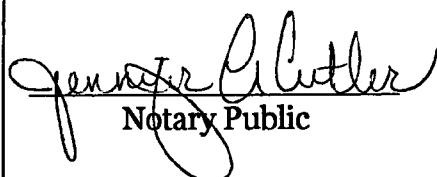


KENNETH J. HAHN

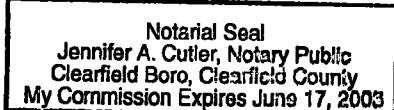


LORI A. HAHN

Sworn to and subscribed
before me this 12th day
of December, 2000.



Jennifer A. Cutler
Notary Public



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

KENNETH J. HAHN, et ux,

Plaintiffs
vs.

DANIEL E. CEPRISH, et ux,
Defendants

Amended Complaint

DEC 12 2000
R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830
Clerk
Gearhardt

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

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. : No. 00-1247-CD
DANIEL E. CEPRISH and :
NICOLE L. CEPRISH, :
husband and wife, :
Defendants :
:

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.

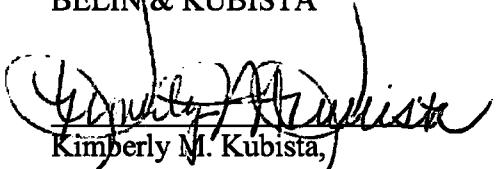
19. That all provisions of the disclosure statement were made in accordance with the Defendants' personal knowledge of the property as well as to what the condition of the property was in during their ownership.

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

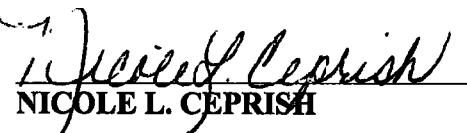
COMMONWEALTH OF PENNSYLVANIA

ss

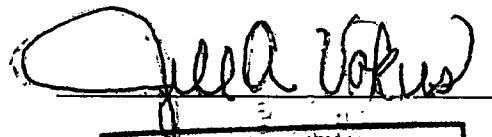
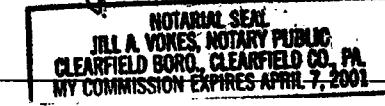
COUNTY OF CLEARFIELD

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
DANIEL E. CEPRISH


Nicole L. Ceprish
NICOLE L. CEPRISH

SWORN and SUBSCRIBED before me this 29th day of December, 2000.


Jill A. Vokes

NOTARIAL SEAL
JILL A. VOKES, NOTARY PUBLIC
CLEARFIELD BORO, CLEARFIELD CO., PA.
MY COMMISSION EXPIRES APRIL 7, 2001

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

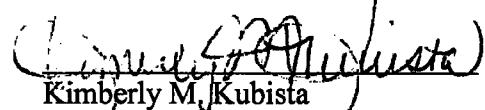
KENNETH J. HAHN and	:	
LORI A. HAHN, husband and wife,	:	
Plaintiffs	:	
vs.	:	No. 00-1247-CD
DANIEL E. CEPRISH and	:	
NICOLE L. CEPRISH,	:	
husband and wife,	:	
Defendants	:	

CERTIFICATE OF SERVICE

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

Deed, 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. Reprish
(Complete names, seller and spouse)

, by and between
P O Box 28, Pt. 53
Albright, PA

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

P.O. Box 354
Curwensville, 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 hereinabove 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 124-088-4 914

PERSONAL PROPERTY: Stove, refrig, dishwasher.

WATER: Public

SEWERAGE: Public

FUEL: whatever fuel is in premises (oil, coal, gas, wood) will stay or move 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 note 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, 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 special 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

Daniel E. Reprish 6-9-00

DATE

Nicole L. Reprish 6-9-00

DATE

* A Real Estate Recovery Fund exists to reimburse any person
final judgment against a Pennsylvania real estate licensee or
representative, or deceit in a real estate transaction and to
collect the judgment after exhausting all legal and equitable
remedies. For complete details about the fund, call (717) 783-3658.

111 Pleasant Valley Blvd. 129 Market St., 2C 311 Pine St., Suite 203
Johnstown, PA 15901 Ligonier, PA 15658 Williamsport, PA 17701

EXHIBIT

A

Branch Offices:

JOHN PETUCK
BROKER



NEW HORIZONS
REAL ESTATE CO.

123 N. ALLEGHENY ST., BELLEFONTE, PA 16823

(814) 355-8500

Branch Offices:

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

112-A Woodward Ave.
Lock Haven, PA 17745
(570) 748-4580

28 S. 2nd Street
Clearfield, PA 16830
(814) 768-0500

179 Market St. 2C
Lowellville, PA 17837
(570) 524-2248

116 E. Presque Isle Street
Philipsburg, PA 16866
(814) 342-4810

500 E. Pleasant Valley Blvd.
Altoona, PA 16601
(814) 942-4500

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 7, 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. Ceprich
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 *Karen J. Hahn*
BUYER *Lori A. Tihha*

DATE 06/08/00

DATE 6-8-00

SELLER *Daniel E. Ceprich*
SELLER *7/1/2000 (W. Daniel E. Ceprich)*

DATE 6-9-00

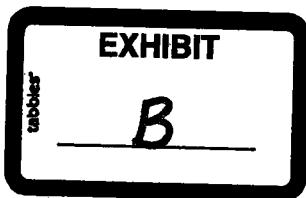
IMPORTANT NOTICE TO BUYERS

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 THE 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 fixtures? 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 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: _____

Additions/remodeling. Have you made additions, structural changes or other alterations to the property? yes no
If "yes," please describe: Deleted, Denote desired

~~Outside~~
Water and sewage.

What is the source of your drinking water? public community system
 well on property other
"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
"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: Old 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) Ceiling fans Number
Location: 2nd (upstairs) B.R.

(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 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 MIN 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 of it, located in a flood zone or wetlands?
____ yes no

Do you know of any past or present
flood or flooding problems affecting the
property? ____ yes no

Do you know of any encroachments,
boundary line disputes or easements?
____ yes no

TO BUYER: Most properties have
easements running across them for utility
purposes 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
other restrictions 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
easements (for example, driveways, bridges,
walls, etc.) or maintenance agreements?
____ yes no

Indicate 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
conditions that might impact upon the
property? ____ yes no
Indicate 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 INTER-
ESTS), 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 COOPERA-
TIVE. 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 prop-
erty? ____ 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, cornaker 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 Donald J. Cope DATE 5-29-01
SELLER Donald J. Cope DATE 5-29-01
SELLER _____ DATE _____

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

____ 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. Hall DATE 6-9-01
BUYER John C. Hall DATE 6-9-01
BUYER _____ DATE _____

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

FILED

JAN 02 2001
Q120-HDCC
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

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

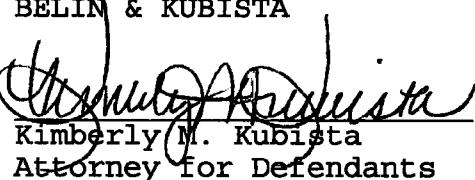
DANIEL E. CEPRISH and
NICOLE L. CEPRISH,
husband and wife,
Defendants

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 :
:

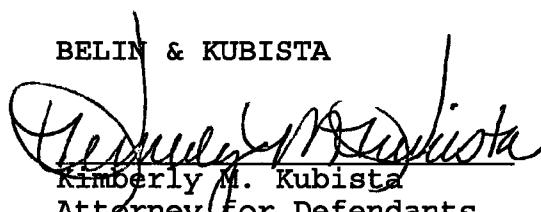
CERTIFICATE OF SERVICE

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 8th day of
January, 2001.

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Defendants

CLEARFIELD, PENNSYLVANIA 16830
P. O. BOX 1
15, NORTH-BRONT STREET
ATTORNEYS AT LAW
BELLIN & KUBISTA

6/3/86/100
William A. Shaw
Prothonotary
Key

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.

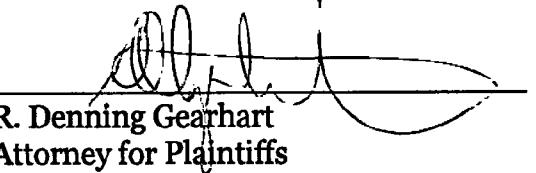
19. Denied for reasons set forth in the Complaint. Further, the conditions of which the Complaint speaks were such that it was obvious the Defendants knew, or should have known, of the defects and therefore, the lack of fruitfulness in their disclosure statement at the time they made the disclosure. 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
COUNTY OF CLEARFIELD**

: SS:

AFFIDAVIT

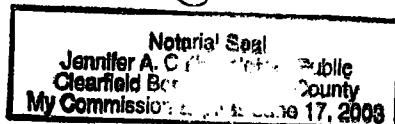
Before me, the undersigned officer, personally appeared, KENNETH J. HAHN and LORI A. HAHN who being duly sworn according to law deposes and says that the facts set forth in the foregoing Answer to New Matter are true and correct to the best of their knowledge, information, and belief.

KENNETH J. HAHN

Lori A. Hahn
LORI A. HAHN

Sworn to and subscribed
before me this 5th day
of January, 2001.

Notary Public



—Lap over margin—

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

KENNETH J. HAHN, et ux,
vs. Plaintiffs

DANIEL E. CEPRISE, et ux,
Defendants

ANSWER TO NEW MATTER

FILED 3cc 1/13/01
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)

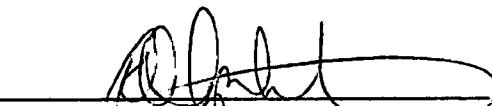
KENNETH J. HAHN and :
LORI A. HAHN, husband and wife, :
Plaintiffs :
VS. : NO. 00-1247-CD
:
DANIEL E. CEPRISH and :
NICOLE L. CEPRISH, :
husband and wife, :
Defendants :

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

TO: DANIEL E. CEPRISH and Sargent's Court Reporting Service
NICOLE L. CEPRISH 210 Main Street
c/o Kimberly M. Kubista, Esquire Johnstown, PA 15901
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830

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 :

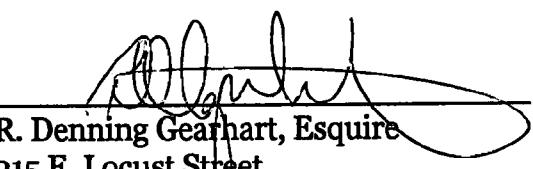
CERTIFICATE OF SERVICE

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

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,	:	
Defendants	:	

**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

John 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, :
Defendants :
:

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 28th 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 17th day of October, 2001, at
2:00 p.m. at the Clearfield County Courthouse, Courtroom 1.

BY THE COURT

Judge

FILED

SEP 28 2001

04:00 a.m. by Kubach
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,	:	
Defendants	:	

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 personality 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.

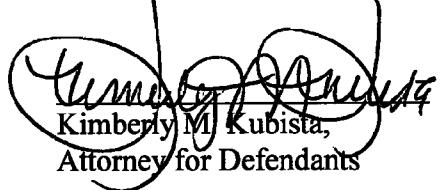
22. Hahn acknowledged that the disclosure statement did not refer to heat ducts/registers in each room only that the rooms were heated. (Page 45, lines 18-25 of the deposition and Page 45, lines 1-14 of the Kenneth Hahn deposition)

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 personality 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

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908

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

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25

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

2

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4 215 East Locust Street
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1 I N D E X
23 WITNESS: KENNETH J. HAHN

4 EXAMINATION

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25	* Denotes exhibit not attached		

1 O B J E C T I O N P A G E
23 A T T O R N E Y3 P A G E

4 N O N E M A D E

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

2 -----
3 KENNETH J. HAHN, HAVING FIRST BEEN
4 DULY SWEORN, TESTIFIED AS FOLLOWS:
5 -----

6 EXAMINATION

7 BY ATTORNEY KUBISTA:8 Q. Mr. Hahn, my name is Kim
9 Kubista. I'm the attorney that
10 represents the Defendants in this
11 case, Nicole and Daniel Ceprish. I'm
12 going to be asking you a series of
13 questions and when I do, if there's a
14 question that you don't understand, I
15 would be glad to rephrase it. If you
16 need to take a minute to break during
17 the course of my examination, just
18 tell me so. If you need to confer
19 with your attorney, Mr. Gearhart,
20 that's fine, too, just stop me and we
21 can do whatever you need to do.

22 Okay?

23 A. Okay.

24 Q. Could you please state your
25 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 personality, 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 Cepriishes;

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 Cepriishes 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 Cepriishes 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 Cepriishes 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 personality 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 Ceprikes 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 Ceprishes 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 Cepriishes 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 O. 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 16th day of February 2001.


Jane E. Messner

NOTARY PUBLIC
JANE E. MESSNER, Notary Public
Hollidaysburg Area, Blair County, PA
My Commission Expires Dec. 27, 2001

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CLEARFIELD, PA

STATE COLLEGE, PA

HOLLIDAYSBURG, PA

ERIE, PA

OIL CITY, PA

HARRISBURG, PA

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CHARLESTON, WV

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

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tabbed

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08

1 DEPOSITION
2 OF
3 LORI A. HAHN, taken on behalf of the
4 Defendants herein, pursuant to the
5 Rules of Civil Procedure, taken
6 before me, the undersigned, Jane E.
7 Messner, a Court Reporter and Notary
8 Public in and for the Commonwealth of
9 Pennsylvania, at the law offices of
10 R. Denning Gearhart, 215 East Locust
11 Street, Clearfield, Pennsylvania, on
12 Tuesday, February 6, 2001, beginning
13 at 11:15 a.m.

14
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17
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19
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24
25

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 & Kubista
10 15 North Front Street
11 Clearfield, PA 16830

12 COUNSEL FOR DEFENDANTS

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1 I N D E X

2

3 WITNESS: LORI A. HAHN

4 EXAMINATION

5 by Attorney Kubista 7 - 33

6 EXAMINATION

7 by Attorney Gearhart 33 - 34

8 CERTIFICATE 35

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1 EXHIBIT PAGE

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3 PAGE4 NUMBER DESCRIPTION IDENTIFIED

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6 NONE OFFERED

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1 OBJECTION PAGE

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3 ATTORNEY PAGE

4 NONE MADE

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

2 -----
3 LORI A. HAHN, HAVING FIRST BEEN DULY
4 SWORN, TESTIFIED AS FOLLOWS:
5 -----

6 EXAMINATION

7 BY ATTORNEY KUBISTA:8 Q. Ma'am, would you state your
9 full name for the record, please.

10 A. Lori Anne Hahn.

11 Q. I apologize. I'm going to do
12 that a number of times. My name is
13 Kim Kubista. I represent the
14 Cepriishes in this case. If I ask you
15 a question that you don't understand,
16 please let me know. I'll rephrase
17 it. If you would like to confer with
18 Mr. Gearhart, your attorney, if
19 you'll let me know I'll stop, I'll
20 step out of the room so that you feel
21 comfortable. Okay? What's your
22 address?

23 A. P.O. Box 47, Allport, PA.

24 Q. Okay. I assume you're married
25 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 Cepriish.

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 Ceprikes 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 do 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 personality 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 personality 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 * * * * *

10
11
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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:

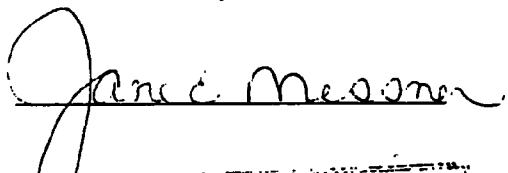
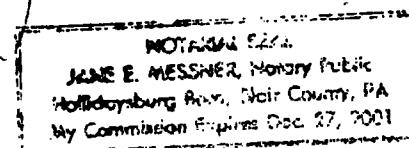
6 That the witness was first duly sworn to testify
7 to the truth, the whole truth, and nothing but the
8 truth; that the foregoing deposition was taken at the
9 time and place stated herein; and that the said
10 deposition was taken stenographically by me and
11 reduced to typewriting, and constitutes 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 16th 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 8908

INDIANA, PA

GREENSBURG, PA

CHARLESTON, WV

PHILADELPHIA, PA

SOMERSET, PA

WILKES-BARRE, PA

CLEARFIELD, PENNSYLVANIA 16830
157 111 FRONT STREET
A. NEYS AT LAW
P. O. BOX 1
BE 3 KUBISTA

FILED

SEP 27 2001
O/3-2212cc atty Kubista
William A. Shaw
Prothonotary
WES

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 :
:

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. : No. 00-1247-CD
DANIEL E. CEPRISH and NICOLE L. :
CEPRISH, :
Defendants :
:

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

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

FILED

OCT 02 2001

01025474

William A. Shaw

Prothonotary

NO 91c



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 19th 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

0/204 P.M.

William A. Shaw

Prothonotary

U.S. Atty. General
U.S. Atty. Hubista.

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)	1

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
() Check Block if
ADDITIONAL DEFENDANT(S) a Minor is a
Party to the
Case

NONE
()

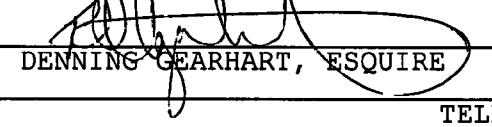
JURY DEMAND FILED BY: DATE JURY DEMAND FILED:

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
010:33 AM '02
William A. Shaw pd \$20.00
Prothonotary 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~~ 7449

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

04/11/02 7:49 AM
APR 09 2002
NO CC

✓ 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-~~4689~~ 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
Marcy Kelley

Deputy Court Administrator

cc: J. Richard Mattern, II, Esquire
Kim C. Kesner, Esquire
Christopher J. Shaw, Esquire

1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA

KENNETH J. HAHN & LORI A. HAHN *
*
*
PLAINTIFF * NO. 00-1247-CD
VS *
DEFENDANT *
*
DANIEL E. CEPRISH & NICOLE L. *
CEPRISH *

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.

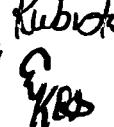
2. THAT ON THE 10 DAY OF MAY, 2002, HE SERVED A
TRUE AND CORRECT COPY OF A _____ UPON
SUBPOENA TO PRODUCE DOCUMENTS AT MAIN ST.,
IN THE CITY, BORO, VILLAGE OF BROOKVILLE, TOWNSHIP OF
_____, COUNTY OF JEFFERSON PENNSYLVANIA,
BY THEN AND THERE AT THE PLACE AND TIME NOTED ABOVE,
DELIVERED TO LYNN (OFFICE MANAGER) A TRUE AND CORRECT
COPY OF THE ABOVE STATED DOCUMENTS. TIME OF THIS SERVICE
WAS AT 1140 HOURS.



R. STUART AUBER, CONSTABLE
215 1/2 STATE STREET
CURWENSVILLE, PA 16833
(814) 236-1407

FILED

MAY 13 2002

Glenda McCatty Kubick
William A. Shaw
Prothonotary


COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

KENNETH J. HAHN and LORI A. HAHN, :
husband and wife, :
Plaintiffs :
vs. : File No 00-1247-CD
DANIEL E. CEPRISH AND NICOLE L. CEPRISH, :
Defendants :
:

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. Hahn 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:



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 * NO. 00-1247-CD
VS *
DEFENDANT *
*
DANIEL E. CEPRISH & NICOLE L. *
CEPRISH *

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 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/kathy Kubase
William A. Shaw
Prothonotary
QAD

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:

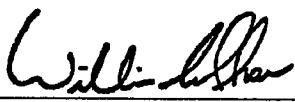
Any and all documentation pertaining to an inspection completed for Kenneth
J. Hahn and Lori A. Hahn on or before July 19, 2000 in reference to a
VA loan.

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

DATE: 5/8/02

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Deputy Clearfield Co., Clearfield, PA

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. :
No. 00-1247-CD
DANIEL E. CEPRISH and NICOLE L. :
CEPRISH, :
Defendants :
:

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
06/03/02 C.C. Kubista
William A. Shaw
Prothonotary
E. K. S.

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.

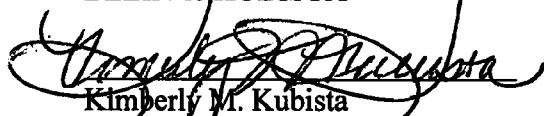
C. **List of Witnesses:**

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

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LORI A. HAHN, husband and wife,	:	
Plaintiffs	:	
	:	
vs.	:	No. 00-1247-CD
	:	
DANIEL E. CEPRISH and NICOLE L.	:	
CEPRISH,	:	
Defendants	:	

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 3rd day of June, 2002:

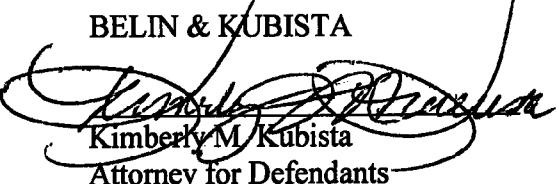
R. Denning Gearhart, Esquire
215 E. Locust Street
Clearfield, PA 16830

Kim C. Kesner, Esquire
23 North Second Street
Clearfield, PA 16830

J. Richard Mattern, II, Esquire
211 E. Pine 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
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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

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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

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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

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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

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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

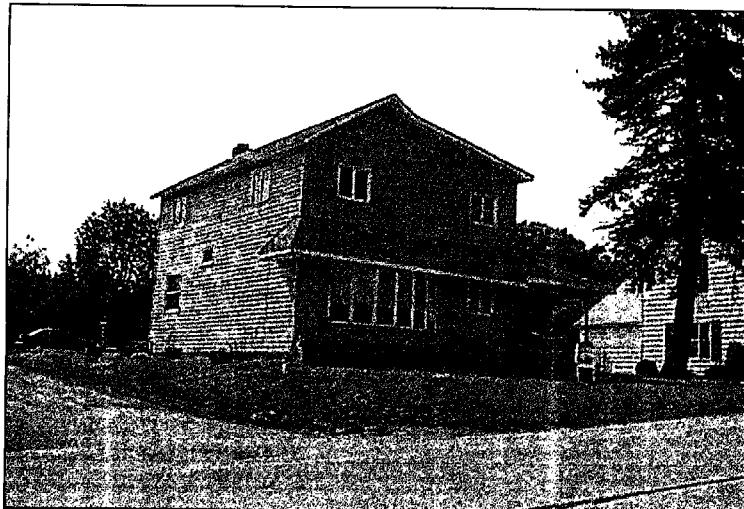
END OF DOCUMENT

ADDITIONAL PHOTOGRAPH ADDENDUM

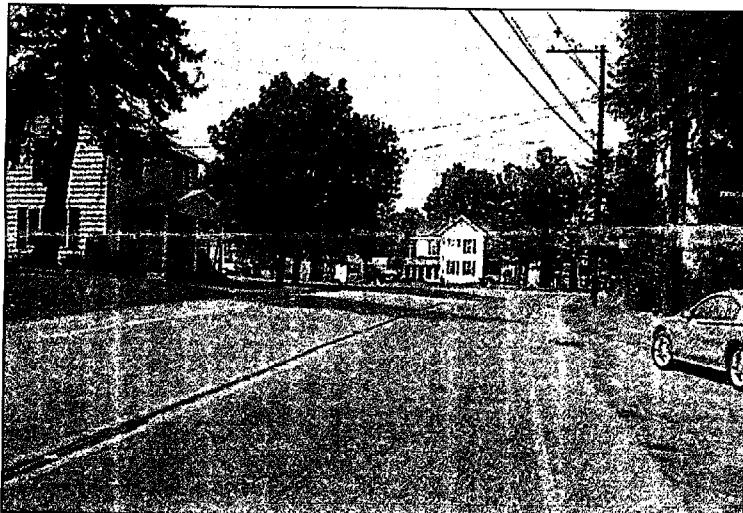
311/262-000

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

File No. 00060320

Property Description

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 CEPRISS, 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 <input type="checkbox"/>	Predominant occupancy <input checked="" type="checkbox"/> Owner 90% <input type="checkbox"/> Tenant 10%	Single family housing PRICE \$ (000) 40 Low 30 2-4 family 5	Present land use % One family 60	Land use change <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely
Built up	Over 75% <input checked="" type="checkbox"/>	25-75% <input type="checkbox"/>	Under 25% <input type="checkbox"/>	Declining <input type="checkbox"/>	100 High 100 Multi-family	To: <input type="checkbox"/>	
Growth rate	Rapid <input type="checkbox"/>	Stable <input checked="" type="checkbox"/>	Slow <input type="checkbox"/>				
Property value	Increasing <input type="checkbox"/>	Stable <input checked="" type="checkbox"/>	Over supply <input type="checkbox"/>	Vacant (0-5%) <input type="checkbox"/>	Predominant Commercial	10	
Demand/supply	Shortage <input type="checkbox"/>	In balance <input type="checkbox"/>	Over supply <input type="checkbox"/>	Vacant (over 5%) <input type="checkbox"/>	VAC	25	
Marketing time	Under 3 mos. <input type="checkbox"/>	3-6 mos. <input type="checkbox"/>	Over 6 mos. <input type="checkbox"/>				

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.

NEIGHBORHOOD	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.						

PUD Project Information for PUDs (If applicable) - Is the developer/builder in control of the Home Owner's Association (HOA)? Yes 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 Corner Lot <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Size	TYPICAL
Specific zoning classification and description NONE		Shape	REGULAR
Zoning compliance <input type="checkbox"/> Legal <input checked="" 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"/> X	Street PAVED	<input type="checkbox"/> X
Gas	<input type="checkbox"/> OIL	Curb/gutter	<input type="checkbox"/>
Water	<input type="checkbox"/> X	Sidewalk	<input type="checkbox"/>
Sanitary sewer	<input type="checkbox"/> X	Street lights HALOGEN	<input type="checkbox"/> X
Storm sewer	<input checked="" type="checkbox"/> X	Alley	<input type="checkbox"/>
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		Area Sq. Ft. 962	Roof					
No. of Stories	2.0	Exterior Walls	VINYL	Crawl Space		% Finished 0	Ceiling	<input checked="" type="checkbox"/>				
Type (Det./Att.)	DET	Roof Surface	SHINGLE	Basement 100%		Ceiling	Walls					
Design (Style)	2 ST	Gutters & Dwnspcts.	NONE	Sump Pump NO		Walls	Floor					
Existing/Proposed	EXISTING	Window Type	CASEMENT	Dampness MINIMAL		Floor CEMENT	None					
Age (Yrs.)	100	Storm/Screens	YES	Settlement NO		Outside Entry YES	Unknown					
Effective Age (Yrs.)	20	Manufactured House	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

DESCRIPTION OF IMPROVEMENTS		Finished area above grade contains: 8 Rooms: 5 Bedroom(s): 1.0 Bath(s): 1,791 Square Feet of Gross Living Area		INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE:	
Floors	CAR/VIN/PINE	Type	F/A	Refrigerator	P	None		P	Stairs			Fireplace(s) #		None <input checked="" type="checkbox"/>	
Walls	PANELED/AVE	Fuel	OIL	Range/Oven	P	Drop Stair						Patio		Garage # of cars	
Trim/Finish	PINE/AVE	Condition	AVE	Disposal		Scuttle	X		Deck					Attached	
Bath Floor	VINYL/AVE	COOLING		Dishwasher	X	Floor	X		Porch	X				Detached	
Bath Wainscot	FIBERGL/AVE	Central	NO	Fan/Hood	X	Heated			Fence					Built-In	
Doors	HOLLOW/AVE	Other		Microwave		Finished			Pool					Carport	
		Condition		Washer/Dryer										Driveway 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.

Comments 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

Valuation Section

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	
	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	COOPER AVE			525 SUQUEHANNA AVE			226 W. 6TH AVE		
ALLPORT, PA		GRASSFLAT, PA			CURWENSVILLE, PA			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	Total Bdrms Baths	Total Bdrms Baths			Total Bdrms Baths			Total Bdrms Baths		
Room Count	8 5 1.00	6 3 1.00			6 3 1.00			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	962	612			600			700		
Rooms Below Grade	NONE	NONE			NONE			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)		+ X -	\$ -1,400	X + -	\$ 1,300	X + -	\$ 400			
Adjusted Sales Price of Comparable		-2.5 % Net		3 % Net		1 % Net				
		13.1 % Grs	\$ 53,600	9 % Grs	\$ 48,800	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(\$5/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

APPRAYER:

Signature 

Name: LORI J. SARVEY SPA GRI

Date Report Signed: 7-13-2000

State Certification # GA 000514-L

Or State License # GA000514-L

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature Did Did Not

Name: _____ Inspect Property

Date Report Signed: _____

State Certification # _____

Or State License # _____

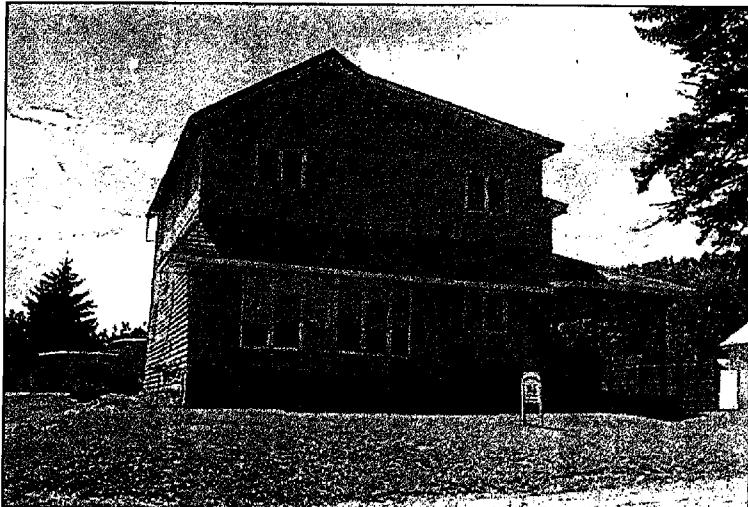
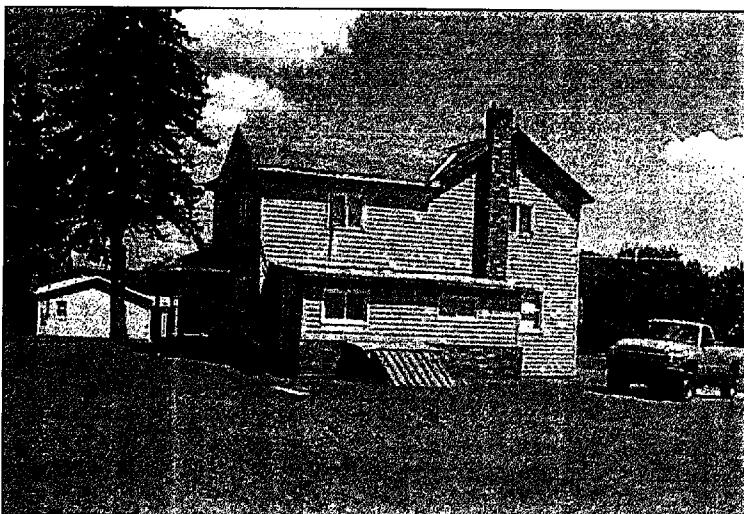
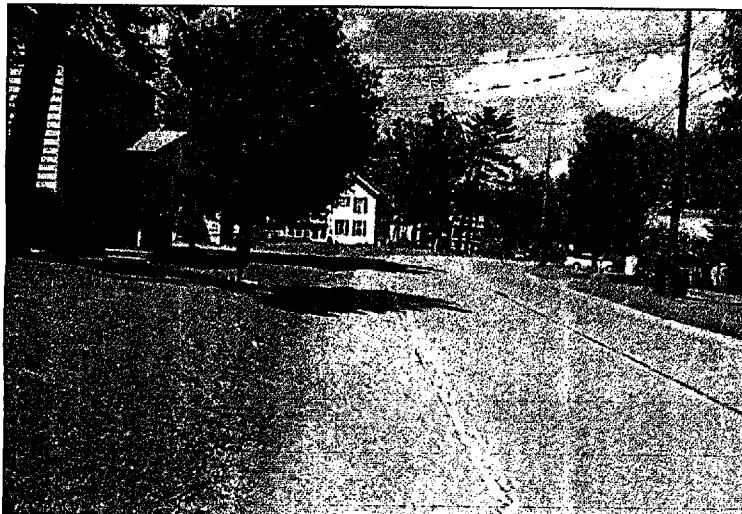
State _____

Or State License # _____

State _____

SUBJECT PHOTOGRAPH ADDENDUM311/262-000
00060320

Borrower / Client	HAHN, KENNETH	Property Address	ROUTE 53	County	CLEARFIELD	State	PA	Zip Code	16821
City	ALLPORT								
Lender	CROSSLAND MORT CORP								

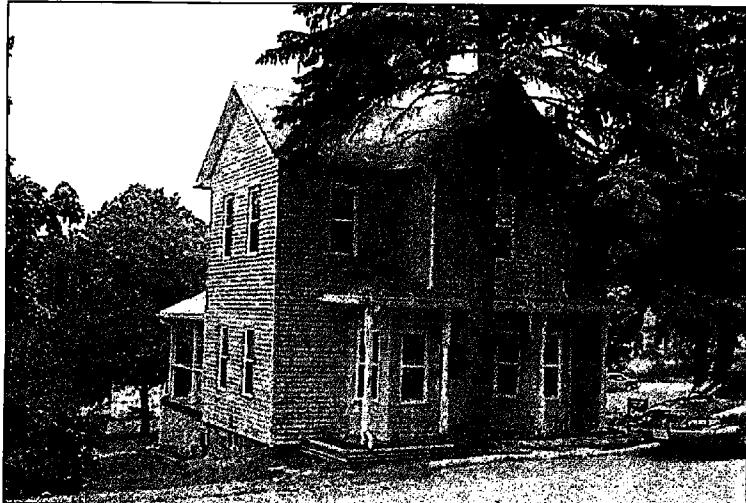
FRONT OF
SUBJECT PROPERTYREAR OF
SUBJECT PROPERTY

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

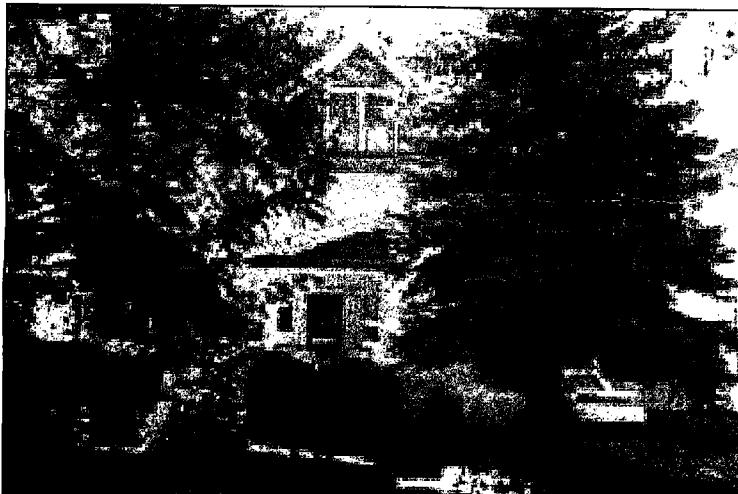
Date of Sale : 03-28-2000
Sale Price : 55000
Sq. Ft. : 1212
\$ / Sq. Ft. : 45.38



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



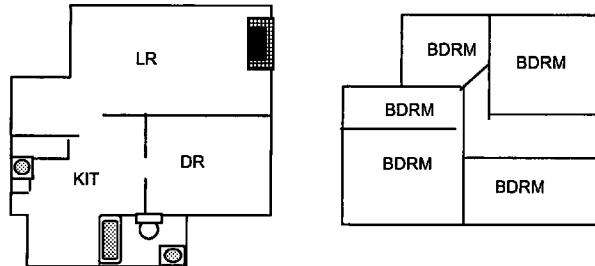
COMPARABLE SALE # 3

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



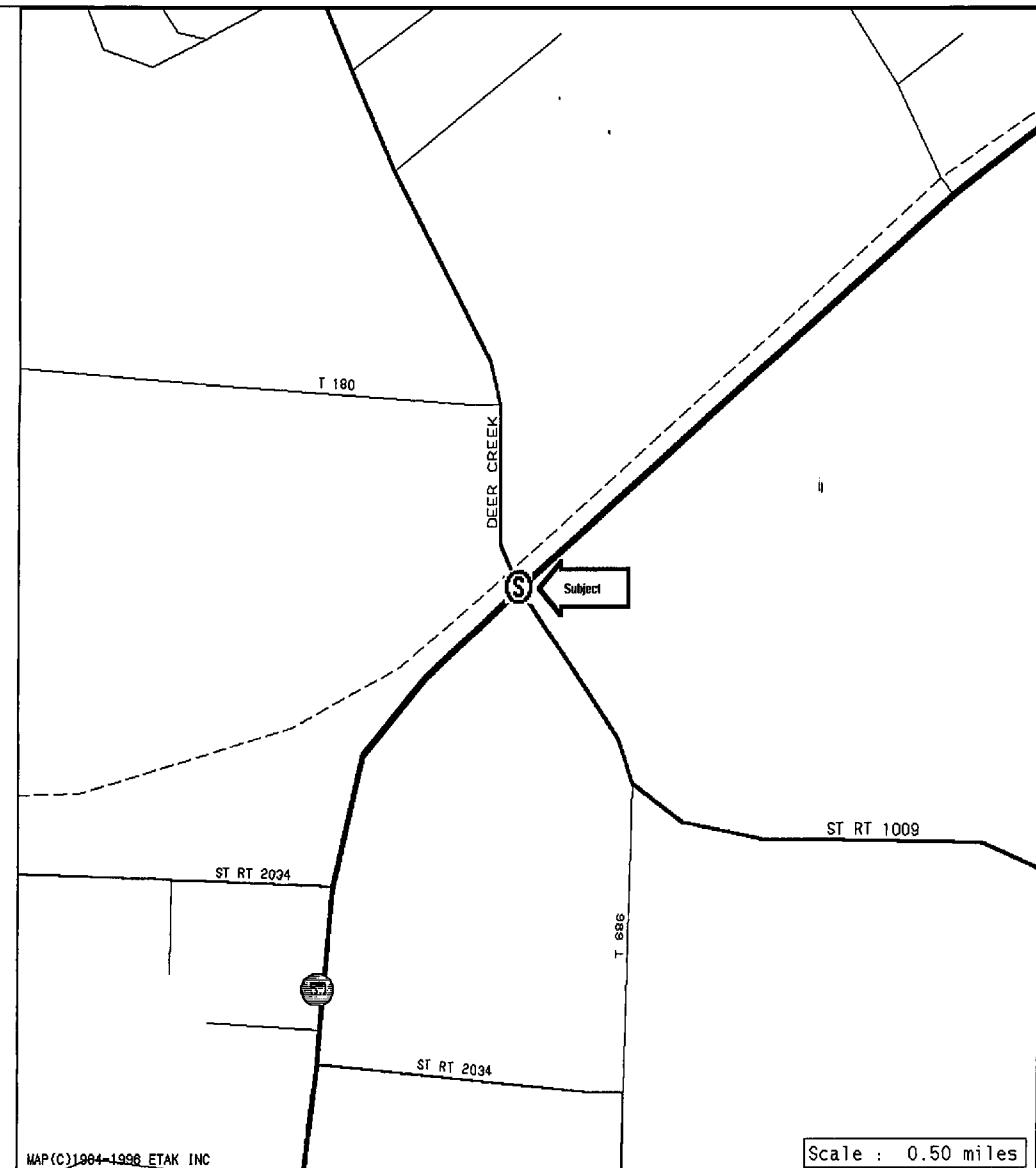
SKETCH CALCULATIONS

	A1 : 24.0 x 10.0 =	240.0
	A2 : 31.0 x 19.0 =	589.0
	A3 : 19.0 x 7.0 =	133.0
	First Floor	962.0
	A4 : 24.0 x 10.0 =	240.0
	A5 : 31.0 x 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

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 GRANTEEES.

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 realty transfer tax.

KAREN L. STARCK	REGISTER AND RECORDS	RECEIVED ON	RECORDED ON	RECORDED FEES -	RECORDED FEE	COUNTY IMPROVEMENT FUND	RECORDED FEE	STATE IMPRT TAX	TOTAL
CLEARFIELD COUNTY, Pennsylvania	199903036	Mar 01 1999	19990304 PM	\$13.50	\$1.00	\$1.00	\$0.50	\$15.00	

**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.

X 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.

X 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.

X 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

X 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.

CURRENT SALES CONTRACT

The subject property is currently not under contract.
 The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.

 The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller
6-8-2000		53000	CEPRISH

The contract indicated that personal property was not included in the sale.

The contract indicated that personal property was included. It consisted of STOVE AND REFRIGERATOR Estimated contributory value is \$ 700

Personal property was not included in the final value estimate.
 Personal property was included in the final value estimate.
 The contract indicated no financing concessions or other incentives.
 The contract indicated the following concessions or incentives SELLER TO PAY \$1000 TOWARD BUYER CLOSING COSTS.

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.

 MARKET OVERVIEW Include an explanation of current market conditions and trends.

6 months is considered a reasonable marketing period for the subject property based on CLEARFIELD JEFFERSON MULTIPLE LISTING SERVICE

 ADDITIONAL CERTIFICATION

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.

 ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS

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.

 ADDITIONAL COMMENTS **APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

Appraiser's Signature  Effective Date 6-29-2000 Date Prepared 7-6-2000

Appraiser's Name (print) LORI J. SARVEY SRA GRI Phone # ()

State PA License Residential Certification Certification # GA 000514-L Tax ID #

 CO-SIGNING APPRAISER'S CERTIFICATION

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.

The co-signing appraiser has not personally inspected the interior of the subject property and;
 has not inspected the exterior of the subject property and all comparable sales listed in the report.
 has inspected the exterior of the subject property and 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 with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.

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.

 CO-SIGNING APPRAISER'S SIGNATURE

Appraiser's Signature Trainee Review Other
 Appraiser's Name (print)
 State License Certified Residential Certified # SS #

Borrower HAHN, KENNETH
Property Address ROUTE 53
City ALLPORT
Lender CROSSLAND MORT CORP

County **CLEARFIELD**

State PA

Zip Code 16821

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal conforms to one of the following definitions:

Complete Appraisal
The act or process of estimating value, or an estimate of value, performed without invoking the Departure Provision.

Limited Appraisal
The act or process of estimating value, or an estimation of value, performed under and resulting from invoking the Departure Provision.

This Report is one of the following types:

Self Contained Report
A written report prepared under Standards Rule 2-2(A) of a complete or limited appraisal performed under Standard 1.

Summary Report
A written report prepared under Standards Rule 2-2(B) of a complete or limited appraisal performed under Standard 1.

Restricted Report
A written report prepared under Standards Rule 2-2(C) of a complete or limited appraisal performed under Standard 1.

Comments on Appraisal and Report Identification

Note any departures from Standards Rules 1-2, 1-3, 1-4, plus any USPAP-related issues requiring disclosure.

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

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

PA

16821

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:

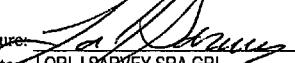
1. The inspector and/or reviewer has no present or contemplated future interest in the property described in this report; and neither the employment to make this inspection, nor the compensation for it, is contingent upon the estimated value of the property.
2. The inspector has no personal interest 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

II

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. BARVEY SRA GRI

State Certification or License # GA000514-L

State: PA

Expiration Date of Certificate or License: 6/30/2001

Date Signed: 7/6/2000

Compliance Inspection Report

Note: Reports of Final and Repair Compliance Inspections left at site always require reviewer's signature to be Official. Consult mortgagee for official reports.

**U. S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commission**

OMB No. 2502-0189 (exp. 7/30/98)

00060320

Builder's Name and Address	a. <input type="checkbox"/> Report not left at site. b. <input type="checkbox"/> Report not official without reviewer's signature.	FIA Case Number 311/262-000 Date of inspection 6-29-2000
Mortgagee's Name and Address	Property Address ROUTE 53 ALLPORT DEED BOOK 1999 ; PAGE 3036 PA 16821	

I. Inspection of On-Site Improvements Reveals:

1. Construction was, was not begun prior to the date of mortgage insurance approval shown on the commitment, statement of appraised value or "Early Start" letter. (Applies to the initial report on new construction)

2. Builder other than named in application.

3. Unable to make inspection. (Explain below)

4. Accepted construction exhibits not available at site.

5. Individual Sewage disposal system; Individual Water supply system
 No noncompliance. Correction essential as explained below.
 Submit Health Department letter.

6. Correction req'd. by rpt. date _____ not acceptably completed.

7. Repairs required by form HUD-92800.5B not acceptably completed.

8. Correction essential as explained below:
 a. Will examine at next inspection.
 b. Do not conceal until reinspected.

9. No noncompliance observed.

10. Acceptable variations as described below (Request for Change, for HUD-92577, may be submitted).

11. Extensive noncompliance as explained below (see IV.A below).

12. On-site improvements acceptably completed subject to receipt of certification that mortgagee's inspection reveals satisfactory completion of all items listed below.

13. On-site improvements acceptably completed except items listed below, completion of which is delayed by conditions beyond control of the builder (see IV.B below).

14. On-site improvements acceptably completed.

15. Off-site improvements:
 a. Correction/Completion essential as explained below.
 b. Completion assured by escrow agreement or governing authority.
 c. Acceptability completed.

II. Explanation of statements checked in Parts I and III

Certification: I certify that I have carefully inspected this property on this date. I have no personal interest, present or prospective, in the property, applicant, or proceeds of the mortgage. To the best of my knowledge I have reported all noncompliance, work requiring correction, and unacceptable work.

Signature	Date	<input type="checkbox"/> Fee Inspector	<input type="checkbox"/> Appraiser	ID Number
X LORI J SARVEY SRA GRI	7-13-2000	<input type="checkbox"/> DE Staff Inspector	<input type="checkbox"/> HUD Inspector	

III. Specific Conditions Required by IJUD-98200.5B, Not Requiring Field Inspection

16. Submit items or resubmit incomplete items as noted above. 17. Acceptable Compliance with all specific conditions not requiring field inspection. 18. Submit Termite Soil Treatment Guarantee. None

Approved: <input type="checkbox"/> as modified by me	Signature 	Date 	<input type="checkbox"/> Direct Endorsement Underwriter <input type="checkbox"/> Chief Architect <input type="checkbox"/> Deputy	ID Number 
--	--	---	---	--

IV. To Mortgagors: When signed below, refer to the statement on page 2 corresponding to the designation checked.

A. Noncompliance
 (a) Variations from exhibits.
 (b) Unacceptable construction.
 (c) Premature construction.

B. Compliance -- Incomplete Items. "Mortgagee's Assurance of Completion", HUD-92300, may be submitted.

for completion
\$ _____ not later than: _____

C. Final Acceptance. Closing papers may be submitted provided mortgage credit analysis is acceptable.

Signature	Date	<input type="checkbox"/> Direct Endorsement Underwriter <input type="checkbox"/> Director of Housing Development	<input type="checkbox"/> Deputy	ID Number
X				
For HUD Use Only for concurrence of Direct Endorsement Processing of this Compliance Inspection Report. If signed, this final report is considered submitted to HUD and the document will be sent to the Veterans Administration.		Signature of HUD Authorized Agent		Date

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 of 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.

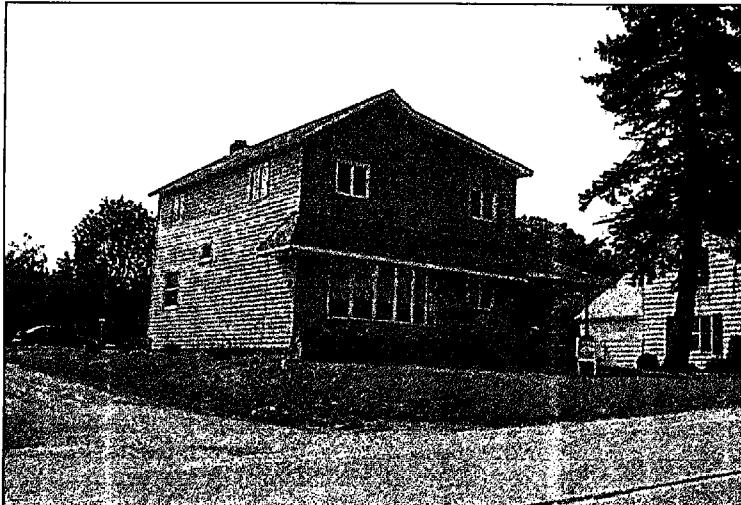
C. Final Acceptance

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.

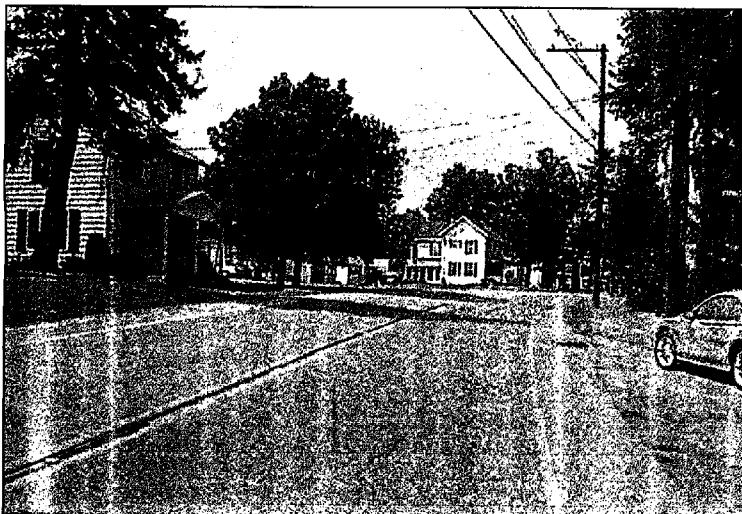
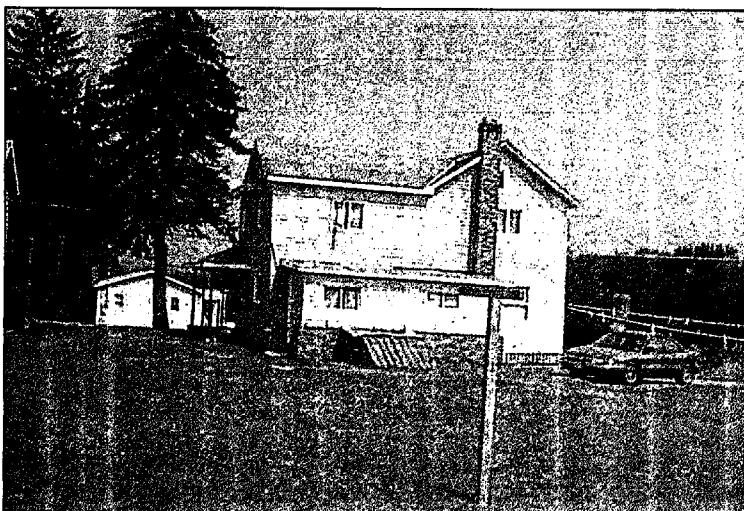
ADDITIONAL PHOTOGRAPH ADDENDUM

311/262-000
00060320

Borrower / Client	HAHN, KENNETH	Property Address	ROUTE 53	County	CLEARFIELD	State	PA	Zip Code	16821
City	ALLPORT								
Lender	CROSSLAND MORT CORP								



FINAL INSPECTION
7-13-2000



DEPOON 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. Lepish
(Complete names, seller and spouse)

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

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 # 19990.30.36. Tax parcel 124-088-4 91.

PERSONAL PROPERTY: Stove, 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 rates) \$

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 dower or right of dower, such conveyance to contain the usual covenants 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.

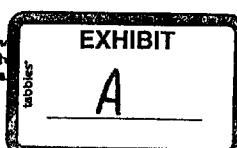
It is agreed and understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties.

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

Daniel E. Lepish 6-9-00
DATE
Nicole L. Lepish 6-9-00
DATE

* A Real Estate Recovery Fund exists to reimburse any person (final 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.*

Mountain Valley Blvd. 129 Market St., 2C 321 Pine St., Suite 103
980, PA 16801 Londonderry, PA 17022 Williamsport, PA 17701



Branch Office:

JOHN PETUCK
BROKER

118 E. Prospectsis Street

920 W. College St.



NEW HORIZONS
REAL ESTATE CO.

123 N. ALLEGHENY ST., BELLEFONTE, PA 16823

(814) 355-8500

Branch Offices:

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

112-A Woodward Ave.
Lock Haven, PA 17745
(570) 748-4510

26 S. 2nd Street
Clearfield, PA 16839
(814) 788-8588

129 Market St. 2C
Lawfersburg, PA 17837
(570) 524-2248

115 E. Prosquehia Street
Johnstown, PA 15906
(814) 542-4010

500 E. Pleasant Valley Blvd.
Altoona, PA 16601
(814) 942-4580

321 Pine St., Suite 203
Johnstown, PA 15901
(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. Cepriak
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 John D. Hahn
BUYER Lori A. Hahn

DATE 06/08/00

DATE 6-8-00

SELLER Donald E. Cepriak
SELLER 711100, 01 Nov 2000

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 THE 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 fixtures? 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 additions, structural changes or other alterations to the property? yes no
If "yes," please describe: Skate Board ramp 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) Ceiling fans Number 4
Location: 2 LR (2 upstair BR)

(x) Other: _____

Are any items in this section in need of repair or replacement? yes no
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 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 MINESUBSIDENCE 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
any part of it, located in a flood zone or wetlands?
____ yes no

Do you know of any past or present
flood or flooding problems affecting the
property? ____ yes no

Do you know of any encroachments,
boundary line disputes or easements?
____ yes no

TO BUYER: Most properties have
easements running across them for utility
purposes 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
other restrictions 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
easements (for example, driveways, bridges,
sewage walls, etc.) or maintenance agreements?
____ yes no

Do you know of any "yes" answers that you give in
the 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
problems that might impact upon the
property? ____ yes no

Do you know of any "yes" answers that you give in
the 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 INTER-
ESTS), 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 COOPERA-
TIVE. 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 *Deced. C. H. H. 5-29-01*
SELLER *Donald C. H. 5-29-01* DATE
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. H. 6-9-01* DATE
BUYER *Donald C. H. 6-9-01* DATE
BUYER _____ DATE

THIS DEED

made this 19th 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 GRANTEEES.

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 ($10^{\circ} 45'$) 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 ($10^{\circ} 45'$) East, sixty (60) feet to post, Condecho's land; thence South eighty-three degrees forty-five minutes ($83^{\circ} 45'$) East, sixty (60) feet to post, Condecho's land; thence South eighty-three degrees forty-five minutes ($83^{\circ} 45'$) 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. Cepish (SEAL)
Daniel E. Cepish

Nicole L. Cepish (SEAL)
Nicole L. Cepish

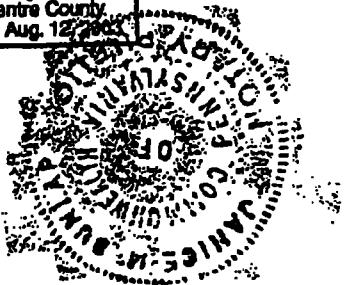
Commonwealth of Pennsylvania
County of Centre

On this, the 19th day of July, 2000, before me, the undersigned officer, personally appeared Daniel E. Cepish and Nicole L. Cepish, 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

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

RECORDED COUNTY IMPROVEMENT

FUND

• [View Details](#)

RECORDER \$1.00
IMPROVEMENT FUND

IMPROVEMENT FUND
STATE TRANSFER 1870-00

STATE TRANSFER TAX

STATE WRIT TAX \$0.50

MORRIS TOWNSHIP \$265.00

WEST BRANCH AREA \$265.00

SCHOOLS

TOTAL \$1,075.50

Spdace

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

NTS by WJW

THIS DEED,

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

BEING, at the corner of lands of Joseph Condecho;
thence along the Philipsburg Road, North ten degrees forty-
five minutes ($10^{\circ} 45'$) 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 ($10^{\circ} 45'$) East, sixty
(60) feet to post, Condecho's land; thence South eighty-
three degrees forty-five minutes ($83^{\circ} 45'$) East, two hundred
(200) feet to the place of beginning.

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

BEING, the same premises conveyed to Joseph J. Dobo and
Rose Isak, 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 1966", I/we, the undersigned grantee/grantee, 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. 235, 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. Dobby

For BORIS

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 16340

Joseph P. Dobby
Attorney for Grantee

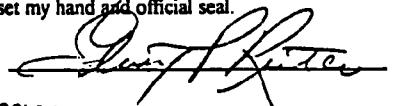
VOL 1699 PAGE 275

CC. DEPARTMENT OF REVENUE
COMMONWEALTH OF PENNSYLVANIA
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

AMOUNT \$ 335.00
PAID 8/25/95 KAREN L. STARCK
Date Agent

NOTARIAL SEAL
EDWARD P. REITER, Notary Public
Philipsburg, Centre Co., Pa.
My Commission expires April 2, 1998



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 CO. CTY
ENTERED OF RECORD 8/25/95
TIME 2:30 PM
BY Joyce Toland
FEES 13.50
Karen L. Starck, Recorder

WINIFRED H. JONES-WENGER, ESQUIRE

20 N. Second Street
P.O. Box 469
Philipsburg, PA 16866
(814) 342-4330

Entered of Record 8-25-1995 2:30 PM Karen L. Starck, Recorder

CLEARFIELD, PENN
P.O. BOX 16830
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BELLIN & KUBISTA

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: 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

AKB-4e-11-02

RECEIVED

03 03 2002

COURT ADMINISTRATORS
OFFICE

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 :

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.

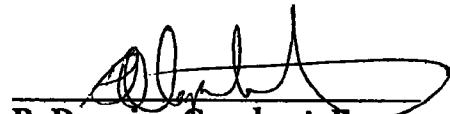
Names of Witness; Purpose of Their Testimony

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



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
<i>SC</i>	

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 ***
 SLES:203 CSHR:203
 [INP1] 1600-131 PAGE 1

ITEM & DESC.	QTY/ORDR	U.M.	DESCRIPTION	QTY. SHIP	UNIT PRICE	PER	NET AMT.
83662778	1	EACH	EES-52D 52 GAL. WATER HEATER 7YR	1	199.990	EACH	199.99

A. O. SMITH
 EES 52 917
 A6 U4500 L4500 220-240V
 MF00-0039163-S24

CUSTOMER IDENTIFICATION TAG

METHOD OF PAYMENT	RECEIVED IN GOOD CONDITION	PEN 6.00%	SUBTOTAL
CASH PAID: 250.00			199.99
CHANGE DUE: 3.01		SALES TAX 12.00	211.99

CUSTOMER SIGNATURE

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

PLEASE PAY
THIS AMOUNT

ANCE 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

12/01 V

CAROL A HAHN

9995459501
H & B ENTERPRISES
KYLERTOWN PA

SIGN HERE

Holder of the card identified on this form is authorized to pay the amount shown as TOTAL on 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.

Hardware		55.92
DATE	AUTHORIZATION	SUB TOTAL
8-15-00	045774	55.92
REG/DEPT.	CLERK	TAX
	TM	3.72
VISA MasterCard 5065064		TIP
		MISC.
		TOTAL 59.70

SALES SLIP
CUSTOMER COPY

+313 0247 9108 9547

A555A

12/01 V

CAROL A HAHN

9995459501
H & B ENTERPRISES
KYLERTOWN PA

SIGN HERE

Holder of the card identified on this form is authorized to pay the amount shown as TOTAL on 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.

Connector S		445	8.90
Nipple		1.99	
Clip		1.79	
faucet		54.72	
DATE	AUTHORIZATION	SUB TOTAL	
8-15-00	033164	67.63	
REG/DEPT.	CLERK	TAX	
	TM	4.06	
VISA MasterCard 5630227		TIP	
		MISC.	
		TOTAL 71.73	

SALES SLIP
MERCHANT COPY

+313 0247 9108 9547

A555A

12/01 V

CAROL A HAHN

9995459501
H & B ENTERPRISES
KYLERTOWN PA

SIGN HERE

Holder of the card identified on this form is authorized to pay the amount shown as TOTAL on 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.

Plumbing		7.49	
Plumbing		13.99	
Plumbing		7.29	
DATE	AUTHORIZATION	SUB TOTAL	
8-15-00	045750	27.25	
REG/DEPT.	CLERK	TAX	
	TM	1.64	
VISA MasterCard 5065069		TIP	
		MISC.	
		TOTAL 28.89	

SALES SLIP
CUSTOMER COPY

CUSTOMER: RETAIN THIS COPY FOR YOUR RECORDS

Exhibit 17



GRAMPIAN HARDWARE, INC.

TV & Appliances

Main Street P.O. Box 124

Main Street P.O. Box 22
GRAMPIAN PENNSYLVANIA 16838

(814) 235-2670 800-834-1615

11/8% fine charge after 30 days.

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

CUSTOMER'S ORDER NO.

PHONE

DATE

8-9-52

NAME

Karen Hobson

ADDRESS

8 PRODUCT 810T

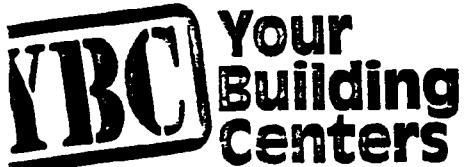
All claims and returned goods must be accompanied by this bill.

26077



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	570-285-4538
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

ITEM. NO.	QTY	ORDR#	UMS	DESCRIPTION	QTY.	SHIP	UNIT PRICE	PER	NET AMT.
360CLE6M	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	3	EACH	1/2" STRAIGHT VALVE		2		4.490	EACH	8.98
36408093	1	EACH	SMALL TUBING CUTTER		1		3.990	EACH	3.99
36407776	3	EA	UNCOPPER 3/4" MALE ADAPTER		2		3.990	EA	7.98
36427566	3	EA	3/4" CPVC GLOBE VALVE		3		2.390	EA	7.17
36427723	1	EA	1/2" CPVC GLOBE VALVE		1		2.190	EA	2.19
36427722	3	EA	1/2" CPVC GLOBE VALVE		3		2.190	EA	6.57
35782223	2	EACH	DO-IT BEST PAINTERS TAPE 2"		2		2.890	EACH	5.78
35786014	3	EACH	ONE COAT SMOOTH ROLLER		3		3.790	EACH	11.37
36406652	5	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

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



Your
Building
Centers

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	570-285-4538

SALESMAN	DEL. DATE
CHECK BY	DELIVER BY
SHARON H	



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	570-266-4538
LEWISTOWN	717-248-0121	WILLIAMSPORT	570-326-4151

SALESMAN	DEL. DATE
<i>SC</i>	

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.	ORD.	U.M.	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
41396446	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

VISA

221.87 AUTH: 45753

CUSTOMER SIGNATURE

PEN 6.00%	SUBTOTAL	209.31
	SALES TAX	12.56

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.
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 '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. CEPRISH, 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,

A handwritten signature in black ink that appears to read "David S. Meholick".

David S. Meholick
Court Administrator



**OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

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Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Kenneth J. Hahn and Lori A. Hahn

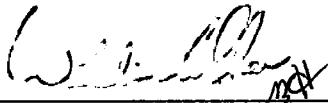
Vs.

00-1247-CD

Daniel E. Ceprish and Nicole L. Ceprish

Termination of Inactive Case

This case is hereby terminated with prejudice
this 17th day of January, 2006, as per Rule 230.2.



William A. Shaw
Prothonotary

FILED
JAN 17 2006
S
William A. Shaw
Prothonotary/Clerk of Courts