

01-1214-CD
CAROL M. ANDRASKO -vs- MARK A. DINANT

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

CAROL M. ANDRASKO,
Plaintiff

vs.

MARK A. DINANT,
Defendant

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:
:
:
:

No. 01-1214-CO

**COMPLAINT IN EQUITY -
PARTITION**

Filed on behalf of

Plaintiff

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

JUN 28 2001

William A. Shaw
Prothonotary

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

| | | |
|--------------------|---|-----|
| CAROL M. ANDRASKO, | : | |
| Plaintiff | : | |
| | : | |
| vs. | : | No. |
| | : | |
| MARK A. DINANT, | : | |
| Defendant | : | |

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 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
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

CAROL M. ANDRASKO,
Plaintiff

vs.

MARK A. DINANT,
Defendant

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:
:

No.

COMPLAINT IN EQUITY – PARTITION

NOW COMES the Plaintiff, CAROL M. ANDRASKO, by and through her attorneys, Belin & Kubista and sets forth the following Complaint in Equity and in support thereof would aver as follows:

1. The Plaintiff, Carol M. Andrasko, an adult individual currently residing at 300 North Front Street, Philipsburg, Clearfield County, Pennsylvania.
2. That Defendant is Mark A. Dinant, an adult individual currently residing at P.O. Box, Hawk Run, Clearfield County, Pennsylvania.
3. That the parties acquired title to the property by deed dated March 22, 1999, recorded in the Office of the Register and Recorder of Clearfield County to Instrument #199904382, which property is more particularly described as follows:

ALL those certain lots or pieces of ground situate in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows:

PARCEL I:

BEGINNING at an iron pipe on the West right-of-way line of Township Road #694, the right-of-way line is sixteen and five tenths (16.5) feet from the center line of the road; thence along the West right-of-way line of said Township Road and the Old Trolley Grade South no (0N) degrees five (5') minutes East one hundred fifty-three and five tenths (153.5) feet to a railroad spike on the North side of a thirty-three (33.0) foot right-of-way reserved by the

Maxton Coal Company; thence along said right-of-way line South eighty-four (84N) degrees twelve (12') minutes West one hundred seventy-five and zero tenths (175.0) feet to an iron pipe and also the corner of Grantor's property; thence along Grantor's property North no (0N) degrees one (1') minute West one hundred eighty-six and three tenths (186.3) feet to an iron pipe and also the corner of Grantor's property located on the line of lands of R.M. Hess; thence along lands of R.M. Hess South eighty-five (85°) degrees five (05') minutes East one hundred seventy-five (175.0) feet to an iron pipe on the right-of-way line of Township Road #694 and the place of beginning. Containing 0.74 acres.

SUBJECT HOWEVER to all exceptions and reservations as contained in the chain of title.

BEING the same premises conveyed to the Grantors herein by Deed dated November 5, 1980, recorded in Clearfield County Deed Book Volume 804, Page 402.

PARCEL II:

THE FIRST THERREOF: BEGINNING at a stake corner of the Henry Petrunyak lot, said lot corner being at the intersection of the West right-of-way lines of State Highway Legislative Route 17079, and Township Route T-694, said right-of-way lines being 16.5 feet from the centerlines thereof; thence by the line of said Petrunyak lot, North eighty-five (85N) degrees six (6') minutes West one hundred fifty-one and one-tenth (151.1) feet to a stake corner on the West right-of-way line of an abandoned railroad grade; thence by said western right-of-way line North zero (0N) degrees two (2') minutes West ninety-three (93.0) feet to a stake corner of the John Demko lot; thence crossing to the eastern right-of-way line of said railroad grade, South eighty-five (85N) degrees six (6') minutes East thirty-three (33.0) feet to a stake corner; thence by said East right-of-way line North zero (0N) degrees two (2') minutes West one hundred sixty-five and seven-tenths (165.7) feet to a stake corner at the intersection of this right-of-way line and the West right-of-way line of the above mentioned Township Route T-694; thence by said right-of-way line South twenty-two (22N) degrees zero (0') minutes East two hundred forty-four and five-tenths (244.5) feet to a stake corner; thence still

by said right-of-way line South thirty (30°) degrees fifty-six (56') minutes East forty-nine (49.0) feet to a stake corner and the place of beginning. Containing 0.39 acres.

THE SECOND THEREOF: BEGINNING at an iron pin corner on the East right-of-way line of Township Route T-694 leading from State Highway Legislative Route 17079, to Legislative Route 17061, said right-of-way line being sixteen and five-tenths (16.5) feet from the centerline thereof, said iron pin also being on the line of lands of the R. Hess lands, and South eighty-five (85N) degrees five (5') minutes East thirty-three (33.0) feet from an iron pin being the Northeast corner of a parcel previously conveyed by the Grantors of this Deed, Maxton Coal Company, to the Grantees of this deed, Edward and Carol Andrasko; thence by said Hess lands, South eighty-five (85N) degrees five (5') minutes East one hundred twenty-seven and three-tenths (127.3) feet to a stake corner on the West right-of-way line of said State Highway L.R. 17061, said stake corner being located North eighty-five (85N) degrees five (5') minutes West sixty-six and seven-tenths (66.7) feet from a cut stone corner of this tract and the Hess lands; thence by the West right-of-way line of said L.R. 17061 South six (6N) degrees fifty (50') minutes West fifty (50.0) feet to a stake corner; thence still by said right-of-way line South six (6N) degrees fifty (50') minutes East seventy-six and two-tenths (76.2) feet to a stake corner on the right-of-way line of said State Highway L.R. 17079; thence by said L.R. 17079, South four (4N) degrees zero (0') minutes West one hundred seventy-two and six-tenths (172.6) feet to a stake corner at the intersection of this right-of-way line and the East right-of-way line of said Township Route T-694; thence by the East right-of-way line of said Township Route T-694, North twenty-two (22N) degrees zero (0') minutes West two hundred eighty and three-tenths (280.3) feet to a stake corner; thence still by said T-694, North fourteen (14N) degrees twenty-five (25') minutes West fifty (50.0) feet to the place of beginning. Containing 0.45 acres.

EXCEPTING AND RESERVING unto the Grantor herein all of the coal, fire clay, oil and gas, and other minerals, in, under or upon the above described property.

BEING the same premises conveyed to the Grantors herein by Deed dated April 30, 1986, recorded in Clearfield County Deed Book Volume 1680, Page 542.

PARCEL III:

THE FIRST THEREOF: BEGINNING at a stake corner on the West right-of-way line of Township Route T-694 leading from State Highway, Legislative Route 17079 to Legislative Route 17061, said right-of-way line being sixteen and five tenths (16.5) feet from the centerline thereof. Said Stake Corner is located on the line of lands of R. M. Hess and is North eighty-five (85N) degrees five (5') minutes West two hundred twenty-eight and one tenth (228.1) feet from a cut stone corner of said lands; thence along the West right-of-way line of said Township Route T-694, and the right-of-way line of the Old Trolley Grade, now being access to the John Demko lot, South no (0N) degrees five (5') minutes East one hundred fifty-three and five tenths (153.5) feet to an iron pipe corner on the North side of a thirty-three (33.0) foot right-of-way reserved by the Grantors of this Deed, The Maxton Coal Company, for access to the remaining portion of this tract of land; thence along said right-of-way line South eighty-four (84N) degrees twelve (12') minutes West five hundred twenty-five (525.0) feet to a steel pin corner; thence along the lands of the Grantors, North no (0°) degrees five (5') minutes West two hundred fifty-three (253.0) feet to a steel pin corner on the line of lands of said R. M. Hess; thence along said Hess lands, South eighty-five (85N) degrees five (5') minutes East five hundred twenty-five (525.0) feet to a stake corner and place of beginning. Containing 2.44 acres.

THE SECOND THEREOF: Lot formerly assessed in the name of Elizabeth Flynn and Mrs. Winifred Forgash known by Clearfield County Tax Map No. 124-Q11-561-62.

BEING the same premises conveyed to the Grantors herein by Deed dated May 8, 1986, recorded to Clearfield County Deed Book Volume 1083, Page 214.

4. That the parties hold title to the premises as joint tenants with right of survivorship and no other person, to the best of Plaintiff's knowledge, has any interest in the proeprty.

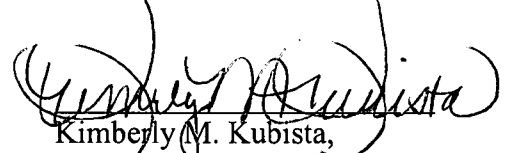
5. That the property is presently in the possession of the Defendant.

6. That no partition or division of the above-described property has ever been made.

WHEREFORE, Plaintiff demands that:

- a) the Court decree partition of the real estate;
- b) such other and further relief be granted as the Court deems just and proper.

BELIN & KUBISTA


Kimberly M. Kubista,
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

:

SS

COUNTY OF CLEARFIELD

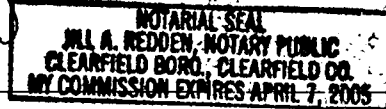
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Before me, the undersigned Officer, personally appeared CAROL M. ANDRASKO, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint in Equity are true and correct to the best of her knowledge, information and belief.

Carol M Andrasko
CAROL M. ANDRASKO

SWORN and SUBSCRIBED before me this 24 day of July, 2001.

Will A. Redden



FILED
JUL 26 2001
Cl 110213 cc cth kuba
William A. Shaw cth kuba
Prothonotary pd 8/2/06

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11311

ANDRASKO, CAROL M.

01-1214-CD

VS.

DINANT, MARK A.

COMPLAINT IN EQUITY-PARTITION

SHERIFF RETURNS

NOW AUGUST 8, 2001 AT 1:12 PM DST SERVED THE WITHIN COMPLAINT IN EQUITY-PARTITION ON MARK A. DINANT, DEFENDANT AT SHERIFF'S OFFICE, COURTHOUSE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK A. DINANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EQUITY-PARTITION AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SHULTZ

Return Costs

Cost Description

66.14 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

FILED

AUG 20 2001

01:10:44 am

William A. Shaw

Prothonotary

E/S

Sworn to Before Me This

20th Day of August 2001

William A. Shaw

WILLIAM A. SHAW

Prothonotary

My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

So Answers,

Chester A. Hawkins
My Mandy Harris

Chester A. Hawkins

Sheriff

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

CAROL M. ANDRASKO,
Plaintiff

VS.

MARK A. DINANT,
Defendant

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:
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No. 01-1214-CD

Type of Pleading:
ANSWER AND COUNTERCLAIM

Filed on behalf of:
DEFENDANT:
MARK A. DINANT

Counsel of record for this
party:

Warren B. Mikesell, II
PA I.D. No. 63717

115 East Locust Street
Clearfield, PA 16830
(814) 765-6605

FILED

APR 29 2001

W. B. Mikesell, II
Attorney

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

CAROL M. ANDRASKO,
Plaintiff

VS.

MARK A. DINANT,
Defendant

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: No. 01-972-CD
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:
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ANSWER TO COMPLAINT
AND COUNTERCLAIM

NOW COMES the Defendant, MARK A. DINANT, by and through his attorney, Warren B. Mikesell, II, and sets forth the following Answer to Complaint in Equity-Partition, and in support thereof would aver as follows:

1. Paragraph one is admitted.
2. Paragraph two is admitted.
3. Paragraph three is admitted.
4. Paragraph four is admitted.
5. Paragraph five is admitted.
6. Paragraph six is admitted.

WHEREFORE, it is requested that this Honorable Court schedule this matter for trial as appropriate and further order relief as hereinafter requested.

MIKESELL & MIKESELL


Warren B. Mikesell, II, Esquire
Attorney for Defendant

COUNTERCLAIM

NOW COMES the Defendant, MARK A. DINANT, by and through his attorney, Warren B. Mikesell, II, Esquire, and sets forth the following Counterclaim, and in support thereof would aver as follows:

7. Paragraph one through six of Defendant's Answer to Complaint in Custody are incorporated herein by reference and made a part hereof as though set forth in full.

8. That the aforementioned parcels of land situate in Morris Township, Clearfield County, Pennsylvania, are currently subject to a Mortgage held by County National Bank of Clearfield, Pennsylvania. Said Mortgage instrument is recorded in the Office of the Recorder of Deeds at Instrument Number 199907254. A copy of said Mortgage is attached hereto as Exhibit "A".

9. That Attorney Kimberly Kubista, Esquire, represented both the Plaintiff and the Defendant in the matter of the Mortgage.

10. That all payments towards the aforesaid Mortgage made to the County National Bank of Clearfield have been made by the Defendant, Mark A. Dinant.

11. That the monthly payments include escrowed real estate taxes and insurance.

12. That all necessary repairs and maintenance of the real estate in question have been made by the Defendant, Mark A. Dinant.

13. That the Defendant, Mark A. Dinant, was asked by the Plaintiff, Carol M. Andrasko, to assist her in obtaining a loan in order to buy-out her husband's interest in the real estate in the matter of their divorce.

14. That the Defendant, Mark A. Dinant, did agree to assist his grandmother, the Plaintiff herein, in obtaining a loan under the condition that his name be placed on the Deed for the real estate and he would obtain full title to the same upon her death.

15. That the Defendant and his wife did move into the residence and assist and care for the Plaintiff as well as provide the necessary maintenance and upkeep of the real estate in question.

16. That the Plaintiff, with the assistance of her brother, did unilaterally move out of the residence and did remove all or her personal belongings and fixtures, including items belonging to the Defendant.

17. That the removal of items from the residence was done when the Defendant and his wife were working and without advanced knowledge.

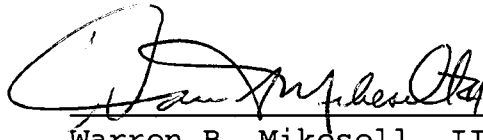
18. That the Defendant did not receive the benefit of his bargain with the Plaintiff.

WHEREFORE, the Defendant respectfully requests that this Honorable Court:

1. Require the Plaintiff to reimburse him for one-half (½) of all mortgage payments, real estate taxes, insurance and maintenance expenses.

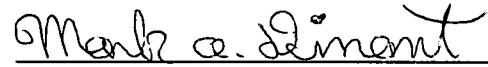
2. Such other and further relief be granted as the Court deems just and proper.

MIKESELL & Mikesell

A handwritten signature in dark ink, appearing to read "Warren B. Mikesell, II", is written over a horizontal line.

Warren B. Mikesell, II, Esquire
Attorney for Defendant

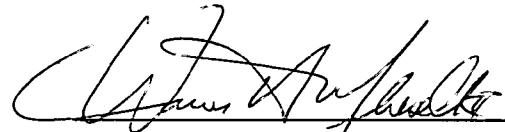
I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 PaC.S. § 4904, relating to unsworn falsification to authorities.



MARK A. DINANT

Defendant

Date: 8-24-01

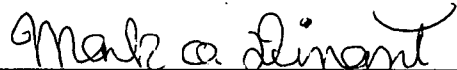


Warren B. Mikesell II, Esquire
Attorney for Defendant

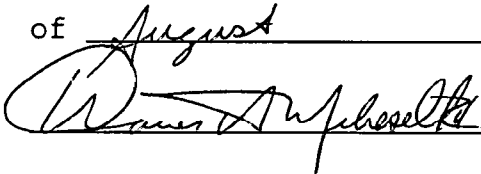
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

A F F I D A V I T

Before me, the undersigned officer, personally appeared, MARK A. DINANT, who being duly sworn according to law deposes and says that the facts set forth in the foregoing **COMPLAINT IN EQUITY-PARTITION AND COUNTERCLAIM** are true and correct to the best of his knowledge, information, and belief.


MARK A. DINANT

Sworn to and subscribed
before me this 24th day
of August, 2001.



Notarial Seal
Warren B. Mikesell II, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires June 14, 2004
Member, Pennsylvania Association of Notaries

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
PENNsylvania

INSTRUMENT NUMBER
199907254
RECORDED ON
May 07, 1999
10:37:27 AM

RECORDING FEES - \$19.00
RECORDED
COUNTY IMPROVEMENT FUND \$1.00
RECORDED
IMPROVEMENT FUND \$1.00
STATE UNIT TAX \$0.50
TOTAL \$21.50

John - [unclear]

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 3, 1999. The mortgagor is Carol M. Andrasko and Mark A. Dinant ("Borrower"). This Security Instrument is given to COUNTY NATIONAL BANK, Clearfield, Pennsylvania, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is Corner of Second and Market Streets, P.O. Box 42, Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal sum of Thirty-seven Thousand and 00/100 Dollars (U.S. \$37,000.00). 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 May 7, 2019. 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 Clearfield County, Pennsylvania:

See Exhibit "A" attached hereto and made a part hereof.

which has the address of P.O. Box 12 Hawk Run, Pennsylvania 16840 ("Property Address");
(Street) (City)
(Zip Code)

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 mortgage, 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

Exhibit "A"

ALL those certain lots or pieces of ground situate in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows:

PARCEL I:

BEGINNING at an iron pipe on the West right-of-way line of Township Road #694, the right-of-way line is sixteen and five tenths (16.5) feet from the center line of the road; thence along the West right-of-way line of said Township Road and the Old Trolley Grade South no (0°) degrees five (5') minutes East one hundred fifty-three and five tenths (153.5) feet to a railroad spike on the North side of a thirty-three (33.0) foot right-of-way reserved by the Maxton Coal Company; thence along said right-of-way line South eighty-four (84°) degrees twelve (12') minutes West one hundred seventy-five and zero tenths (175.0) feet to an iron pipe and also the corner of Grantor's property; thence along Grantor's property North no (0°) degrees one (1') minute West one hundred eighty-six and three tenths (186.3) feet to an iron pipe and also the corner of Grantor's property located on the line of lands of R.M. Hess; thence along lands of R.M. Hess South eighty-five (85°) degrees five (05') minutes East one hundred seventy-five (175.0) feet to an iron pipe on the right-of-way line of Township Road #694 and the place of beginning. Containing 0.74 acres.

SUBJECT HOWEVER to all exceptions and reservations as contained in the chain of title.

PARCEL II:

THE FIRST THEREOF: BEGINNING at a stake corner of the Henry Petrunyak lot, said lot corner being at the intersection of the West right-of-way lines of State Highway Legislative Route 17079, and Township Route T-694, said right-of-way lines being 16.5 feet from the centerlines thereof; thence by the line of said Petrunyak lot, North eighty-five (85°) degrees six (6') minutes West one hundred fifty-one and one-tenth (151.1) feet to a stake corner on the West right-of-way line of an abandoned railroad grade; thence by said western right-of-way line North zero (0°) degrees two (2') minutes West ninety-three (93.0) feet to a stake corner of the John Demko lot; thence crossing to the eastern right-of-way line of said railroad grade, South eighty-five (85°) degrees six (6') minutes East thirty-three (33.0) feet to a stake corner; thence by said East right-of-way line North zero (0°) degrees two (2') minutes West one hundred sixty-five and seven-tenths (165.7) feet to a stake corner at the intersection of this right-of-way line and the West right-of-way line of the above mentioned Township Route T-694; thence by said right-of-way line South twenty-two (22°) degrees zero (0') minutes East two hundred forty-four and five-tenths (244.5) feet to a stake corner; thence still by said right-of-way line South thirty (30°) degrees fifty-six (56') minutes East forty-nine (49.0) feet to a stake corner and the place of beginning. Containing 0.39 acres.

THE SECOND THEREOF: BEGINNING at an iron pin corner on the East right-of-way line of Township Route T-694 leading from State Highway Legislative Route 17079, to Legislative Route 17061, said right-of-way line being sixteen and five-tenths (16.5) feet from the centerline thereof, said iron pin also being on the line of lands of the R. Hess lands, and South eighty-five (85°) degrees five (5') minutes East thirty-three (33.0) feet from an iron pin being the Northeast corner of a parcel previously conveyed by the Grantors of this Deed, Maxton Coal Company, to the Grantees of this deed, Edward and Carol Andrasko; thence by said Hess lands, South eighty-five (85°) degrees five (5') minutes East one hundred twenty-seven and three-tenths (127.3) feet to a stake corner on the West right-of-way line of said State Highway L.R. 17061, said stake corner being located North eighty-five (85°) degrees five (5') minutes West sixty-six and seven-tenths (66.7) feet from a cut stone corner of this tract and the Hess lands; thence by the West right-of-way line of said L.R. 17061 South six (6°) degrees fifty (50') minutes West fifty (50.0) feet to a stake corner; thence still by said right-of-way line South six (6°) degrees fifty (50') minutes East seventy-six and two-tenths (76.2) feet to a stake corner on the right-of-way line of said State Highway L.R. 17079; thence by said L.R. 17079, South four (4°) degrees zero (0') minutes West one hundred seventy-two and six-tenths (172.6) feet to a stake corner at the intersection of this right-of-way line and the East right-of-way line of said Township Route T-694; thence by the East right-of-way line of said Township Route T-694, North twenty-two (22°) degrees zero (0') minutes West two hundred eighty and three-tenths (280.3) feet to a stake corner; thence still by said T-694, North fourteen (14°) degrees twenty-five (25') minutes West fifty (50.0) feet to the place of beginning. Containing 0.45 acres.

EXCEPTING AND RESERVING unto the Grantor herein all of the coal, fire clay, oil and gas, and other minerals, in, under or upon the above described property.

PARCEL III:

THE FIRST THEREOF: BEGINNING at a stake corner on the West right-of-way line of Township Route T-694 leading from State Highway, Legislative Route 17079 to Legislative Route 17061, said right-of-way line being sixteen and five tenths (16.5) feet from the centerline thereof. Said Stake Corner is located on the line of lands of R. M. Hess and is North eighty-five (85°) degrees five (5') minutes West two hundred twenty-eight and one tenth (228.1) feet from a cut stone corner of said lands; thence along the West right-of-way line of said Township Route T-694, and the right-of-way line of the Old Trolley Grade, now being access to the John Demko lot, South no (0°) degrees five (5') minutes East one hundred fifty-three and five tenths (153.5) feet to an iron pipe corner on the North side of a thirty-three (33.0) foot right-of-way reserved by the Grantors of this Deed, The Maxton Coal Company, for access to the remaining portion of

this tract of land; thence along said right-of-way line South eighty-four (84°) degrees twelve (12') minutes West five hundred twenty-five (525.0) feet to a steel pin corner; thence along the lands of the Grantors, North (0°) degrees five (5') minutes West two hundred fifty-three (253.0) feet to a steel pin corner on the line of lands of said R. M. Hess; thence along said Hess lands, South eighty-five (85°) degrees five (5') minutes East five hundred twenty-five (525.0) feet to a stake corner and place of beginning. Containing 2.44 acres.

BEING the same premises conveyed to the Mortgagors herein by deed dated March 22, 1999, being recorded to Instrument No. 199904382 in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

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

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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 or claim for damages, direct or consequential, in connection with any 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 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.

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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). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender 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 as specified, 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. **Waivers.** 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 or other 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 and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

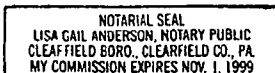
Witnesses:

..... Carol M. Andrasko (Seal)
Carol M. Andrasko —Borrower

..... Mark A. Dinant (Seal)
Mark A. Dinant —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:
On this, the 3rd day of May, 19 99, before me,
the undersigned officer, personally appeared Carol M. Andrasko and Mark A. Dinant, known to me (or satisfactorily proven to be the person(s)
whose name(s) are subscribed to the within instrument and acknowledged that they
executed the same for the purposes herein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires:



I hereby certify that the precise address of the within Mortgagee (Lender) is

..... Lisa Gail Anderson
Title of Officer
P.O. Box 42, Clearfield, PA 16830
..... Kimberly M. Kubista
Title of Officer
Kimberly M. Kubista, Attorney at Law

In The Court of Common Pleas
of
Clearfield County, Pennsylvania

No. 01-1214-CD

CAROL M. ANDRASKO
Plaintiff

Versus

MARK A. DINANT
Defendant

MIKESSELL & MIKESSELL
ATTORNEYS AT LAW
116 EAST LOCUST STREET
CLEARFIELD, PENNSYLVANIA 16830

4/10
AUG. 13-24
AUG. 14
MIKESSELL
AUG. 15

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

CAROL M. ANDRASKO,
Plaintiff

vs.

MARK A. DINANT,
Defendant

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:
:

No. 01-1214-CD

ANSWER TO COUNTERCLAIM

File on behalf of
Plaintiff

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 24 2001

William A. Shaw
Prothonotary

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

CAROL M. ANDRASKO,
Plaintiff

vs.

MARK A. DINANT,
Defendant

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No.

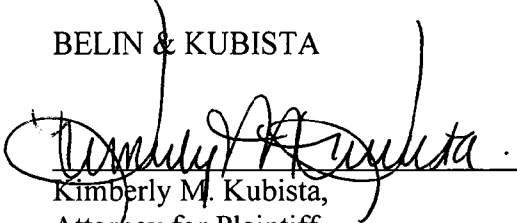
ANSWER TO COUNTERCLAIM

NOW COMES the Plaintiff, CAROL M. ANDRASKO, by and through her attorneys, Belin & Kubista and sets forth the following Answer to Counterclaim and in support thereof would aver as follows:

7. Paragraph 7 – no answer required.
8. Paragraph 8 is admitted.
9. Paragraph 9 is admitted.
10. Paragraph 10 is admitted and in further answer thereto, the intent behind obtaining the mortgage from County National Bank was that Defendant was to pay for his interest in the subject premises and also consolidate Defendant's other debt.
11. Paragraph 11 is admitted.
12. Paragraph 12 is denied. It is denied that all necessary repairs and maintenance of the real estate at question had been made by Defendant. To the contrary, it was the Plaintiff who made the necessary repairs and maintenance to the real estate.

WHEREFORE, Plaintiff respectfully requests Your Honorable Court to dismiss Defendant's Counterclaim allowing him reimbursement for mortgage payments, real estates taxes, insurance and maintenance expenses or any further relief be granted.

BELIN & KUBISTA



Kimberly M. Kubista,
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD

: SS
:

Before me, the undersigned Officer, personally appeared CAROL M. ANDRASKO, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to Counterclaim are true and correct to the best of her knowledge, information and belief.

Carol M Andrasko
CAROL M. ANDRASKO

SWORN and SUBSCRIBED before me this 21st day of Sept. 2001.

[Signature]
NOTARIAL SEAL
JILL A. REDDEN, NOTARY PUBLIC
CLEARFIELD/BORO, CLEARFIELD CO.
MY COMMISSION EXPIRES APRIL 7, 2003

POST OFFICE
NEW YORK, N.Y.
JAN 10 1964
U.S. AIR MAIL

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

CAROL M. ANDRASKO,
Plaintiff

vs.

MARK A. DINANT,
Defendant

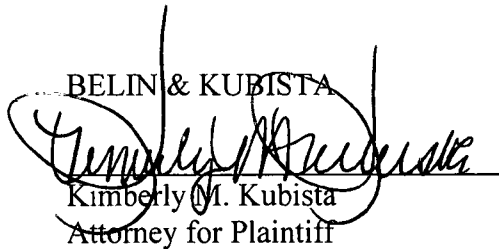
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No.

CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Answer to
Counterclaim in the above captioned matter to the following party by hand delivery on the 24th
day of September, 2001:

Warren Mikesell, Esquire
115 E. Locust Street
Clearfield, PA 16830

BELIN & KUBISTA

Kimberly M. Kubista
Attorney for Plaintiff

FILED

SEP 24 2001

01/05/2010 CC

att A. Shaw

Prothonotary



BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFELD, PENNSYLVANIA 16830

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

CAROL M. ANDRASKO,
Plaintiff

vs.

No. 01-1214-CD

MARK A. DINANT,
Defendant

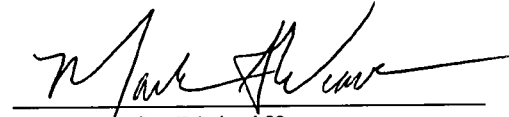
PRAECIPE FOR WITHDRAWAL AND ENTRY OF APPEARANCE

To: William A. Shaw, Prothonotary

Please withdraw my appearance on behalf of Carol M. Andrasko, the Plaintiff in the above captioned matter.


Kimberly M. Kubista
Attorney for Plaintiff

Please enter my appearance on behalf of Carol M. Andrasko, the Plaintiff in the above captioned action.


Attorney for Plaintiff
Mark S. Weaver
PA Supreme Court ID #63044
211 ½ East Locust Street
P.O. Box 170
Clearfield, PA 16830
(814) 768-9696

FILED

NOV 21 2001

William A. Shaw
Prothonotary

FILED
OCT 21 2001
NOV 21 2001

William A. Shaw
Prothonotary

cc
W. Weaver
KJP

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

Carol M. Andrasko,
Plaintiff

VS.

Mark A. Dinant,
Defendant

:
: No. 01-1214-CD
:
:
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:
:

Type of Pleading:
Praeipe to Discontinue

Filed on Behalf of:
Defendant: Mark A. Dinant

Counsel of Record for this Party:

Warren B. Mikesell II, Esquire
Supreme Court I.D. #63717
115 East Locust Street
Clearfield, PA 16830
(814) 765-6605

FILED 4cc A I cert of
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JUL 13 2007 to AMY
(5)

William A. Shaw
Prothonotary/Clerk of Courts

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

Carol M. Andrasko,
Plaintiff

VS.

Mark A. Dinant
Defendant

:
: No. 01-1214-CD
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PRAECIPE TO DISCONTINUE

To the Prothonotary:

Please mark the above-referenced case, Settled, Discontinued, and Ended.

Respectfully submitted,

7/13/17
Date


Warren B. Mikesell, II, Esquire
Attorney for Defendant:
Mark A. Dinant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Carol M. Andrasko

Vs.

No. 2001-01214-CD

Mark A. Dinant

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 13, 2007, marked:

Settled, discontinued and ended

Record costs in the sum of \$80.00 have been paid in full by Belin & Kubista.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 13th day of July A.D. 2007.



LM

William A. Shaw, Prothonotary

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

Carol M. Andrasko,
Plaintiff

VS.

Mark A. Dinant
Defendant

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: No. 01-1214-CD
:
:
:
:
:

CERTIFICATE OF SERVICE

I certify that on this 13th day of July, 2007, a copy of the foregoing Praecipe to Discontinue was served by United States First Class Mail upon counsel for Plaintiff at the following address:

Mark S. Weaver, Esquire
1315 South Allen Street
State College, PA 16801



Warren B. Mikesell, II, Esquire
Attorney for Defendant:
Mark A. Dinant

FILED 4cc Athy
9/11/11cm
JUL 13 2007 (5)

William A. Shaw
Prothonotary/Clerk of Courts