

00-1488-C
SCOTT A. COBLE -vs- BRENDA L. LAROCK

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

SCOTT A. COBLE,
PLAINTIFF

VS

BRENDA L. LaROCK,
DEFENDANT

DOCKET NO.

COMPLAINT FOR PARTITION

Law Office

DWIGHT L. KOERBER, JR.
ATTORNEY - AT - LAW
110 NORTH SECOND STREET
P. O. Box 1320
CLEARFIELD, PENNSYLVANIA 16830

47-217-3
3-511-1
William A. Shaw
Prothonotary
Nov 29 2000
P.O. 3

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SCOTT A. COBLE,
Plaintiff

Vs.

BRENDA L. LaROCK,
Defendant

*

*

* Docket No. 2000-1488-cp

* (In Equity)

*

Type of Pleading:
COMPLAINT FOR PARTITION

Filed on Behalf of:
PLAINTIFF: Scott A. Coble

Counsel of Record for
This Party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

P. O. Box 1320
110 North Second Street
Clearfield, PA 16830
(814) 765-9611

FILED

NOV 29 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SCOTT A. COBLE,
Plaintiff *
Vs. * Docket No.
BRENDA L. LaROCK,
Defendant * (In Equity)
* *

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 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 claims 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
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SCOTT A. COBLE,
Plaintiff

*

*

Vs.

* Docket No.

BRENDA L. LaROCK,
Defendant

* (In Equity)

*

COMPLAINT FOR PARTITION

COMES NOW, Plaintiff, SCOTT A. COBLE, by and through his attorney, Cynthia B. Stewart, Esquire, avers as follows:

1. Plaintiff, SCOTT A. COBLE, is an adult individual having an address of R. R. 1, Box 184, Clearfield, Pennsylvania 16830.

2. Defendant, BRENDA L. LaROCK, is an adult individual having an address of R. R. 1, Box 378, Clearfield, Pennsylvania 16830.

3. Plaintiff and Defendant are co-tenants with respect to real property (said property) identified as Map No. 123-J8-272-4 at the Clearfield County Mapping and Assessment Office. Said property is more fully described in the Deed dated June 15, 1999, from James C. Buchheit and Carolyn E. Buchheit,

recorded as Instrument No. 199909918 on June 16, 1999, in the Register and Recorder's Office of Clearfield County, and attached hereto as Appendix A.

4. Said property is located in Clearfield County.

5. Plaintiff and Defendant entered into a Mortgage covering said property, which was recorded on June 16, 1999, in the Register and Recorder's Office of Clearfield County as Instrument No. 199909919. Said Mortgage is attached hereto as Appendix B.

6. Defendant is currently in exclusive possession of said property.

7. Defendant has excluded Plaintiff from said property.

8. Plaintiff seeks to terminate the co-tenancy that currently exists concerning said property.

9. Plaintiff requests that the Court enter an order as pertinent to the said property as follows:

A. For the partition of said real property, according to the respective rights of the parties therein, with equal division and allocation of the lien of the balance of said Mortgage entered into by the parties.

B. If a partition of said real property cannot be had without material injury to the rights of the parties, that the property be sold and the proceeds applied as follows:

- (1) To the payment of the general costs of the action;
- (2) to the costs of reference, if any;
- (3) to satisfy and cancel of record the lien of said Mortgage by payment of the sum due or to become due thereon;
- (4) to the payment of reasonable attorneys' fees incurred for the common benefit of the parties in this action; and
- (5) to distribute the residue among the owners of the property according to their respective rights and interests therein.

10. The relief requested above is necessary in order to make the property useful and to recognize the respective rights of the parties.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against the Defendant granting Plaintiff's Complaint for Partition as requested herein and further relief as the Court may deem just and equitable.

Respectfully submitted:

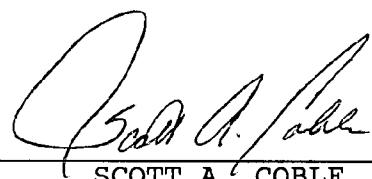
Cynthia B. Stewart
Cynthia B. Stewart, Esquire
Attorney for Plaintiff,
SCOTT A. COBLE

VERIFICATION

I verify the statements made in this document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsifications to authorities.

11-27-00

Date



SCOTT A. COBLE

APPENDIX A

Enclosed herewith as Appendix A is a copy of the June 15, 1999, Deed from James C. Buchheit and Carolyn E. Buchheit to Scott A. Coble and Brenda L. LaRock recorded as Instrument No. 199909918 in the Register and Recorder's Office of Clearfield County, Pennsylvania.

DEED

MADE the 15 day of June, 1999, by and between **JAMES C. BUCHHEIT** and **CAROLYN E. BUCHHEIT**, husband and wife, of R. R. #2, Box 103-D, Clearfield, PA 16830; Parties of the First Part, "GRANTORS"

AND

SCOTT A. COBLE, an individual and **BRENDA L. LaROCK**, an individual, both of R.D. #1, Box 174, Clearfield, PA 16830; as tenants in common, Parties of the Second Part, "GRANTEEES"

WITNESSETH: That in consideration of Fifty-eight Thousand and no/100 (\$58,000.00) Dollars, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, the following described premises:

ALL that certain lot of land situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stake at the southwest corner of Lot No. 4 in the plot of Hoad A. Fletcher, being a point fifty (50') feet westerly from Fletcher Street; thence by the line of Lot No. 4 in a northerly direction one hundred sixty (160') feet to the line of a sixteen (16) foot alley; thence in a westerly direction by such alley fifty (50') feet to Lot No. 2; thence in a southerly direction by line of Lot No. 2 one hundred sixty (160') feet to State Highway Route No. 17040; thence in an easterly direction by State Highway Route No. 17040 fifty (50') feet to a stake and the place of beginning.

BLAISE J. FERRARACCIO
ATTORNEY & COUNSELOR
AT LAW

BEING lot No. 3 in the plot laid out by Hoad A. Fletcher in Lawrence Township.

BEING the same premises George D. Harper and Barbara A. Harper, his wife, conveyed to James C. Buchheit and Carolyn E. Buchheit, his wife, by deed dated June 23, 1970 and recorded at the Clearfield County Courthouse in Deed Book 562, Page 118.

BEING identified at the Clearfield County Mapping and Assessment Office as Map #123-J8-272-4.

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

NOTICE

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

Witness:

Jennifer D. Luyer

Scott A. Cable

Brenda S. Lakat

This 16th day of JUNE 1999

BLAISE J. FERRARACCIO
ATTORNEY & COUNSELOR
AT LAW

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

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

Sealed and delivered in the presence of:

Blaise J. Ferraraccio James C. Buchheit (SEAL)
James C. Buchheit

Carolyn E. Buchheit (SEAL)
Carolyn E. Buchheit

CERTIFICATE OF RESIDENCE

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

R. D. #1, Box
Clearfield, Pa 16830

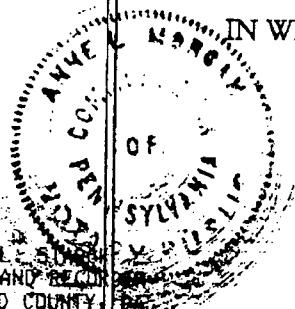
Carla J. Farias
Attorney or Agent for Grantees

BLAISE J. FERRARACCIO
ATTORNEY & COUNSELOR
AT LAW

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

On this, the 15th day of June, 1999, before me, a Notary Public, the undersigned officer, personally appeared James C. Buchheit and Carolyn E. Buchheit, 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 have hereunto set my hand and official seal.



Anne L. Morgan
NOTARY SEAL
ANNE L. MORGAN, Notary Public
Clearfield County, PA
My Commission Expires February 24, 2003

KAREN L. SUMMER
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199909918
RECORDED ON

Jun 16, 1999
10:06:38 AM

RECORDING FEES - \$1.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER \$1.00
IMPROVEMENT FUND
STATE TRANSFER \$580.00
TAX
STATE WRIT TAX \$0.50
LAWRENCE TOWNSHIP \$290.00
CLEARFIELD AREA \$290.00
SCHOOLS
TOTAL \$1,175.50

BLAISE J. FERRARACCIO

ATTORNEY & COUNSELOR
AT LAW

Abestate sed C. J. B.

APPENDIX B

Enclosed herewith as Appendix B is a copy of the Mortgage entered into by Scott A. Coble and Brenda L. LaRock, which was recorded in the Register and Recorder's Office of Clearfield County, Pennsylvania, on June 16, 1999, as Instrument No. 199909919.

KRUEGER, KAREN AND STEPHEN
CLEARFIELD COUNTY, PA
Pennsylvania

WHEN RECORDED MAIL TO

S & T BANK ATTENTION: LSC
PO BOX 190
INDIANA, PA 15701

Loan Number : 1000295228-00001

RECORDED NUMBER
199909919
RECORDED ON
Jun 15, 1999
10:08:39 AM

RECORDING FEES - \$19.00
RECORDED
COUNTY IMPROVEMENT FUND
RECORDED
IMPROVEMENT FUND
STATE WRIT TAX
TOTAL

\$1.00
\$1.00
\$0.50
\$21.50

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 16, 1999
The mortgagor is Scott A. Coble and Brenda L. Larock

("Borrower"). This Security Instrument is given to

S & T BANK
which is organized and existing under the laws of COMMONWEALTH OF PENNSYLVANIA, and whose address is
800 PHILADELPHIA STREET, INDIANA, PA 15701

("Lender"). Borrower owes Lender the principal sum of
Fifty-Five Thousand Five Hundred Seventy-Five Dollars And 00/100
Dollars (U.S. \$ 55,575.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
July 1, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the
performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose,
Borrower does hereby mortgage, grant and convey to Lender the following described property located in
Lawrence Township, Clearfield County, Pennsylvania:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of RD# 1 Box 378
[Street]

Clearfield
[City]

Pennsylvania 16830 ("Property Address");
[Zip Code]

PENNSYLVANIA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Eastern Software
ITEM 1950 (9211)
Foundation

Form 3039 9/90 (page 1 of 6 pages)

EXHIBIT A

All that certain lot of land situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at a stake at the southwest corner of Lot No. 4 in the plot of Hoad A. Fletcher, being a point fifty (50') feet westerly from Fletcher Street;

Thence, by the line of Lot No. 4 in a northerly direction one hundred sixty (160') feet to the line of a sixteen (16) foot alley;

Thence in a westerly direction by such alley fifty (50') feet to Lot No. 2;

Thence in a southerly direction by line of Lot No. 2 one hundred sixty (160') feet to State Highway Route No. 17040;

Thence in an easterly direction by State Highway Route No. 17040 fifty (50') feet to a stake and the place of beginning.

Being Lot No. 3 in the plot laid out by Hoad A. Fletcher in Lawrence Township.

Being the same premises which became vested in James C. Buchheit and Carolyn E. Buchheit, husband and wife, by deed of George D. Harper and Barbara A. Harper, husband and wife, dated June 23, 1970 and recorded June 23, 1970 in deed and record book 562 page 118.

IDENTIFIED AS TAX PARCEL NO. 123-J8-272-4

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender

requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT -- Uniform Covenants 9/90 (page 3 of 6 pages)

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may

Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT – Uniform Covenants 9/90 (page 4 of 6 pages)

specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Jennifer Lawyer

Scott A. Coble (Seal)
Scott A. Coble Borrower

Brenda L. Larock (Seal)
Brenda L. Larock Borrower

(Seal)
Borrower

(Seal)
Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield

County ss:

On this, the 16th day of June 1999, before me,
the undersigned officer, personally appeared Scott A. Coble and
Brenda L. Larock

to be the personS whose nameS are
that they

executed the same for the purpose therein contained.

known to me (or satisfactorily proven)
subscribed to the within instrument and acknowledged
CARELLIAS, Notary Public
Dubois, Clearfield County
My Commission Expires March 31, 2003

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

My Commission expires:

Carl A. Lawyer
Notary
Title of Officer

CERTIFICATE OF RESIDENCE I,

do hereby certify that the correct address of the within named lender is
800 PHILADELPHIA STREET, INDIANA, PA 15701

Witness my hand this 16th day of June , 1999

Agent of Lender

Form 3039 9/90 (page 6 of 6 pages)

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10445

COBLE, SCOTT A.

00-1488-CD

VS.

LAROCK, BRENDA L.

COMPLAINT IN PARTITION (IN EQUITY)

SHERIFF RETURNS

NOW DECEMBER 5, 2000 AT 9:32 AM EST SERVED THE WITHIN COMPLAINT FOR PARTITION (IN EQUITY) ON BRENDA L. LAROCK, DEFENDANT AT RESIDENCE, RR# 1, BOX 378, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRENDA L. LAROCK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT FOR PARTITION (IN EQUITY) AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MORGILLO/RYEN

FILED

07309 21
DEC 15 2000

W.A. Shaw
William A. Shaw
Prothonotary

Return Costs

Cost Description

19.33 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

15 Day Of Dec 2000

William A. Shaw

So Answers,

*Chester A. Hawkins
by Marilyn Hays*
Chester A. Hawkins
Sheriff

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION
No. 2000 - 1488 - CD

SCOTT A. COBIE, PLAINTIFF
vs.

BRENDA L. LAROCK, DEFENDANT

ANSWER AND NEW MATTER

NOTICE TO PLAINTIFF:

YOU are hereby notified
that you are required to file
an Answer to the within New
Matter within twenty (20) days
after service upon you or
judgment may be entered against
you.

John R. Ryan
JOHN R. RYAN, ESQUIRE
ATTORNEY FOR DEFENDANT

FILED *3 CC A4y*
1/10/08 2001 *ESQ*
JAN 08 2001 *ESQ*
William A. Shaw
Prothonotary

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SCOTT A. COBLE

CIVIL DIVISION

Plaintiff

No. 2000 - 1488 - CD

vs.

ANSWER AND NEW MATTER

BRENDA L. LaROCK,

Filed on behalf of:

Defendant

Defendant, BRENDA L. LaROCK

Counsel of Record for
Said Party:

JOHN R. RYAN, ESQUIRE
PA I.D. 38739

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

JAN 08 2001

William A. Shaw
Prothonotary

By way of further response, the Defendant believes and therefore avers that there is little, if any, equity in the property and that in the event partition is made, whether by private sale between the parties or by public sale, there would be no funds available for distribution to the Plaintiff after the proper credits are applied.

10. Admitted.

WHEREFORE, Defendant requests that the Court issue an Order that partition be made in the form of a private sale between the parties with the parties being directed to supply the court with documentation as to credits which should be applied.

NEW MATTER

Paragraphs 1 through 10 are included herein as if set forth at length.

11. The parties purchased the property as tenants in common for the sum of Fifty-eight Thousand (\$58,000) Dollars which is believed and therefore averred to represent the fair market value as of the time of the filing of this action.

12. The amount due on the mortgage to S & T Bank as of January 1, 2001 is Fifty-five Thousand One Hundred Fifty Dollars and Eighty-seven Cents (\$55,150.87), together with interest at the rate of Eleven Dollars and Seven Cents (\$11.07) per diem.

13. In light of the above, there is approximately Three Thousand (\$3,000) Dollars in equity.

14. The Defendant has made each and every mortgage payment since November of 1999 in the amount of Four Hundred Ninety-five (\$495.00) Dollars per month, which includes payment into an escrow account for the real estate taxes and homeowner's insurance.

15. The Plaintiff lived in the subject property for approximately eight (8) months and made four or five mortgage payments. The Plaintiff often failed to make the mortgage payments in a timely fashion which resulted in the parties incurring late charges.

16. The Plaintiff has a history of violent, abusive and destructive behavior and had prior to leaving the premises committed various acts of destruction, all of which have had a detrimental effect on the value of the property.

17. Since the Plaintiff left the premises, the Defendant was attempting to refinance the mortgage in order to obtain full title to the property and sole responsibility for the mortgage. However,

when Defendant was in the process of doing this, Plaintiff deliberately damaged the vehicle owned by the Defendant, causing it to be a total loss and causing the Defendant to have to purchase another vehicle. In light of this unanticipated expense, which was the sole result of the deliberate and destruction actions of the Plaintiff, Defendant was unable to refinance.

18. It is believed and therefore averred that after assessing Defendant with the credits which she is entitled, there would be little, if any, monies owed to the Plaintiff on a private sale or a public sale of the property.

19. Defendant pleads as an affirmative offense that the Plaintiff comes to this action with unclean hands in light of the factual allegations set forth herein above.

20. Defendant believes and therefore avers that equity requires the Court to direct that a private sale be held between the parties, a part of which would require the court to determine the various credits that Defendant is entitled to, and ultimately would request that the court direct the Plaintiff to execute a deed to the Defendant for his interest in the premises. Should that occur, the Defendant would be willing to indemnify and hold Plaintiff harmless as to his obligation on the aforementioned mortgage.

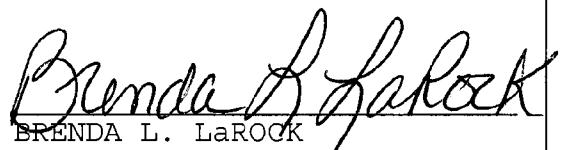
LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA



JOHN R. RYAN, ESQUIRE
Attorney for Brenda L. LaRock

VERIFICATION

I verify that the statements made in this Answer and New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.



BRENDA L. LaROCK

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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Protthonopoly
William A. Shew
1/23/01
JAN 26 2001

FILED

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

SCOTT A. COBLE,
PLAINTIFF

VS.

BREDDNA L. LaROCK,
DEFENDANT

DOCKET NO. 2000-1488-CD

REPLY TO NEW MATTER

Law Office

DWIGHT L. KOERBER, JR.
ATTORNEY - AT - LAW
110 NORTH SECOND STREET
P. O. Box 1320
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SCOTT A. COBLE,
Plaintiff

Vs.

BRENDA L. LaROCK,
Defendant

*

*

* Docket No. 2000-1488-CD

*

*

Type of Pleading:
REPLY TO NEW MATTER

Filed on Behalf of:
PLAINTIFF: Scott A. Coble

Counsel of Record for
This Party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

P. O. Box 1320
110 North Second Street
Clearfield, PA 16830
(814) 765-9611

FILED

JAN 26 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SCOTT A. COBLE,
Plaintiff

*

*

Vs.

* Docket No. 2000-1488-CD

BRENDA L. LaROCK,
Defendant

*

*

REPLY TO NEW MATTER

COMES NOW, Plaintiff, SCOTT A. COBLE, by and through his attorney, Cynthia B. Stewart, Esquire, and files his Reply to New Matter of the Defendant as follows:

11. It is admitted that the purchase price of the property was Fifty-Eight Thousand (\$58,000.00) Dollars. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the precise market value as of November 29, 2000. Therefore, said allegation is denied and strict proof is demanded.

12. Admitted with the understanding that Plaintiff reserves the right to insist upon correct information if this data should at some time prove to be inaccurate.

13. Denied. To the contrary, the parties have no way of knowing at this point the amount of equity involved, as the fair market value of the property has not been determined.

14. Denied. Defendant started making the payments in February of 2000. By way of further answer, the Defendant has incurred late charges concerning some of the payments, specifically the October payment. Moreover, Plaintiff would point out that Defendant has had the exclusive enjoyment of the property as well.

15. It is admitted that the Plaintiff lived on the subject property for approximately 8 months; however, it is denied that he made 4 or 5 mortgage payments in an untimely manner. Plaintiff made approximately 6 mortgage payments, only one of which was late. Plaintiff also provided the funds for the down payment on the home.

16. Denied. Plaintiff has done nothing to negatively impact the value of the premises. The inflammatory allegations concerning the Plaintiff's past behavior are denied. Strict proof is demanded.

17. Denied. Defendant has been given numerous opportunities to refinance the mortgage and has failed to do so. Plaintiff gave the Defendant the option to refinance as early as August 15, 2000. The automobile accident referred to in Defendant's paragraph 17 is irrelevant to this action because it occurred on October 15, 2000, and Plaintiff's insurance company thereafter issued a check to the Plaintiff in the amount of approximately \$1,200.00, which was the established value of her vehicle. Moreover, the allegations concerning the vehicle are totally incorrect.

18. Denied. Legal conclusion. It is denied that Defendant has properly accounted for all of the credits and debits that should be extended in this matter.

19. Denied. The allegations which have been raised, which are incorrectly stated and are vigorously denied by Plaintiff, do not relate to the requested relief herein. Plaintiff maintains that he is entitled to the equitable relief that he is asking the Court to now award.

20. Denied. The statements in paragraph 20 of the Complaint are conclusions of law to which no response is required. The matter of agreeing to indemnify Plaintiff is wholly inadequate as a matter of law, as Defendant continues to unreasonably expose Plaintiff to a risk of financial harm because of the existing debt that is owed.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against the Defendant granting Plaintiff's Complaint for Partition as requested and further relief as the Court may deem just and equitable.

Respectfully submitted,

Cynthia B. Stewart
Cynthia B. Stewart, Esquire
Attorney for Plaintiff,
SCOTT A. COBLE

VERIFICATION

I verify the statements made in this document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsifications to authorities.

1-26-01

Date



SCOTT A. COBLE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

SCOTT A. COBLE, *
Plaintiff *
Vs. * Docket No. 2000-1488-CD
BRENDA L. LaROCK, *
Defendant *
*

CERTIFICATE OF SERVICE

This is to certify that on the 26th day of January, 2001, the undersigned served via U.S. First Class Mail a true and correct copy of the foregoing **Reply to New Matter** in the above-captioned matter upon the following:

John R. Ryan, Esquire
COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

Cynthia B. Stewart

Cynthia B. Stewart, Esquire
Attorney for Plaintiff:
SCOTT A. COBLE

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
DOCKET NO. 2000-1488-CD

SCOTT A. COBLE,
Plaintiff

v.

BRENDA LAROCK,
Defendant

PETITION FOR LEAVE TO WITHDRAW
AS COUNSEL

2cc
01/31/2001
Att. Stewart
EPA

LAW OFFICE

DWIGHT KOERBER, JR.
ATTORNEY-AT-LAW
110 NORTH SECOND STREET
P. O. BOX 1320
CLEARFIELD, PENNSYLVANIA 16830

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

*

SCOTT A. COBLE,
Plaintiff

*

v.

* Docket No. 2000-1488-CD

BRENDA L. LaROCK,
Defendant

*

*

Type of Pleading:
PETITION FOR LEAVE TO
WITHDRAW AS LEGAL COUNSEL

Filed on Behalf of:
Cynthia B. Stewart, Esquire
PA I.D. No. 82380

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

110 North Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

JAN 08 2004

William A. Shaw
Prothonotary Clerk of Courts

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

SCOTT A. COBLE,
Plaintiff

* Docket No. 2000-1488-CD

BRENDA L. LaROCK,
Defendant

PETITION FOR LEAVE TO WITHDRAW AS LEGAL COUNSEL

NOW COMES, Cynthia B. Stewart, Esquire of the Law Offices of Dwight L. Koerber, Jr., Counsel for Plaintiff above-named and petitions your Honorable Court as follows:

(1.) Petitioner was retained by Scott A. Coble to represent him in a Partition Action.

(2.) Petitioner represented Scott A. Coble in said Partition Action.

(3.) Despite repeated efforts to contact Scott A. Coble

concerning the above-referenced matter, Petitioner has been unable to talk with him concerning his case. Scott A. Coble has refused to communicate with this office concerning this matter.

(4.) The Petitioner has not had any communications with Scott A. Coble concerning his case since approximately July, 2002.

(5.) Petitioner is unable to continue to represent Scott A. Coble when there is no communication concerning his case.

(6.) Petitioner respectfully requests Leave to Withdraw as Counsel in the above-referenced matter.

WHEREFORE, Petitioner respectfully requests Leave to Withdraw as Counsel individually and with respect to the Law Office of Dwight L. Koerber, Jr., concerning Scott A. Coble in the above-referenced matter.

Respectfully submitted,

Cynthia B. Stewart

Cynthia B. Stewart, Esquire
Attorney for Plaintiff: Scott A. Coble

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

*

SCOTT A. COBLE,
Plaintiff

*

v.

*

Docket No. 2000-1488-CD

BRENDA L. LaROCK,
Defendant

*

*

CERTIFICATE OF SERVICE

I certify that on the 8th day of January, 2004, the undersigned served a true and correct copy of the foregoing Petition for Leave to Withdraw as Legal Counsel upon Scott A. Coble. Such documents were served via United States First Class Mail upon the following:

Mr. Scott A. Coble
R. R. 1, Box 174
Clearfield, PA 16830

Cynthia B. Stewart

Cynthia B. Stewart, Esquire
Attorney for Plaintiff: Scott A. Coble

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

SCOTT A. COBLE,
Plaintiff

*

*

*

vs.

*

No. 2000-1488-C.D.

*

*

BRENDA L. LaROCK,
Defendant

*

*

O R D E R

NOW, this 13th day of January, 2004, in consideration of Attorney Cynthia B. Stewart's Petition For Leave To Withdraw As Legal Counsel for Plaintiff and the Court noting that Attorney Stewart is presently employed by Clearfield County Government, it is the ORDER of this Court that said Petition be and is hereby granted.

By the Court,



FREDRIC J. AMMERMAN

PRESIDENT JUDGE

FILED

JAN 14 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

01/22/04 Jcc Atty Stewart
JAN 14 2004 Jcc Atty Ryan

William A. Shaw
Prothonotary/Clerk of Courts

ES