

01-1257-CD
DONALD L. BOHENSKY etux -vs- TIMOTHY J. RAFFENNER etal

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINNER and MARY
MIKSICH,
Defendants

No. 01 - 1257-CD

Type of Pleading: Complaint

Filed on behalf of: Plaintiffs

Counsel of Record for this party:

LEA ANN HELTZEL, ESQUIRE

Attorney at Law

Supreme Court No. 83398

900 Beaver Drive

DuBois, Pennsylvania 15801

(814) 375-0300

FILED

AUG 02 2001

William A. Shaw
Prothonotary

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

DONALD L. BOHENSKY and HAZEL	:	
F. BOHENSKY, husband and wife,	:	
Plaintiffs	:	
	:	
vs.	:	No. 01 -
	:	
TIMOTHY J. RAFFEINNER and MARY	:	
MIKSICH,	:	
Defendants	:	

NOTICE TO DEFEND

TO DEFENDANTS:

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.

Office of the Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINNER and MARY
MIKSICH,
Defendants

No. 01 -

COMPLAINT

AND NOW, comes Plaintiffs, Donald L. Bohensky and Hazel F. Bohensky, husband and wife, by and through their attorneys, The Hopkins Law Firm, and sets forth a cause of action as follows:

1. Plaintiffs Donald L. Bohensky and Hazel F. Bohensky are adult individual whose address is 1286 Treasure Lake, DuBois, Pennsylvania 15801.

2. Defendant Timothy J. Raffeinner is an adult individual residing at RR#1, Box 283, Brockway, Pennsylvania 15824.

3. Defendant Mary Miksich is an adult individual residing at RR#1, Box 283, Brockway, Pennsylvania 15824.

4. At issue in this case is real property located in Sandy Township, Clearfield County, Pennsylvania.

5. On or about August 9, 2000, Plaintiffs and Defendants entered into an Agreement of Sale in which Defendants agreed to purchase real property and improvements owned by Plaintiffs for a total purchase price of \$135,000.00. A copy of the contract between Plaintiffs and Defendants is attached hereto as Exhibit "A" and is incorporated herein by reference as if set forth at length.

6. Under the terms of the contract between Plaintiffs and Defendants, the Defendants were obligated to purchase Plaintiffs' property on or before September 21, 2000.

7. The contract between Plaintiffs and Defendants obligated Defendants to make a good faith effort to obtain a mortgage and Defendants obtained a mortgage or refused to make said good faith effort to obtain a mortgage.

8. Defendants refused to close the real estate on or before September 21, 2000. This action of the Defendants constitutes a breach of contract between Plaintiffs and Defendants.

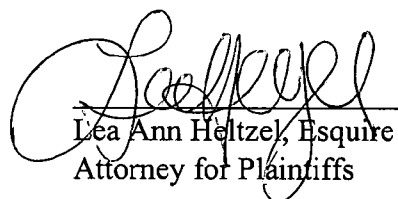
9. Plaintiffs later sold the real estate for \$105,000.00

10. As a result of Defendants' breach, Plaintiffs suffered damages as set forth below, which damages were to be expected by Defendants as a result of their breach of the contract:

a) Reduced sale price of home -	\$30,000.00
b) Mortgage interest -	\$ 3,408.28
c) Homeowner's insurance -	\$ 120.75
d) Property taxes -	\$ 1,274.35
e) Electric service -	\$ 171.55
f) Gas -	\$ 705.24
g) Water/sewer -	\$ 199.64
h) Treasure Lake Property Owners Association dues -	\$ 270.08
i) Radon Mitigation -	<u>\$ 642.00</u>
TOTAL:	<u>\$36,791.89</u>

WHEREFORE, Plaintiffs demand judgment against the Defendants, jointly and severally, in the amount of \$36,791.89, together with pre-judgment interest, post-judgment interest, costs of suit, attorneys fees and such other further relief as the Court deems fair and equitable.

Respectfully submitted,



Lea Ann Heltzel, Esquire
Attorney for Plaintiffs

VERIFICATION

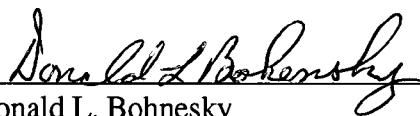
I hereby verify that the statements made in this complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to Unsworn Falsification to Authorities.



Hazel F. Bohnesky

VERIFICATION

I hereby 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 Pa. C.S. Section 4904, relating to Unsworn Falsification to Authorities.



Donald L. Bohnesky

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

PA LICENSED BROKER	
LISTING BROKER (Company) <u>Hoffer Realty Associates</u>	
ADDRESS <u>700 Liberty Blvd.</u>	
<u>DuBois, Pa. 15801</u>	
PH <u>814-371-2100</u>	FAX _____
DESIGNATED AGENT FOR SELLER (if applicable)	

PA LICENSED BROKER	
SELLING BROKER (Company) <u>Coldwell Banker Developac Realty</u>	
ADDRESS <u>998 Beaver Dr.</u>	
<u>DuBois, Pa. 15801</u>	
PH <u>814-375-1167</u>	FAX <u>814-375-9842</u>
DESIGNATED AGENT FOR BUYER (if applicable)	

1. This Agreement, dated August 9, 2000SELLER(S): Donald L. & Hazel F. BohneskyBUYER(S): Timothy J. RaffeinnerMary Mikstich181 Marview Rd1401 McCullough Ave, DuBois, Pa. 15824

2. PROPERTY (1-98) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:

Section 10 lot 72County of Clearfield in the township of Sandyin the Commonwealth of Pennsylvania, Zip Code 15801Identification (e.g., Tax ID#, Parcel #, Lot, Block, Deed Book, Page, Recording Date) 128-C02-10-721501/0093

3. TERMS (1-00)

(A) Purchase Price One hundred thirtythousand three hundred and fifty Dollarswhich will be paid to Seller by Buyer as follows: ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100(B) Cash or check at signing this Agreement: \$ 500.

(C) Cash or check within _____ days of the execution of this Agreement: \$ _____

(D) _____ \$ _____

(E) Cash, cashier's or certified check at time of settlement: \$ 134,500.00TOTAL \$ 135,000.00

(F) Deposits paid on account of purchase price to be held by Listing Broker, unless otherwise stated here: _____

(G) Seller's written approval to be on or before: August 11, 2000(H) Settlement to be made on or before: Sept. 21, 00

(I) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(J) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(K) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement: Buyer will pay for all days following settlement, unless otherwise stated here: _____

4. FIXTURES & PERSONAL PROPERTY (1-00)

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included: Range, refrigerator, window coverings and curtains, boat dock and stack of wood in yard. Washer & dryer

(B) LEASED items (items not owned by Seller): _____

(C) EXCLUDED fixtures and items: _____

5. SPECIAL CLAUSES (1-00)

(A) ☒ Buyer and Seller have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.(B) ☒ Buyer and Seller have received a statement of their respective estimated closing costs before signing this Agreement.(C) ☒ Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. (See Notice, Information Regarding the Seller's Property Disclosure Act.)(D) ☒ Buyer has received the Deposit Money Notice (for cooperative sales when Listing Broker is holding deposit money) before signing this Agreement.

(E) The following are part of this Agreement if checked:

☐ Sale & Settlement of Other Property

Contingency Addendum (PAR Form 130)

☐ Sale & Settlement of Other Property Contingency

with Right to Continue Marketing Addendum

(PAR Form 131)

☐ Settlement of Other Property Contingency Addendum (PAR Form 133)☐ Tenant-Occupied Property Addendum (PAR Form TOP)☒ Buyer acknowledges receipt of legal descrip

from deed.

(G) Contingent on appraisal to be equal to or greater than sale price.

(H) Buyer & seller to split the \$465, TLPOA transfer fee. 440 NFB

(H) BUYER TO PAY TLPOA TRANSFER FEE OF \$465.00

Buyer Initials: TJR MFM

A/S-2K Page 1 of 8

Seller Initials: NFB NFBPennsylvania Association of
REALTORS®
The Value for Real Estate® in Pennsylvania

EXHIBIT "A"

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1998
1/00

☐ WAIVED. This sale is NOT contingent on mortgage financing.

☒ ELECTED

(A) This sale is contingent upon Buyer obtaining mortgage financing as follows:

1. Amount of mortgage loan \$ 100,000.
2. Minimum Term 20 years
3. Type of mortgage Conventional
4. Interest rate 8 %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender; not to exceed a maximum interest rate of 8.875 %.
5. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % of the mortgage loan.

The interest rate and fees provisions required by Buyer are satisfied if a mortgage lender makes available to Buyer the right to guarantee an interest rate at or below the Maximum Interest Rate specified herein with the percentage fees at or below the amount specified herein. Buyer gives Seller the right, at Seller's sole option and as permitted by the lending institution and applicable laws, to contribute financially, without promise of reimbursement, to the Buyer and/or lender to make the above terms available to Buyer.

(B) Within 10 days of the execution of this Agreement, Buyer will make a completed, written mortgage application to a responsible mortgage lending institution. The Selling Broker, if any, otherwise the Listing Broker, is authorized to communicate with the lender for the purposes of assisting in the mortgage loan process.

(C) 1. Upon receipt of a mortgage commitment, Buyer and/or Selling Broker will promptly deliver a copy of the commitment to Listing Broker, if any, otherwise to Seller.

2. Mortgage commitment date Sept. 14, 00. If a written commitment is not received by Listing Broker, if any, otherwise by Seller, by the above date, Buyer and Seller agree to extend the commitment date until Seller terminates this Agreement in writing.

3. Seller has the option to terminate this Agreement in writing, on or after the mortgage commitment date, if the mortgage commitment:

- a. Is not valid until the date of settlement, OR
- b. Is conditioned upon the sale and settlement of any other property, OR
- c. Contains any other condition not specified in this Agreement.

4. In the event Seller does not terminate this Agreement as provided above, Buyer has the option to terminate this Agreement in writing if the mortgage commitment:

- a. Is not obtained by or valid until the date of settlement, OR
- b. Is conditioned upon the sale and settlement of any other property which do not occur by the date of settlement, OR
- c. Contains any other condition not specified in this Agreement which Buyer is unable to satisfy by the date of settlement.

5. If this Agreement is terminated as specified in paragraphs 6 (C) (2), (3) or (4), all deposit monies paid on account of purchase price will be returned to Buyer. Buyer will be responsible for any premiums for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to mortgage lender.

(D) If the mortgage lender requires repairs to the Property, Buyer will, upon receipt, deliver a copy of the mortgage lender's requirements to Listing Broker, if any, otherwise to Seller. Seller will, within 5 days of receipt of the lender's requirements, notify Buyer whether Seller will make the required repairs at Seller's expense.

1. If Seller chooses to make repairs, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.

2. If Seller chooses not to make the required repairs, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the required repairs at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(E) Seller Assist

☒ NOT APPLICABLE

☐ APPLICABLE. Seller will pay:

- ☐ \$ _____, maximum, toward Buyer's costs as permitted by the mortgage lender.
- ☐ _____

FHA/VA, IF APPLICABLE

(F) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the dollar amount to be inserted is the sales price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development provides, "Whoever for the purpose of ... influencing in any way the action of such department ... makes, passes, utters or publishes any statement knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

(G) U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS:

Buyer's Acknowledgment

☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection" (see Notices and Information on Property Condition Inspections). Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement.

Buyer's Initials _____

Date _____

(H) Certification We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

7. INSPECTIONS (1-98)

(A) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by the lending institutions, if any, or insuring agencies. Seller further agrees to permit any other inspections required by or provided for in the terms of this Agreement.

(B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived by any other provision of this Agreement.

(C) Seller will have heating and all utilities (including fuel(s)) on for the inspections.

8. PROPERTY INSPECTION CONTINGENCY (1-00)

☒ **WAIVED.** Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection and Environmental Notices). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ **ELECTED**

(A) Within _____ days of the execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspections and/or certifications completed by licensed or otherwise qualified professionals (see Property Inspection and Environmental Notices). This contingency does not apply to the following existing conditions and/or items: _____

(B) Other provisions of this Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here.

(C) If Buyer is not satisfied with the condition of the Property as stated in any written report, Buyer will, within the time given for completing inspections:

☐ **Option 1**

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR

2. Terminate the Agreement in writing by notice to Listing Broker, if any, otherwise to Seller, within the time given for inspection, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

☐ **Option 2**

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, UNLESS the total cost to correct the conditions contained in the report(s) is more than \$ _____

2. If the total cost to correct the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(C) (Option 2) 1. Buyer will deliver the report(s) to Listing Broker, if any, otherwise to Seller, within the time given for inspection.

a. Seller will, within _____ days of receiving the report(s), inform Buyer in writing of Seller's choice to:

(1) Make repairs before settlement so that the remaining cost to repair conditions contained in the report(s) is less than or equal to the amount specified in paragraph 8 (C) (Option 2) 1.

(2) Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions contained in the report(s) and the amount specified in paragraph 8 (C) (Option 2) 1. This option must be acceptable to the mortgage lender, if any.

(3) Not make repairs and not credit Buyer at settlement for any defects in conditions contained in the report(s).

b. If Seller chooses to make repairs or credit Buyer at settlement as specified in paragraph 8 (C) (Option 2) 2. Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.

c. If Seller chooses not to make repairs and not to credit Buyer at settlement, or if Seller fails to choose any option within the time given, Buyer will, within _____ days:

(1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR

(2) Terminate the Agreement in writing by notice to Listing Broker, if any, otherwise to Seller, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

9. WOOD INFESTATION CONTINGENCY (1-00)

☐ **WAIVED.** Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☒ **ELECTED**

(A) Within 10 days of the execution of this Agreement, Buyer, at Buyer's expense, will obtain a written "Wood-Destroying Insect Infestation Inspection Report" from a certified Pest Control Operator and will deliver it and all supporting documents and drawings provided by the Pest Control Operator to Listing Broker, if any, otherwise to Seller. The report is to be made satisfactory to and in compliance with applicable laws, mortgage and lending institutions, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection will include all readily visible and accessible areas of all structures on the Property except the following structures, which will not be inspected: _____

(B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for active infestation(s), in accordance with applicable laws.

(C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option to obtain a written report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a proposal to repair the damage. Buyer will deliver the structural damage report and corrective proposal to Listing Broker, if any, otherwise to Seller, within _____ days of delivering the original inspection report.

(D) Within 5 days of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether Seller will repair, at Seller's expense and before settlement, any structural damage from active or previous infestation(s).

(E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(F) If Seller chooses not to repair structural damage revealed by the report or fails to respond within the time given, Buyer, within 5 days of receiving Seller's notice, will notify Seller in writing of Buyer's choice to:

1. Accept the Property with the defects revealed by the inspection, without abatement of price and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR

2. Make the repairs before settlement, if required by the mortgage lender, if any, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to make the repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price shall be returned promptly to Buyer and this Agreement will be VOID, OR

3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

10. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES BUILT BEFORE 1978 (1-00)

☒ **NOT APPLICABLE**☐ **APPLICABLE**

(A) Seller represents that: (check 1 OR 2)

☐ 1. Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

☐ 2. Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.) _____

(B) Records/Reports (check 1 OR 2)

☐ 1. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

☐ 2. Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property. (List documents) _____

(C) Buyer's Acknowledgement

☐ 1. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained in this Agreement (See Environmental Notices).

☐ 2. Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards, as identified in paragraph 10(A) and has received the records and reports pertaining to lead-based paint and/or lead-based paint hazards identified in paragraph 10(B).

Buyer's Initials _____ Date _____

Seller Initials: MBB ED

(D) **RISK ASSESSMENT/INSPECTION:** Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer has a 10 day period (unless Buyer and Seller agree in writing to a different period of time) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. **WAIVED.** Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards. **BUYER WAIVES THIS RIGHT** and agrees to the **RELEASE** set forth in paragraph 25 of this Agreement.

☐ **ELECTED**

1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards. The risk assessment and/or inspection will be completed within _____ days of the execution of this Agreement (insert "10" unless Buyer and Seller agree to a different period of time).
2. Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards, Buyer may deliver to Listing Broker, if any, otherwise to Seller, a written list of the specific hazardous conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.
3. Seller may, within _____ days of receiving the list and report(s), submit a written corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company and a completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been made satisfactorily on or before the completion date.
4. Upon receiving the corrective proposal, Buyer, within 5 days, will:
 - a. Accept the corrective proposal and the Property in writing, and agree to the **RELEASE** set forth in paragraph 25 of this Agreement, **OR**
 - b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be **VOID**.
5. Should Seller fail to submit a written corrective proposal within the time set forth in paragraph 10(D)3 of this Agreement, then Buyer, within 5 days, will:
 - a. Accept the Property in writing, and agree to the **RELEASE** set forth in paragraph 25 of this Agreement, **OR**
 - b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be **VOID**.

(E) **Certification** By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.

11. RADON CONTINGENCY (1-00)

(A) Seller represents that: (check appropriate response(s))

- ☐ 1. Seller has no knowledge concerning the presence or absence of radon.
- ☐ 2. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with the results of all tests indicated below:

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)

COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. **SELLER DOES NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS.**

- ☐ 3. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below:
- | DATE | RADON REDUCTION METHOD |
|------|------------------------|
| | |
| | |

☐ **WAIVED.** Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (see Radon Notice). **BUYER WAIVES THIS OPTION** and agrees to the **RELEASE** set forth in paragraph 25 of this Agreement.

☒ **ELECTED**

(B) Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property and will deliver a copy of the test report to Listing Broker, if any, otherwise to Seller, within 10 days of the execution of this Agreement. (See Radon Notice.)

1. If the test report reveals the presence of radon below 0.02 working levels (4 picocuries/liter), Buyer accepts the Property and agrees to the **RELEASE** set forth in paragraph 25 of this Agreement.
2. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picocuries/liter), Buyer will, within 3 days of receipt of the test results:

☒ **Option 1**

- a. Accept the Property in writing and agree to the **RELEASE** set forth in paragraph 25 of this Agreement, **OR**
- b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be **VOID**, **OR**
- c. Submit a written, corrective proposal to Listing Broker, if any, otherwise to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and completion date for corrective measures.
 - (1) Within 5 days of receiving the corrective proposal, Seller will:
 - (a) Agree to the terms of the corrective proposal in writing, in which case Buyer accepts the Property and agrees to the **RELEASE** set forth in paragraph 25 of this Agreement, **OR**
 - (b) Not agree to the terms of the corrective proposal.
 - (2) Should Seller not agree to the terms of the corrective proposal or fail to respond within the time given, Buyer will, within 5 days, elect to:
 - (a) Accept the Property in writing and agree to the **RELEASE** set forth in paragraph 25 of this Agreement, **OR**
 - (b) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be **VOID**.

☐ **Option 2**

- a. Accept the Property in writing and agree to the **RELEASE** set forth in paragraph 25 of this Agreement, **OR**
- b. Submit a written, corrective proposal to Listing Broker, if any, otherwise to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and completion date for corrective measures. Seller will pay a maximum of \$ _____ toward the total cost of remediation and retests, which will be completed by settlement.
 - (1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 11(B) (Option 2) b, Seller will, within 5 days of receipt of the cost of remediation, notify Buyer in writing of Seller's choice to:
 - (a) Pay for the total cost of remediation and retests, in which case Buyer accepts the Property and agrees to the **RELEASE** set forth in paragraph 25 of this Agreement, **OR**
 - (b) Not pay for the total cost of remediation and retests.
 - (2) If Seller chooses not to pay for the total cost of remediation and retests, or if Seller fails to choose either option within the time given, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to:
 - (a) Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which case Buyer accepts the Property and agrees to the **RELEASE** set forth in paragraph 25 of this Agreement, **OR**
 - (b) Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be **VOID**.

(A) Seller represents that this property is served by:

- ☐ Public Water
☐ On-site Water
☒ Community Water
☐ None

(B) WATER SERVICE INSPECTION CONTINGENCY

☒ WAIVED. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ ELECTED

1. Buyer has the option, within _____ days of the execution of this Agreement and at Buyer's expense, to deliver to Listing Broker, if any, otherwise to Seller, a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water service.
2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense, if required by the inspection company. Seller also agrees to restore the Property prior to settlement.
3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller will, within _____ days of receipt of the report, notify Buyer in writing of Seller's choice to:
 - a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - b. Not upgrade the water service.
4. If Seller chooses not to upgrade the service to minimum acceptable levels, or fails to respond within the time given, Buyer will, within _____ days, either:
 - a. Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 - b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

13. STATUS OF SEWER (1-00)

(A) Seller represents that property is served by:

- ☐ Public Sewer
☐ Individual On-lot Sewage Disposal System (See Sewage Notice 1)
☐ Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable)
☒ Community Sewage Disposal System
☐ Ten-acre Permit Exemption (See Sewage Notice 2)
☐ Holding Tank (See Sewage Notice 3)
☐ None (See Sewage Notice 1)
☐ None Available/Permit Limitations in Effect (See Sewage Notice 5)

(B) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY

☒ WAIVED. Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

☐ ELECTED

1. Buyer has the option, within _____ days of the execution of this Agreement and at Buyer's expense, to deliver to Listing Broker, if any, otherwise to Seller, a written inspection report by a qualified, professional inspector of the individual on-lot sewage disposal system.
2. Seller agrees to locate and provide access to the individual on-lot sewage disposal system, and, if required by the inspection company, empty the septic tank, at Seller's expense. Seller also agrees to restore the Property prior to settlement.
3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system. Seller will, within _____ days of receipt of the report, notify Buyer in writing of Seller's choice to:
 - a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - b. Not correct the defects, or if Seller fails to respond within the time given, Buyer will, within _____ days, either:
 - (1) Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 - (2) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
4. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system. Seller may, within _____ days of the report, submit a corrective proposal to Selling Broker, if any, otherwise to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company; provisions for payment, including retests; and completion date for corrective measures. Within 5 days of receiving Seller's corrective proposal, or if no corrective proposal is received within the time given, Buyer will:
 - a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - b. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 - c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

14. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (1-00)

(A) Seller represents as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless otherwise specified here: _____

Buyer Initials: TJR MFM

A/S-2K Page 5 of 8

Seller Initials: HYB JID

(c) In the event any notices (including violations) and assessments are received and execution of this Agreement and before settlement date, Seller will:

notify Buyer in writing, within 5 days of receiving the notice or assessment, that Seller will:

1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. NOT comply with notices and assessments at Seller's expense, in which case Buyer will notify Seller within 5 days in writing that Buyer will:
 - a. Comply with notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(E) If required by law, within _____ days of the execution of this Agreement, Seller will order for delivery to Selling Broker, if any, otherwise to Buyer, on or before settlement,

1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances, AND/OR
2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of the certificate, Seller will, within 5 days of Seller's receipt of the requirements, notify Buyer of the requirements and whether Seller will make the required repairs/improvements at Seller's expense.

If Seller chooses not to make the required repairs/improvements, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the repairs/improvements at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

15. TITLE, SURVEYS & COSTS (1-00)

(A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any; otherwise the title to the above described real estate will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.

(B) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as specified in paragraph 15(A), Buyer will have the option of taking such title as Seller can give without changing the price or of being repaid all monies paid by Buyer to Seller on account of purchase price and Seller will reimburse Buyer for any costs incurred by Buyer for those items specified in paragraph 15(C) and in paragraph 15(D) items (1), (2), (3); and in the latter event there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.

(C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the Property (or the correction thereof), will be secured and paid for by Seller. However, any survey or surveys desired by Buyer or required by the mortgage lender will be secured and paid for by Buyer.

(D) Buyer will pay for the following: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.

16. ZONING CLASSIFICATION (1-00)

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification: PRD

☐ ELECTED. Within _____ days of the execution of this Agreement, Buyer will verify that the existing use of the Property as _____ is permitted. In the event the use is not permitted, Buyer will, within the time given for verification, notify Listing Broker, if any, otherwise Seller, in writing that the existing use of the Property is not permitted and this Agreement will be VOID, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer. Buyer's failure to respond within the time given will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.

17. COAL NOTICE

- ☐ NOT APPLICABLE
☒ APPLICABLE

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS 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 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. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

18. POSSESSION (1-98)

(A) Possession is to be delivered by deed, keys and:

1. Physical possession to a vacant building (if any) broom-clean, free of debris at day and time of settlement, AND/OR
2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is tenant-occupied at the execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of signing of this Agreement, if Property is tenant-occupied.

(B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without expressed written consent of Buyer.

19. RECORDING (3-85) This Agreement will not be recorded in the Office for the Recording of Deeds or in any other office or place of public record and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

20. ASSIGNMENT (3-85) This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will not transfer or assign this Agreement without the written consent of Seller.

21. DEPOSIT & RECOVERY FUND (1-00)

(A) Deposits paid by Buyer within 30 days of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of payment and the person designated as payee, will be paid to Broker or party identified in paragraph 3(F), who will retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any uncashed check tendered as deposit may be held pending the acceptance of this offer.

(B) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit is required by the Rules and Regulations of the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written Agreement of the parties. Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.

Buyer Initials: TER MEM

Seller Initials: MDB MSB

(C) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

22. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE (1-00)

☐ NOT APPLICABLE

☐ APPLICABLE: CONDOMINIUM

Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a unit owners' association. §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws, and the rules and regulations of the association.

☒ APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION)

Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. (See Definition of Planned Community Notice for the definition contained in the Act). §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act.

(A) Within 5 days of the execution of this Agreement, Seller will submit a request to the association for a Certificate of Resale and the documents necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.

(B) Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any erroneous information provided by the association and included in the Certificate.

(C) Buyer may declare this Agreement VOID at any time before Buyer's receipt of the association documents and for 5 days thereafter, OR until settlement, whichever occurs first. Buyer's notice declaring this Agreement void must be in writing; thereafter all deposit monies will be returned to Buyer.

(D) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer for: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.

23. MAINTENANCE & RISK OF LOSS (1-00)

(A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.

(B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly notify Buyer in writing of Seller's choice to:

1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed system or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR

2. Make no repairs or replacements, and not credit Buyer at settlement for the fair market value of the failed system or appliance, in which case Buyer will notify Seller in writing within 5 days or before settlement, whichever is sooner, that Buyer will:

a. Accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR

b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

24. WAIVER OF CONTINGENCIES (1-00)

In the event this Agreement is contingent on Buyer's right to inspect and/or repair the Property, Buyer's failure to exercise any of Buyer's options within the time limits specified in the contingency provision(s) will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

25. RELEASE (1-00) Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release will survive settlement.

26. REPRESENTATIONS (1-00)

(A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers, or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.

(B) It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition unless otherwise stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(C) It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement will not be altered, amended, changed, or modified except in writing executed by the parties.

(D) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.

27. TIME OF THE ESSENCE-DEFAULT (1-00)

The said time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement. For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement was executed and including the last day of the time period. Should Buyer:

(A) Fail to make any additional payments as specified in paragraph 3; OR

(B) Furnish false or incomplete information to Seller, Listing Broker, Selling Broker, or the mortgage lender, if any, concerning Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment; OR

(C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement; then in such case, Seller has the option of retaining all sums paid by Buyer, including the deposit monies. 1) on account of purchase price, or 2) as monies to be applied to Seller's damages, or 3) as liquidated damages for such breach, as Seller may elect, unless otherwise checked below.

☐ Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages. If Seller elects to retain all sums paid by Buyer, including deposit monies, as liquidated damages, Buyer and Seller will be released from further liability or obligation and this Agreement will be VOID.

28. **BROKERS (1-00)** The Business Relationships between the Broker(s) and Seller and Buyer are as follows. **UNLESS** a different relationship is checked below.

(A) The Listing Broker is Agent for Seller.

(B) The Selling Broker is Agent for Buyer.

(C) When the Listing Broker and Selling Broker are the same, the Broker is a Dual Agent. Dual Agency applies to all licensees, **UNLESS** there is a Designated Agent(s) for Seller and a Designated Agent(s) for Buyer. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

A Business Relationship exists that is different from above, as follows:

☐ The Selling Broker is the Agent/Subagent for Seller.

☐ The Selling Broker is a Transaction Licensee.

☐ The Listing Broker is a Transaction Licensee.

(D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.

29. **MEDIATION (7-96)**

☒ **NOT AVAILABLE**

☐ **WAIVED.** Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.

☐ **ELECTED**

(A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.

(B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. (See Mediation Notice.)

(C) This agreement to mediate disputes arising from this Agreement will survive settlement.

Buyer and Seller acknowledge that they have read and understand the notices and explanatory information set forth in this Agreement.

Buyer acknowledges receiving a copy of this Agreement at the time of signing.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

WITNESS _____ **BUYER** _____ **DATE** 8-9-00
Buyer Name (print) Timothy J. Sattler SS # _____
Mailing Address 181 Fairview Rd. Karney, Pa. 15846
Phone #s 414-585-3432 FAX # _____ E-Mail _____

WITNESS _____ **BUYER** _____ **DATE** 8-11-00
Buyer Name (print) Mary E. Sattler SS # _____
Mailing Address 181 Fairview Rd. Karney, Pa. 15846
Phone #s 414-585-3432 FAX # _____ E-Mail _____

WITNESS _____ **BUYER** _____ **DATE** _____
Buyer Name (print) _____ SS # _____
Mailing Address _____
Phone #s _____ FAX # _____ E-Mail _____

Seller hereby approves the above contract this (date) _____

WITNESS _____ **SELLER** _____ **DATE** 21 Aug 2000
Seller Name (print) Donald B. Baker SS # 179-42-8558
Mailing Address _____
Phone #s _____ FAX # _____ E-Mail _____

WITNESS _____ **SELLER** _____ **DATE** _____
Seller Name (print) Donald B. Baker SS # 183-56-4391
Mailing Address _____
Phone #s _____ FAX # _____ E-Mail _____

WITNESS _____ **SELLER** _____ **DATE** _____
Seller Name (print) _____ SS # _____
Mailing Address _____
Phone #s _____ FAX # _____ E-Mail _____

Brokers'/Licensees' Certifications (check all that are applicable):

☐ **Regarding Lead-Based Paint Hazards Disclosure:** Required if Property was built before 1978: The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief. Acknowledgement: The Licensees involved in this transaction have informed Seller of Seller's obligations under The Residential Lead Paint Hazard Reduction Act, 42 U.S.C. 4852(d), and are aware of their responsibility to ensure compliance.

☐ **Regarding FHA Mortgages:** The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

☐ **Regarding Mediation:** The undersigned ☐ Listing Broker ☐ Selling Broker agree to submit to mediation in accordance with paragraph 29 of this Agreement.

LISTING BROKER (Company Name) _____ **DATE** _____

ACCEPTED BY _____

SELLING BROKER (Company Name) _____ **DATE** _____

ACCEPTED BY _____

SEP-15-00 08:58 FROM:CB DEVELOPAC REALTY
SEP-15-00 11:26 FROM:CB DEVELOPAC REALTY

ID:014 375 9842

PAGE 1/1

ID:014 375 9842

PAGE 2/2

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

Form 182-GM

RE PROPERTY Sac 10 Lot 72
 SELLERS: Donald L. & Hazel F. Bohansky
 BUYERS: Timothy J. Raffinier & Mary Mikulich
 DATE OF AGREEMENT August 9, 2000

Buyer and seller agree to extend closing date to October 16, 2000
 and loan commitment to October 9, 2000.

CONTINGENT UPON THE INSTALLATION OF A
 RADON MITIGATION SYSTEM BY THE
 HOMEOWNERS AND SUFFICIENT RE-TESTING
 BY A CERTIFIED BODY PROVING THE
 SYSTEM HAS SUCCEEDED IN REDUCING
 THE RADON LEVEL TO AN ACCEPTABLE
 LIMIT. SET BY DEP OF LESS THAN
 4 PICC DdB

All other terms and conditions of the said agreement shall remain unchanged and in full force and effect

WITNESS	BUYER <u>Tim Raffinier</u>	DATE <u>9/14/00</u>
WITNESS	BUYER <u>Mary S. Mikulich</u>	DATE <u>9/14/00</u>
WITNESS	BUYER	DATE
WITNESS	SELLER <u>Donald L. Bohansky</u>	DATE <u>9/15/00</u>
WITNESS	SELLER <u>Hazel F. Bohansky</u>	DATE <u>9/16/00</u>
WITNESS	SELLER	DATE

OPTION WHITE; SELLER, YELLOW AGENT, PINK BUYER, BLUE MORTGAGE, GOLD: _____, GREEN BUYER AT TIME OF SIGNING

REPRODUCTION OF SIGNATURE CHERRY

Post-it® Fax Note	7571	Date	# of pages
To <u>Kathleen</u>		From <u>Firm</u>	
Co./Dept.		Co.	
Phone #		Phone #	
Fax #		Fax #	

FAXED
 9/26/2000

VOL 1501 PAGE 93

WARRANTY DEED - 1988

County of Clearfield, Pa.

This Deed,

MADE the Seventeenth day of November

in the year nineteen hundred and ninety-two

BETWEEN YACUB AYUB and RASHIDA AYUB, husband and wife, of Homedale, New Jersey, parties of the first part, hereinafter referred to as the Grantors

A N D

DONALD L. BOHENSKY and HAZEL F. BOHENSKY, husband and wife, of Sandy Township, Clearfield County, Pennsylvania, parties of the second part, hereinafter referred to as the Grantees

WITNESSETH, That in consideration of

Twenty-Two Thousand (\$22,000.00) ----- Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor s do hereby grant
and convey to the said grantee s ,

ALL that certain tract of land designated as Lot No. 72, Section 10 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in Misc. Docket Map File No. 24. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

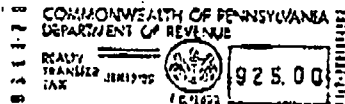
BEING the same premises which became vested in the Grantors herein by deed of John Bzaminaki, dated November 9, 1988, and recorded in Clearfield County Deed & Record Book 1255, page 18.

VOL 1286 PAGE 330

3. All minerals and mining rights of every kind and nature,

4. A lien for all unpaid charges or assessments as may be made by developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises granted and conveyed unto JAMES L. EVERY and SARAH S. EVERY, his wife, from Thomas McCloskey and Diana Possler, partners, t/s/b/a T.D. CONSTRUCTION, 241 Treasure Lake, DuBois, PA 15801, by deed dated November 12, 1986, and recorded December 3, 1986, in the Recorder's Office of Clearfield County, Pennsylvania in Deed Book Volume 1125, Page 577.



FILED
3 cc
AUG 02 2001
Att'y Helzel
Att'y pd.
8000
William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11331

BOHENSKY, DONALD L. & HAZEL F.

01-1257-CD

VS.

RAFFEINER, TIMOTHY J. & MARY MIKSICH

COMPLAINT

SHERIFF RETURNS

NOW AUGUST 2, 2001, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHINCOMPLAINT ON TIMOTHY J. RAFFEINER AND MARY MIKSICH, DEFENDANTS.

NOW AUGUST 9, 2001 SERVED THE WITHIN COMPLAINT ON TIMOTHY J. RAFFEINER AND MARY MIKSICH, DEFENDANTS BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON MARY.

Return Costs

Cost	Description
34.10	SHFF. HAWKINS PAID BY: ATTY.
48.32	SHFF. DEMKO PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED
AUG 23 2001
William A. Shaw
Prothonotary

Sworn to Before Me This

23rd Day Of August, 2001
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Dec. 2002
Clearfield Co. Clearfield, PA.

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

No. 01-1257-CD

Personally appeared before me, Dale W. Overman, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on August 9, 2001 at 9:30 o'clock A.M. served the Notice and Complaint upon TIMOTHY J. RAFFEINER and MARY MIKSICH, Defendants, at their residence, RD#1, Box 283, Brockway, Township of Polk, County of Jefferson, State of Pennsylvania, by handing to Mary, personally, two true and attested copies of the Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 46.32 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 48.32
Refunded:	\$ 76.68

Sworn and subscribed
to before me this

day of August 14th 2001
By Dale W. Overman

So Answers,

Dale W. Overman Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

**PROTHONOTARY
CLERK OF COURTS**

My Commission Expires
1st Monday of January 2002.
Jefferson County, PA

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

v.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01-1257 C.D.

Type of Pleading: **DEFENDANTS'**
ANSWER, NEW MATTER
AND COUNTERCLAIM

Filed on behalf of: Defendants

Counsel of Record for this Party:
R. EDWARD FERRARO, ESQ.
Supreme Court No. 05880
ROSS F. FERRARO, ESQ.
Supreme Court No. 79218

FERRARO & YOUNG
690 Main Street
Brockway, PA 15824
(814) 268-2202

out to
Judge Reilly
1-7-02

FILED

AUG 27 2001

William A. Shaw
Prothonotary

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

Type of Pleading: Preliminary Objections
to Defendants' Counterclaim

Filed on behalf of: Plaintiffs

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No.42519
900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

SEP 12 2001

m.11.04.10.02
William A. Shaw
Prothonotary

*out to
Judge Reilly
1-7-02*

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

Type of Pleading: Answer to New Matter

Filed on behalf of: Plaintiffs

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No.42519
900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

SEP 17 2001

m l: d: rocc
William A. Shaw
Prothonotary

ASL

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

DONALD L. BOHENSKY and HAZEL	:	
F. BOHENSKY, husband and wife,	:	
Plaintiffs	:	
	:	
vs.	:	No. 01 – 1257 C.D.
	:	
TIMOTHY J. RAFFEINNER and	:	
MARY MIKSICH,	:	
Defendants	:	

COMPLAINT

AND NOW, comes Plaintiffs, Donald L. Bohensky and Hazel F. Bohensky, husband and wife, by and through their attorneys, The Hopkins Law Firm, and answers Defendant's New Matter as follows:

11. No answer is required of this paragraph.
12. Denied. To the best knowledge, information and belief of Plaintiffs, Defendants were able to obtain the financing necessary to complete the contract, but refused to do so.
13. Denied. No provision of the contract limits the Plaintiffs' claim for Defendants' breach of contract of \$500.00.
14. Denied. For the reasons set forth in paragraph 12 and 13.
15. Denied. For the reasons set forth in paragraph 12 and 13.
16. Denied. After reasonable investigation, Plaintiffs are unable to admit or deny the allegations set forth in paragraph 16. By way of further answer, what a real estate agent told Defendants is not material and is not a defense to Plaintiffs cause of action.

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

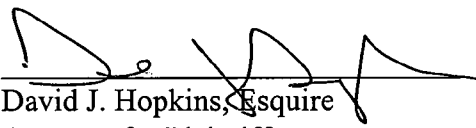
TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Answer to New Matter, filed by Plaintiffs, Donald L. Bohensky and Hazel F. Bohensky, was forwarded on the 10th day of September, 2001, by U.S. Mail, postage prepaid, addressed as follows:

Ross F. Ferraro, Esquire
Ferraro & Young
690 Main Street
Brockway, PA 15824


David J. Hopkins, Esquire
Attorney for Plaintiffs
900 Beaver Drive
DuBois, PA 15801

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

Type of Pleading: Notice of Intent
to Serve Subpoena to Produce Documents
and Things for Discovery Pursuant to
Pa.R.C.P. 4009.22

Filed on behalf of: Plaintiffs

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

SEP 13 2001

m13@ncc

William A. Shaw
Prothonotary



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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

No. 01 – 1257 C.D.

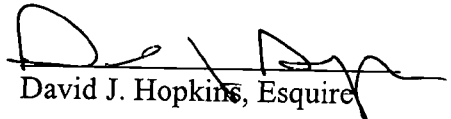
TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

**NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE
DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO
Pa.R.C.P. 4009.22**

TO: Coldwell Banker
998 Beaver Drive
DuBois, PA 15801

Plaintiffs, Donald L. Bohensky and Hazel F. Bohensky, intends to serve a Subpoena identical to the one that is attached to this Notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the Subpoena. If no objection is made, the Subpoena may be served.

Dated: 9-12-2001


David J. Hopkins, Esquire

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Donald L. Bohensky
Hazel F. Bohensky
Plaintiff(s)

Vs.

Timothy J. Raffeinmer
Mary Miksich
Defendant(s)

No. 2001-01257-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE
4009.22

TO: Coldwell Banker

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

Entire Bohensky to Raffeinmer/Miksich file.

The Hopkins Law Firm
900 Beaver Drive, DuBois, PA 15801 (Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: David J. Hopkins, Esquire

ADDRESS: 900 Beaver Drive
DuBois, PA 15801

TELEPHONE: 814-375-0300

SUPREME COURT ID # 42519

ATTORNEY FOR: Plaintiffs

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division



Deputy

DATE: Tuesday, September 11, 2001
Seal of the Court

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

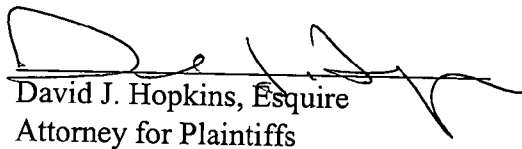
TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Notice of Intent to Serve Subpoena to Produce Documents and Things for Discovery Pursuant to Pa.R.C.P. 4009.22 filed on behalf of Plaintiffs, Donald L. Bohensky and Hazel F. Bohensky, was forwarded on the 12th day of September, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Ross F. Ferraro, Esquire
Ferraro & Young
690 Main Street
Brockway, PA 15824


David J. Hopkins, Esquire
Attorney for Plaintiffs

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

Type of Pleading: Notice of Intent
to Serve Subpoena to Produce Documents
and Things for Discovery Pursuant to
Pa.R.C.P. 4009.22

Filed on behalf of: Plaintiffs

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

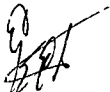
900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

SEP 13 2001

William A. Shaw
Prothonotary



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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

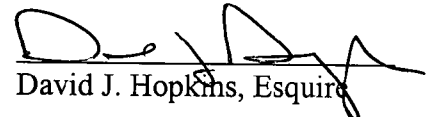
No. 01 – 1257 C.D.

**NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE
DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO
Pa.R.C.P. 4009.22**

TO: Hoffer Realty Associates
700 Liberty Boulevard
DuBois, PA 15801

Plaintiffs, Donald L. Bohensky and Hazel F. Bohensky, intends to serve a Subpoena identical to the one that is attached to this Notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the Subpoena. If no objection is made, the Subpoena may be served.

Dated: 9-12-2001


David J. Hopkins, Esquire

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Donald L. Bohensky
Hazel F. Bohensky
Plaintiff(s)

Vs.

Timothy J. Raffeinner
Mary Miksich
Defendant(s)

No. 2001-01257-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE
4009.22

TO: Hoffer Realty Associates

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

Entire Bohensky to Raffeinner/Miksich file.

The Hopkins Law Firm (Address)
900 Beaver Drive, DuBois, PA 15801

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: David J. Hopkins, Esquire

ADDRESS: 900 Beaver Drive
DuBois, PA 15801

TELEPHONE: 814-375-0300

SUPREME COURT ID # 42519

ATTORNEY FOR: Plaintiffs

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Tuesday, September 11, 2001
Seal of the Court


Deputy

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

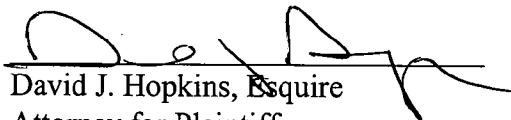
TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Notice of Intent to Serve Subpoena to Produce Documents and Things for Discovery Pursuant to Pa.R.C.P. 4009.22 filed on behalf of Plaintiffs, Donald L. Bohensky and Hazel F. Bohensky, was forwarded on the 12th day of September, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Ross F. Ferraro, Esquire
Ferraro & Young
690 Main Street
Brockway, PA 15824


David J. Hopkins, Esquire
Attorney for Plaintiffs

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

v.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01-1257 C.D.

Type of Pleading: **REPLY TO
PLAINTIFFS' PRELIMINARY
OBJECTIONS**

Filed on behalf of: Defendants

Counsel of Record for this Party:
R. EDWARD FERRARO, ESQ.
Supreme Court No. 05880

ROSS F. FERRARO, ESQ.
Supreme Court No. 79218

FERRARO & YOUNG
690 Main Street
Brockway, PA 15824
Phone: (814) 268-2202

FILED

SEP 14 2001

William A. Shaw
Prothonotary

of \$40,000.00, plus damages for the Plaintiffs' attempts to enforce a Contract which is void as to any claim for damages in the Plaintiffs' original Complaint.

4. **DENIED.** It is Denied that the claims set forth by the Defendants in their Counterclaim fail to set forth a cause of action against Plaintiffs for which relief can be granted, as alleged in the Plaintiffs' Preliminary Objections, and strict proof of said allegations in Plaintiffs' Preliminary Objections is demanded at any Hearing on the same. To the contrary, the Defendants' Counterclaim properly sets forth a cause of action for damages against the Plaintiffs for which relief can be granted by this Court.

WHEREFORE, Defendants respectfully request this Honorable Court to deny the Preliminary Objections of the Plaintiffs in their entirety, and Order that the Plaintiffs file a proper Answer to both the Defendants' New Matter and Counterclaim.

Respectfully submitted,
FERRARO & YOUNG

BY: 

Ross F. Ferraro, Esquire
Attorney for Defendants,
Timothy J. Raffeinner and
Mary Miksich

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

v.

No. 01-1257 C.D.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Reply to Plaintiffs' Preliminary Objections was forwarded on the 13th day of September, 2001, by U.S. Mail, Postage Prepaid, to the Plaintiffs' counsel, addressed as follows:

David J. Hopkins, Esquire
THE HOPKINS LAW FIRM
900 Beaver Drive
DuBois, PA 15801

FERRARO & YOUNG

BY: 

Ross F. Ferraro, Esquire
Attorney for Defendants, Timothy
J. Raffeinner and Mary Miksich

FILED

SEP 14 2001
Mr. [unclear] [unclear]
Hon. A. Shaw
Honorary [unclear]
att. Ferrand
[unclear]

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

Type of Pleading: Notice of Intent
to Serve Subpoena to Produce Documents
and Things for Discovery Pursuant to
Pa.R.C.P. 4009.22

Filed on behalf of: Plaintiffs

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

OCT 31 2001

William A. Shaw
Prothonotary

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

**NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE
DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO
Pa.R.C.P. 4009.22**

TO: Northwest Savings Bank
824 Million Dollar Highway
St. Marys , PA, 15857

Plaintiffs, Donald L. Bohensky and Hazel F. Bohensky, intends to serve a Subpoena identical to the one that is attached to this Notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the Subpoena. If no objection is made, the Subpoena may be served.

Dated: 10-20-01


David J. Hopkins, Esquire

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.


No. 01 – 1257 C.D.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Notice of Intent to Serve Subpoena to Produce Documents and Things for Discovery Pursuant to Pa.R.C.P. 4009.22 filed on behalf of Plaintiffs, Donald L. Bohensky and Hazel F. Bohensky, was forwarded on the 30th day of October, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Ross E. Ferraro, Esquire
Ferraro & Young
690 Main Street
Brockway, PA 15824


David J. Hopkins, Esquire
Attorney for Plaintiffs

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

Type of Pleading: Notice of Intent
to Serve Subpoena to Produce Documents
and Things for Discovery Pursuant to
Pa.R.C.P. 4009.22

Filed on behalf of: Plaintiffs

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

OCT 31 2001

William A. Shaw
Prothonotary

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

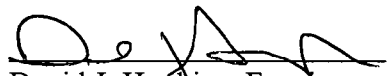
No. 01 – 1257 C.D.

**NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE
DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO
Pa.R.C.P. 4009.22**

TO: Bomar Real Estate
R.D. #3
DuBois, PA 15801

Plaintiffs, Donald L. Bohensky and Hazel F. Bohensky, intends to serve a Subpoena identical to the one that is attached to this Notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the Subpoena. If no objection is made, the Subpoena may be served.

Dated: 10 - 20 - 01


David J. Hopkins, Esquire

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Donald L. Bohensky
Hazel F. Bohensky
Plaintiff(s)

Vs.

Timothy J. Raffeinner
Mary Miksich
Defendant(s)

No. 2001-01257-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE
4009.22

TO: Bomar Real Estate

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

Entire Bohensky to Raffeinner/Miksich file

The Hopkins Law Firm (Address)
900 Beaver Drive, DuBois, PA 15801

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: David J. Hopkins, Esquire

ADDRESS: 900 Beaver Drive
DuBois, PA 15801

TELEPHONE: 814-375-0300

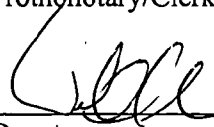
SUPREME COURT ID # 42519

ATTORNEY FOR: Plaintiffs

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Monday, October 22, 2001
Seal of the Court


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

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.


No. 01 – 1257 C.D.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Notice of Intent to Serve Subpoena to Produce Documents and Things for Discovery Pursuant to Pa.R.C.P. 4009.22 filed on behalf of Plaintiffs, Donald L. Bohensky and Hazel F. Bohensky, was forwarded on the 30th day of October, 2001, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Ross E. Ferraro, Esquire
Ferraro & Young
690 Main Street
Brockway, PA 15824


David J. Hopkins, Esquire
Attorney for Plaintiffs

FILED

013:48-84
OCT 31 2001

William A. Shaw
Prothonotary

NO
CC
9/21

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

DONALD L. BOHENSKY and HAZEL :

F. BOHENSKY, husband and wife :

-vs-

No. 01 - 1257 - CD

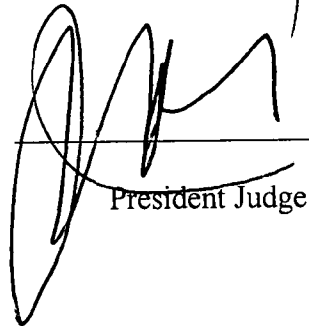
TIMOTHY J. RAFFEINNER and :

MARY MIKSICH :

ORDER

NOW, this 14th day of December, 2001, following argument into Preliminary Objections filed on behalf of Plaintiffs to Defendants' Counterclaim, it is the ORDER of this Court that said Objections be and are hereby sustained to the extent that all allegations contained in Defendants' Counterclaim shall be treated as New Matter and be disposed of in that fashion at trial.

By the Court,



President Judge

FILED

DEC 14 2001

0/3:42 p.m. (En)
William A. Shaw

Prothonotary

2 cc to atty.

WAS

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

DONALD L. BOHENSKY and HAZEL :

F. BOHENSKY, husband and wife :

-vs-

: No. 01 - 1257 - CD

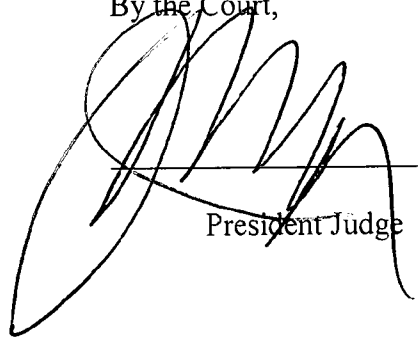
TIMOTHY J. RAFFEINNER and :

MARY MIKSICH :

ORDER

NOW, this 16th day of January, 2002, it is the ORDER of this Court that Order dated December 14, 2001, in the above-captioned matter shall be and is hereby amended to read that Defendants' claim for counsel fees shall be addressed at a separate subsequent action to be filed by Defendants at the conclusion of trial, if the record should substantiate the same.

By the Court,



President Judge

FILED

.IAN 16 2002

William A. Shaw
Prothonotary

FILED

JAN 16 2002

03:43 p.m.

William A. Shaw

Prattorney

1 cc to Att Ferraro
1 cc to Att Heltzel

[Handwritten signature]

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

Type of Pleading: Preliminary Objections
to Defendants' Counterclaim

Filed on behalf of: Plaintiffs

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No.42519
900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

SEP 12 2001

William A. Shaw
Prothonotary

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

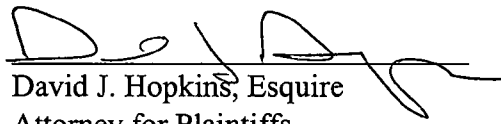
TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Preliminary Objections to Defendants' Counterclaim was forwarded on the 10th day of September, 2001, by U.S. Mail, postage prepaid, addressed as follows:

Ross F. Ferraro, Esquire
Ferraro & Young
690 Main Street
Brockway, PA 15824


David J. Hopkins, Esquire
Attorney for Plaintiffs
900 Beaver Drive
DuBois, PA 15801

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

v.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01-1257 C.D.

Type of Pleading: **DEFENDANTS'**
ANSWER, NEW MATTER
AND COUNTERCLAIM

Filed on behalf of: Defendants

Counsel of Record for this Party:
R. EDWARD FERRARO, ESQ.
Supreme Court No. 05880
ROSS F. FERRARO, ESQ.
Supreme Court No. 79218

FERRARO & YOUNG
690 Main Street
Brockway, PA 15824
(814) 268-2202

FILED

AUG 27 2001

William A. Shaw
Prothonotary

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

DONALD L. BOHENSKY and HAZEL :
F. BOHENSKY, husband and wife, :
Plaintiffs :

v. :

No. 01-1257 C.D. :

TIMOTHY J. RAFFEINNER and :
MARY MIKSICH, :
Defendants :

NOTICE TO DEFEND

TO PLAINTIFFS:

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 Answer, New Matter and Counterclaim are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a Judgment may be entered against you by the Court without further notice for any money claimed in the Counterclaim or for any other claim or relief requested by the Defendants. You may lose money or property or other rights important to you.

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

OFFICE OF THE COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
Telephone: (814) 765-2641

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

v.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01-1257 C.D.

ANSWER, NEW MATTER AND COUNTERCLAIM

AND NOW, come the Defendants, **TIMOTHY J. RAFFEINNER** and **MARY MIKSICH**, by and through their Attorneys, **FERRARO & YOUNG**, and set forth the following Answer, New Matter and Counterclaim:

ANSWER

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted in part and Denied in part. It is Admitted that on or about August 9, 2000, that Plaintiffs and Defendants entered into an Agreement of Sale in which the Defendants were considering the purchase of the Plaintiffs' real property and improvements, and that a tentative purchase price of \$135,000.00 was set forth in the same. However, it is **DENIED** that the Defendants had completely agreed to purchase the Plaintiffs' home at that time, as there were certain contingencies that needed to be met such as correcting high radon levels

and Defendants having to check into the feasibility of a mortgage and financing through the bank, as well as overall satisfaction with Plaintiffs' home, which was not met. By way of further response, your Defendants gave the Plaintiffs proper and reasonable notice that they did not intend on purchasing the Plaintiffs' real property.

6. **DENIED.** It is Denied that under the terms of the Contract between Plaintiffs and Defendants, that the Defendants were obligated to purchase the Plaintiffs' property on or before September 21, 2000 as alleged in Paragraph 6 of Plaintiffs' Complaint, and strict proof of the same is demanded at Trial. By way of further response, the Defendants aver that under the terms of any Contract between the parties, certain contingencies such as the obtaining of feasible financing by the Defendants was required as well as reducing radon levels in the house by Plaintiffs, which delayed any proposed purchase date of the home, among other items.

7. Admitted in part and Denied in part. It is Admitted that the Contract between the parties obligated the Defendants to check into the feasibility of obtaining a mortgage, and that Defendants fully performed their obligation of the same. However, it is **DENIED** that the Defendants failed to make a good faith effort to check into the feasibility of a mortgage on the property, and any other allegations contained in Paragraph 7 of Plaintiffs' Complaint are Denied, and strict proof is demanded at Trial.

8. **DENIED.** It is Denied that the Defendants refused to close the real estate on or before September 21, 2000, and it is also Denied that any action by the Defendants constituted an alleged breach of contract between the Plaintiffs and Defendants, and strict proof of the allegations in Paragraph 8 of Plaintiffs' Complaint is demanded at Trial. By way of further response, the parties were unable to close the real estate transaction due to the fact that the Defendants were unable to obtain a mortgage that was feasible for them, thus making it impossible for them to perform any closing or purchase of the Plaintiffs' real estate, and in

addition, the Plaintiffs had failed to meet certain contingencies to make the property suitable for the Defendants to purchase.

9. Neither Admitted nor Denied, as Defendants are without sufficient information or knowledge to form a belief or answer as to the allegations of Paragraph 9 of Plaintiffs' Complaint, and strict proof of the same is demanded at Trial.

10. **DENIED.** It is Denied that there was any breach of any contract by Defendants, and it is Denied that Plaintiffs suffered any damages as alleged in Paragraph 10 of Plaintiffs' Complaint, and strict proof of all said allegations and damages is demanded at Trial.

WHEREFORE, Defendants respectfully demand judgment against the Plaintiffs, jointly and severally, dismissing any and all claims of the Plaintiffs in the amount of \$36,791.89, as well as any request for interest, costs of suit or attorneys fees, and that the Court dismiss all other requests for relief by the Plaintiffs, and demand that the Court order Plaintiffs to pay the Defendants' damages for cost of suit, attorneys fees and such other relief as the Court deems fair and equitable as a result of the Defendants having to defend this matter.

NEW MATTER

11. Defendants incorporate by reference herein the answers and averments set forth in the previous Paragraphs 1 through 10 of the within Answer, as though fully set forth at length herein.

12. The Agreement dated August 9, 2000 between the parties is **VOID**, due to the fact that Defendants were unable to conclude that the obtaining of a mortgage or financing was feasible, thus making the Contract void under the defense of impossibility of performance.

13. That under Paragraph 27 of the Agreement between the parties regarding the payment of damages for a default in purchasing the real estate at

the closing date, being time of the essence, it is specifically provided that the Plaintiffs are only entitled and are limited to retain the previous sums paid by Defendants, including the deposit monies, as liquidated damages for any breach or default of said Agreement to purchase the real estate.

14. That the Defendants did surrender the \$500.00 deposit monies to the Plaintiffs, to keep due to the fact that they would be unable to perform the Contract, it being impossible of performance, and the Plaintiffs election to retain the deposit monies in the amount of \$500.00 as liquidated damages, releases the Defendants from any further liability or obligation and the said Agreement is therefore void and unenforceable as to any alleged breaches or damages.

15. That the acceptance of the \$500.00 deposit amount by the Plaintiffs represents and accord and satisfaction of any obligations of the Defendants, as well as consent to void the Agreement for the purchase of the subject real estate, thereby making the Contract void and this matter moot.

16. That the Defendants **RAFFEINNER** and **MIKSICH** had also been shown the home by Fern Reiker, the Real Estate Agent for Coldwell Banker Developac Realty, and Ms. Reiker represented to the Defendants that if they chose not to go through with the purchase of the subject real estate, then the Defendants would only be responsible or liable for the \$500.00 deposit amount under the Agreement.

17. That the Defendants reasonably relied on the representations made by Ms. Reiker and Coldwell Banker and signed any listing agreements and offers pursuant to the belief that they would only have to pay the \$500.00 deposit to the Plaintiffs **BOHENSKY**, if they chose that it was not feasible to proceed with the purchase of the real estate; and that in addition to the Agreement, the payment and acceptance of this \$500.00 amount by the Plaintiffs satisfies any and all obligations or liability to the Plaintiffs in this matter.

WHEREFORE, Defendants respectfully demand judgment in their favor against the Plaintiffs, jointly and severally, dismissing all claims of the Plaintiffs in their Complaint, and awarding the Defendants herein judgment against the Plaintiffs for costs of suit, attorneys fees and other such relief as the Court deems appropriate.

COUNTERCLAIM

18. Defendants incorporate by reference herein the answers and averments set forth in the previous Paragraphs 1 through 17 of the within Answer and New Matter as though fully set forth at length herein.

19. That the Plaintiffs are well aware that the acceptance of the \$500.00 deposit amount by them is a satisfaction of any obligation by the Defendants under the Agreement between the parties, and thus makes the Agreement void, thereby relieving the Defendants of any further monetary obligation or liability to Plaintiffs.

20. That the Plaintiffs' pursuit of the instant Complaint and litigation against the Defendants is arbitrary and vexatious, and in bad faith, in forcing the Defendants to have to defend the Complaint.

21. That the Defendants have and will continue to suffer damages for attorneys fees and costs of suit, in excess of \$3,000.00 in having to defend and respond to this matter.

22. That the Plaintiffs' sale of their home for a \$105,000.00 selling price is unreasonable, in that the market value is approximately \$144,900.00, as reflected in the Plaintiffs' listing with the newspaper (see attached Advertisement as **Exhibit "A"**).

22. The Defendants further aver that the subject home has an appraisal value of \$138,000.00 (see the Appraisal attached as **Exhibit "B"**).

23. To the extent that this Court finds the Defendants liable for any amount, that the Plaintiffs be ordered to pay an amount of \$40,000.00 to Defendants for their failure to mitigate any alleged damages under the Agreement

between the parties, in selling the home for \$105,000.00 even though that Agreement is now void.

WHEREFORE, your Defendants respectfully request that this Honorable Court enter judgment in their favor and against the Plaintiffs in the amount of \$43,000.00, plus interest and costs of suit, as well as any other relief the Court deems appropriate.

Respectfully submitted,
FERRARO & YOUNG

BY: 

Ross F. Ferraro, Esquire
Attorney for Defendants,
Timothy J. Raffeiinner and
Mary Miksich

VERIFICATION

We, **TIMOTHY J. RAFFEINNER** and **MARY MIKSICH**, verify that the statements made in the within Answer, New Matter and Counterclaim are true and correct. We understand false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 8/22/01

Timothy J. Raffeinner
Timothy J. Raffeinner

Date: 8/22/01

Mary Miksich
Mary Miksich

BY Timothy J. Raffeinner

Farm Equipment 475

WELGER R.P. 12 round baler and wrapper. Excellent condition, shed kept. 653-2058.

Lawn/Garden 487

CHIPPER/SHREDDER - 6HP - used twice - \$600. Self propelled 5HP yard vac - \$250. 371-9596 after 5:30PM

Fruits/Vegetables 490

GRAPEJUICE and supplies for home wine making. Beginner winemaking kits \$32.99 each. Call 653-8646.

RENTALS

500-545

Apartments 500

Equal Housing Opportunity

All real estate advertising in this newspaper is subject to the Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial or national origin, or an intention to make any such preference, limitation or discrimination."

This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in the newspaper are available on an equal opportunity basis. To complain of discrimination call HUD Toll-Free at 1-800-669-9777. For the Western PA area please call HUD at (412) 644-6965. The toll-free telephone number for the hearing impaired is 1-800-927-9275.

Apartments 500

Advertise Here! 371-4200

BROCKWAY - 1 bedroom, located downtown. Utilities included. Security deposit required. No pets. \$350 per month. 265-8090.

BROCKWAY - 2 nice apartments. 1 bedroom and 3 bedroom. Off street parking. Call 268-1004.

BROCKWAY - 800 Main St. Single bedroom, washer, dryer, stove, refrigerator, newly remodeled. \$350. 265-0077.

BROCKWAY - downstairs, 2 bedroom apartment. Stove and refrigerator, laundry hookup. \$270 per month plus utilities. Security deposit required. No pets. 265-4825.

BROCKWAY - Main Street - 2 bedroom apartment. Appliances included. Laundry facility on premises. No pets. \$325 per month. 265-8090.

BROCKWAY - Spacious 2 bedroom, residential area. \$480/month, utilities included. 265-6155.

Place Your Ad STATEWIDE Through The Pennsylvania Classified Ad Network (PennSCAN) For more information Call The Courier-Express Classified Dept. 371-4200 Ext. 111

Apartments 500

BROCKPORT - Completely furnished apartment. 1 bedroom. No pets. 268-4491.

BROOKVILLE - 1 Bedroom Apartment with country setting. Includes water, sewage, cable and garbage. \$300/mo. plus deposit and lease. 856-3553.

BROOKVILLE - 1 Bedroom, 2nd floor. Stove and refrigerator included. \$200/mo. with security deposit and 1 yr. lease. 849-3130.

BROOKVILLE - Apartments available immediately at King George Apartments (4) 2 Bedroom Units - \$419/mo. and (2) 1 Bedroom Units - \$379/mo. Water, sewer & garbage included. Lease required. No pets. Call 849-3303 or 412-441-1400.

BROOKVILLE - Attractive Garage Apartment, 1 bedroom. Stove, refrigerator, washer, dryer included. Storage, off street parking. Like having your own house! \$550/mo. plus utilities, security deposit and lease. No pets. 849-4900.

DUBOIS - 1 bedroom, 3rd floor, \$275 plus utilities plus security. Call 371-8984.

DUBOIS - 2 1/2 bedroom, large 2nd floor, newly remodeled, deck. \$350+ 583-5374.

DUBOIS - 2 bedroom duplex, \$390 plus security and utilities. Hook-ups, parking, porch, deck. 371-2812.

DUBOIS - 2 bedroom: upstairs apartment, nice, clean, all appliances, great location, \$450 plus security and 1/3 gas. Water and sewage is provided. No pets. 375-2259.

DUBOIS - 2 bedroom, 2nd floor, off street parking, appliances. Available 11/1. \$350+. 375-1136.

DUBOIS - 2 bedroom, furnished, all utilities included. \$525 month. 371-5436.

DUBOIS - 2 bedroom, with stove and refrigerator, \$250. Call 785-6216.

DUBOIS - 23 W. Washington Ave., newly remodeled. \$350, no pets. 371-6998.

DUBOIS - Appliances included. Large 1 bedroom. \$285 per month. 583-7748.

DUBOIS - recently remodeled, 1st floor, 2 bedroom apartment. Off street parking. 265-0792.

DUBOIS - student furnished 2 bedroom duplex, \$490 plus security. In-

Apartments 500

FALLS CREEK - cozy 1 bedroom, on Main St., appliances, porch, \$275+ security+ utilities. 371-2812.

FALLS CREEK - Shared housing, \$175-\$200 month/with utilities & HBO. 375-9388.

KNOX DALE - 2 bedroom apartment with washer & dryer hookup. Call 856-3553.

REYNOLDSVILLE - 1 bedroom, \$240 plus utilities. 653-9276.

REYNOLDSVILLE - 2 bedroom apartment, Main St. location, \$325 per month plus utilities and security. No pets. Available immediately. Call 653-2000.

REYNOLDSVILLE - 2 units, 1 bedroom each. Appliances, heat, water & sewage. \$300 - \$325 plus electric. 653-2930.

ST. MICHAEL TERRACE

111 W. Long Ave.
DuBois, PA 15801

TWO BEDROOM APT. AVAILABLE NOW!

Applications are available for One & Two Bedroom Suites

- Low & Moderate Incomes
- Elderly (62 or over)
- Handicapped
- Warm & Friendly Atmosphere
- Rents Based On Income
- Utility Allowance
- Within Walking Distance of Stores
- Bus Service Available
- Community Room, Movie Room, Crafts Room, Billiards Room
- Laundry on Premises

For info or an appt. call (814)371-1200 Monday - Friday



SYKESVILLE - nice 2 bedroom apartment, \$425. Utilities included. 653-8583.

SYKESVILLE - Two bedroom townhouse, \$330 per month includes all utilities except electric. Gas heat. Phone 1-888-385-8883.

Business Property 505**Business Property 505**

DUBOIS - Office for rent - 5 rooms, approximately 1250 sq. ft., private parking. Near High School. \$725/month. 371-6906.

RIDGWAY Area - Commercial space available for storage or manufacturing. 1-800-255-1310 or 776-1310.

Houses 515

BROOKVILLE - Cozy 2 Bedroom house, new carpet, laundry hookups, large yard, share garage. No pets. \$275/mo. plus utilities and deposit. 849-8853.

BROOKVILLE - Small 2 Bedroom house. No pets. \$175/mo. plus deposit and utilities. 849-8853.

Check This Out!

DUBOIS - 3 bedroom, 1 1/4 bath, living-dining rooms, kitchen & den, fridge, stove, washer & dryer \$475 + utilities & security. 653-2779 - evenings, 371-1205 - days.

DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.

DUBOIS - 4 bedroom, \$425 + utilities & security. No pets. References. 375-0613.

DUBOIS - nice 2 story, 3 bedroom, 1 3/4 bath, \$450, 1 year lease, no dogs. 653-9587.

Reynoldsville - 3 bedroom, near elementary school, \$400 plus, 371-5539.

Miscellaneous 520

SALEM - Attention Seniors Assisted yet independent living apartment. Cleaning, laundry, transportation, shopping and meal provided. Call 583-5560.

Mobile Homes/Sites 525

DUBOIS - 2 bedroom - water, sewage & lot rent included. \$295. No dogs. 375-6988.

DUBOIS - 2 bedroom, 2 bath, appliances, nice location, \$385/month + utilities, security & references. 375-2779.

Storage Space 538

Storage - Cars - Boats - RV's, Lawn/Garden Equip., Patio Furniture. 371-3083.

Business Property 550

Advertise Here! 371-4200

Homes 570

www.tricountyhomes.com

Howard Hannan

Shippin Realty
220 Elm St., PO Box 84
Tionesta, PA 16353
Phone: (814)755-3518
Out Of The Area
(800)478-6565
FAX: (814)755-4502
pro@penn.com
www.hhiiook.com
After hours:
(814)463-9296 - (814)849-6206

GREAT BUSINESS OPPORTUNITIES**CLEAR CREEK STATE PARK AREA**

New and updated cottages (9) - restored farm house - ranch home - building with game room - large meeting room with large covered deck - pool - 50+/- acres of private, remote wooded tranquility. (Borders State Forest). Room to expand with more cottages/camp ground, etc. \$1,500,000.

BROOKVILLE AREA
Over 25,000 sq. ft. with fantastic location for machine shop, welding shop, assembly plant, retail mini mall, storage. \$450,000.

REAL ESTATE ONLY Rentals - Mini Storage - Long Term Leases on Carpet Store/Golf Store/Warehouse. Also apartment and offices on 3+ acres on Route 36 - 4 building (16,000) sq. ft. \$375,000.

COOK FOREST AREA
9 Unit Motel/Sporting Goods Store. Apartment, cabin, 3 bedroom ranch home on 3+ acres South of the Forest less than 3 miles. (HIGH PROFILE). \$279,000.

AMERICO'S ITALIAN RESTAURANT - Full service with liquor license, 3 bedroom ranch home located on 7 acres that border Cook Forest. High Volume. \$275,000.

COUNTRY STORE, Deli, Gift Shop - Room for restaurant, sporting goods store or "your choice" established high volume business. \$169,000.

ALLEGHENY FOREST (TIONESTA)

SKY JET Restaurant - full service, high volume money producer, updated with large banquet room, soft ice cream window, possible gift shop.

Homes 570**CUSTOM MODULAR HOMES**

Built from your plans or ours. We do it all, One Contractor, One Price. Tri-County Homes Inc. (Custom Modular Homes since 1962).

FREE QUOTES

1-800-540-1295

www.tricountyhomes.com

DUBOIS - 2 story house on Evergreen St. with 3 bedrooms, 1 1/4 bath, fireplace, central air, hardwood floors, single car garage. \$70,000 or best offer. 375-5019.

DUBOIS - By owner, 5 bedrooms, 2 baths, large older home on nice city lot. 905 W. Washington Ave. Newer kitchen and furnace. \$67,000. Call 375-1269.

FOR REAL ESTATE CALL**RE/MAX**

375-4588

Mobile Home**BEST**

New 3 bedroom 14'x70'.....
New Sectional Home, 3 bedroom 2 bath.....

SABULA AREA

2.25 acres, 3 bdr,
1 1/2 bath, Florida Room with appliances.

\$97,900.

Call 375-0613

FAMILY

Rt. 322, 5 r (exit 20 on I

www.familymo

857-

Drywall: Homes bedr**FAMILY**

Rt. 322, 5 (exit 20 on I

Many new 1 bedroom, 2 from \$29,99 Family House days 12-5. 8

REPO CE

has large se and reposs ranging from 1 up to beautiful widas. Sorr hunting car available. C

REYNOL 110'x110' n home lots fo on site. 375-5

We'll Tra Manufact the state 814-637-552

Need Extra Cash?

Clean Out Your Closets And Make Some Quick Cash By Selling Your Unwanted Items!

Homes 570**Homes 570****MARK HOFFER, BROKER, CRB/GRI**

700 Liberty Blvd.
DuBois, PA 15801

371-2188



COMPLETE SUMMARY REPORT UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. NWSB-RAFFEINER

Property Address **Section 10, Lot 72, Treasure Lake** City **DuBois** State **PA** Zip Code **15801**
 County **Clearfield**
 Deed Book **1501, Page 93**
 Tax Year **2000** R.E. Taxes **\$2,229.22** Special Assessments **N/A**
 Assessor's Parcel No. **128-C2-10-72-21**
 Borrower **Timothy Raffeinner et al.** Current Owner **Donald/Hazel Bohensky** Occupant: ☒ Owner ☐ Tenant ☐ Vacant
 Property rights appraised ☒ Fee Simple ☐ Leasehold Project Type ☒ FUD ☐ Condominium (HUD/VA only) HOAS **38.75/Mo.**
 Neighborhood or Project Name **Treasure Lake** Map Reference **N/A** Census Tract **3304**
 Sale Price **\$135,000** Date of Sale **8/9/00** Description and amount of loan charges/concessions to be paid by seller **N/A**
 Lender/City **Northwest Savings Bank** Address **P.O. Drawer 128, Warren, PA 16365**
 Appraiser **Robert J. Fleck** Address **R.D. #3, Box 75, DuBois, PA 15801**

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Predominant occupancy	Single family housing	Present land use %	Land use change
Built up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	<input checked="" type="checkbox"/> Owner	PRICE \$ (000)	One family 29	<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely
Growth rate	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Stable	<input type="checkbox"/> Slow	<input type="checkbox"/> Tenant	35 Low New	2-4 family 0	<input type="checkbox"/> In process
Property values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Vacant (0-5%)	350 High 20	Multi-family 0	To:
Demand/supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In balance	<input type="checkbox"/> Over supply	<input type="checkbox"/> Vacant (over 5%)	100 Predominant	Commercial 2	
Marketing time	<input type="checkbox"/> Under 3 mos.	<input checked="" type="checkbox"/> 3-6 mos.	<input type="checkbox"/> Over 6 mos.		8 (Vacant)	69	

Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: **The subject's general market area consists of the Treasure Lake subdivision which includes approximately 8000 acres of land and 6400 lots.**
 Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
See Attached Addendum

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
Courthouse records and MLS statistics, as well as sale/resale of Treasure Lake properties support a 1-2% annual increase in property value. Typical marketing time of properties is 3-6 months. However, interest rates have been increasing which has a tendency to adversely impact property value, marketing time, and supply and demand. Conventional financing is typical for the area with creative forms of financing rarely used.

Project information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ YES ☒ NO
 Approximate total number of units in the subject project **6400** Approximate total number of units for sale in the subject project **400**
 Describe common elements and recreational facilities: **See Attached Addendum**

Dimensions **222.8 X 177.05 X 125 X 100**
 Site area **15649 Sq. Ft. +/-** Corner Lot ☐ Yes ☒ No
 Specific zoning classification and description **Planned Residential Development**
 Zoning compliance ☒ Legal ☐ Legal nonconforming (Grandfathered use) ☐ Illegal ☐ No zoning
 Highest & best use as improved: ☒ Present use ☐ Other use (explain)
 Utilities: Public Other Off-site improvements Type Public Private
 Electricity ☒ Street **Asphalt Paving**
 Gas ☒ Curb/gutter **None**
 Water ☒ Sidewalk **Service**
 Sanitary sewer ☒ Street lights **None**
 Storm sewer ☐ N/A **None**
 Topography **Basically level**
 Size **Superior for area**
 Shape **Irregular**
 Drainage **Appears adequate**
 View **See comments**
 Landscaping **Good**
 Driveway Surface **Concrete**
 Apparent easements **None visible**
 FEMA Special Flood Hazard Area ☐ Yes ☒ No
 FEMA Zone **X** Map Date **9/6/89**
 FEMA Map No. **421191 0005 B**

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning, use, etc.): **See Attached Addendum.**

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	One	Foundation	Conc. Blk.	Slab	No	Area Sq. Ft.	1372	Roof	<input type="checkbox"/>
No. of Stories	One	Exterior Walls	Vinyl Sids	Crawl Space	None	% Finished	90%	Ceiling	<input checked="" type="checkbox"/>
Type (Det./Apt.)	Detached	Roof Surface	Asph. Shg.	Basement	Full	Ceiling	Susp. Tile	Walls	<input checked="" type="checkbox"/>
Design (Style)	Ranch	Gutters & Dwnsp.	Aluminum	Sump Pump	None	Walls	Paneled/**	Floor	<input type="checkbox"/>
Existing/Proposed	Existing	Window Type	Casement	Dampness	None noted	Floor	Carpet/**	None	<input type="checkbox"/>
Age (Yrs.)	7	Storm/Screen	Thermo/Yes	Settlement	None noted	Outside Entry	X	Unknown	<input type="checkbox"/>
Effective Age (Yrs.)	3	Manufactured House	No	Infestation	None noted	*Drywall **Vinyl			

ROOMS	Forst	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												
Level 1	X	X		X				3	2	X		1,372
Level 2												1,372

Finished area above grade contains: **5 Rooms: 3 Bedroom(s): 2 Bath(s): 1,372 Square Feet of Gross Living Area**

INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE:	
Floors	Carpet/Vinyl G	Type	H.W.	Refrigerator	<input checked="" type="checkbox"/>	None	<input type="checkbox"/>	Hearth(s) #	<input type="checkbox"/>	None	<input type="checkbox"/>
Walls	Drywall G	Fuel	Gas	Range/Oven	<input checked="" type="checkbox"/>	Stairs	<input type="checkbox"/>	Patio	<input type="checkbox"/>	Garage	# of cars
Trim/Finish	Oak G	Condition	Good	Disposal	<input type="checkbox"/>	Drop Stair	<input type="checkbox"/>	Dock	<input checked="" type="checkbox"/>	Attached	2
Bath Floor	Vinyl G	COOLING		Dishwasher	<input checked="" type="checkbox"/>	Scuttle	<input checked="" type="checkbox"/>	Porch	<input checked="" type="checkbox"/>	Detached	
Bath Wainscot	Fiberglass G	Central	None	Fan/Hood	<input checked="" type="checkbox"/>	Floor	<input type="checkbox"/>	Fence	<input type="checkbox"/>	Built-in	
Doors	Wood H. Core G	Other	None	Microwave	<input type="checkbox"/>	Heated	<input type="checkbox"/>	Pool	<input type="checkbox"/>	Carport	
		Condition	N/A	Washer/Dryer	<input type="checkbox"/>	Finished	<input type="checkbox"/>	Boat Dock	<input checked="" type="checkbox"/>	Driveway	Adeq.

Additional features (special energy efficient items, etc.): **See Attached Addendum.**

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: **See Attached Addendum.**

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: **There are no adverse environmental conditions known to the appraiser.**

COMPLETE SUMMARY REPORT UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. NWSB-RAFFENNER

on Section		ESTIMATED SITE VALUE		25,000		Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): Site value is based on review of recent land sales. The Marshall & Swift Valuation Service was used to calculate reproduction cost new, reinforced by appraiser's files, local cost data and market conditions. Physical depreciation is based on age/life method.																																																																																																																																																																											
INDICATED REPRODUCTION COST-NEW OF IMPROVEMENTS:																																																																																																																																																																																	
Dwelling		1,372 Sq. Ft. @ \$ 58.07		= \$ 79,672																																																																																																																																																																													
Bmnt.		1372 Sq. Ft. @ \$ 8.60		= \$ 11,799																																																																																																																																																																													
Features				= \$ 23,900																																																																																																																																																																													
Garage/Carport		480 Sq. Ft. @ \$ 18.00		= \$ 8,640																																																																																																																																																																													
Total Estimated Cost New				= \$ 124,011																																																																																																																																																																													
Less		Physical		Functional		External																																																																																																																																																																											
Depreciation		7%		2%		0%																																																																																																																																																																											
						= \$ 11,161																																																																																																																																																																											
Depreciated Value of Improvements						= \$ 112,850																																																																																																																																																																											
"As-is" Value of Site Improvements						= \$ 3,000																																																																																																																																																																											
INDICATED VALUE BY COST APPROACH						= \$ 140,900																																																																																																																																																																											
<table border="1"> <thead> <tr> <th>ITEM</th> <th>SUBJECT</th> <th>COMPARABLE NO. 1</th> <th>COMPARABLE NO. 2</th> <th>COMPARABLE NO. 3</th> </tr> </thead> <tbody> <tr> <td>Section 10, Lot 72, T.L.</td> <td>Section 5 Lot 25</td> <td>Section 4 Lot 47</td> <td>Section 4 Lots 77/78</td> <td></td> </tr> <tr> <td>Address DuBois, PA</td> <td>T.L., DuBois, PA</td> <td>T.L., DuBois, PA</td> <td>T.L., DuBois, PA</td> <td></td> </tr> <tr> <td>Proximity to Subject</td> <td>1 mile across lake</td> <td>1 mile across lake</td> <td>1 mile across lake</td> <td></td> </tr> <tr> <td>Sales Price</td> <td>\$ 135,000</td> <td>\$ 150,000</td> <td>\$ 118,000</td> <td>\$ 112,500</td> </tr> <tr> <td>Price/Gross Liv. Area</td> <td>\$ 98.40 p/sf</td> <td>\$ 90.91 p/sf</td> <td>\$ 80.60 p/sf</td> <td>\$ 74.40 p/sf</td> </tr> <tr> <td>Date and/or Verification Source</td> <td>Inspection Sale Agmt. Realtor</td> <td>Inspection Realtor</td> <td>Inspection Realtor</td> <td>Inspection Realtor</td> </tr> <tr> <td>VALUE ADJUSTMENTS</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> </tr> <tr> <td>Sales or Financing</td> <td>Conventional</td> <td>Conventional</td> <td>Conventional</td> <td>Conventional</td> </tr> <tr> <td>Concessions</td> <td>None</td> <td>None</td> <td>None</td> <td>None</td> </tr> <tr> <td>Date of Sale/Time</td> <td>10/29/99</td> <td>10/29/99</td> <td>7/14/00</td> <td>9/25/00</td> </tr> <tr> <td>Location</td> <td>Suburban/Good</td> <td>Suburban/Good</td> <td>Suburban/Good</td> <td>Suburban/Good</td> </tr> <tr> <td>Leasehold/Fee Simple</td> <td>Fee</td> <td>Fee</td> <td>Fee</td> <td>Fee</td> </tr> <tr> <td>Site</td> <td>Good</td> <td>Good</td> <td>Good</td> <td>Good</td> </tr> <tr> <td>View</td> <td>Average-Lakefront</td> <td>Sup.-Lakefront</td> <td>Off Lake</td> <td>Off Lake-2 L</td> </tr> <tr> <td>Design and Appeal</td> <td>Ranch/Good</td> <td>Ranch/Good</td> <td>Ranch/Good</td> <td>Ranch/Inf.</td> </tr> <tr> <td>Quality of Construction</td> <td>Above Average</td> <td>Above Average</td> <td>Above Average</td> <td>Average</td> </tr> <tr> <td>Age</td> <td>7 Years</td> <td>11 Years</td> <td>6 Years</td> <td>6 Years</td> </tr> <tr> <td>Condition</td> <td>Good</td> <td>Good</td> <td>Good</td> <td>Good</td> </tr> <tr> <td>Above Grade</td> <td>Total: 1372 Sq. Ft.</td> <td>Total: 1,650 Sq. Ft.</td> <td>Total: 1,464 Sq. Ft.</td> <td>Total: 1,512 Sq. Ft.</td> </tr> <tr> <td>Room Count</td> <td>5:3</td> <td>2:6:3</td> <td>5:3:2.5</td> <td>6:3:2</td> </tr> <tr> <td>Gross Living Area</td> <td>1,372 Sq. Ft.</td> <td>1,650 Sq. Ft.</td> <td>1,464 Sq. Ft.</td> <td>1,512 Sq. Ft.</td> </tr> <tr> <td>Basement & Finished</td> <td>1372 Sq. Ft.</td> <td>Superior</td> <td>Similar</td> <td>Similar</td> </tr> <tr> <td>Rooms Below Grade</td> <td>1234 SF Fin.</td> <td>Bath Only</td> <td>Unfinished</td> <td>Sim. Finish</td> </tr> <tr> <td>Functional Utility</td> <td>Average</td> <td>Average</td> <td>Superior</td> <td>Superior</td> </tr> <tr> <td>Heating/Cooling</td> <td>Gas H.W.</td> <td>Gas H.W.</td> <td>Gas FWA/AC</td> <td>Gas H.W.</td> </tr> <tr> <td>Energy Efficient Items</td> <td>Alt. Heat</td> <td>None</td> <td>None</td> <td>None</td> </tr> <tr> <td>Garage/Carport</td> <td>2 Att. Garage</td> <td>2 Att. Garage</td> <td>2 Att. Garage</td> <td>2 Car Integ.</td> </tr> <tr> <td>Porch, Patio, Deck</td> <td>Porches, Dock</td> <td>Similar</td> <td>Porches</td> <td>Porches</td> </tr> <tr> <td>Fireplace(s), etc.</td> <td>P. Drive</td> <td>Drive/F.P.</td> <td>Drive/F.P.</td> <td>P. Drive</td> </tr> <tr> <td>Fence, Pool, etc.</td> <td>Trim/Skylight</td> <td>Inf./Skylight</td> <td>Inf. Trim</td> <td>None</td> </tr> <tr> <td>Kit. Equip.</td> <td>Appliances</td> <td>Similar</td> <td>Inferior</td> <td>Similar</td> </tr> <tr> <td>Net Adj. (total)</td> <td></td> <td>+ \$ 13,800</td> <td>+ \$ 20,000</td> <td>+ \$ 26,300</td> </tr> <tr> <td>Adjusted Sales Price of Comparable</td> <td></td> <td>\$ 136,200</td> <td>\$ 138,000</td> <td>\$ 138,800</td> </tr> </tbody> </table>								ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	Section 10, Lot 72, T.L.	Section 5 Lot 25	Section 4 Lot 47	Section 4 Lots 77/78		Address DuBois, PA	T.L., DuBois, PA	T.L., DuBois, PA	T.L., DuBois, PA		Proximity to Subject	1 mile across lake	1 mile across lake	1 mile across lake		Sales Price	\$ 135,000	\$ 150,000	\$ 118,000	\$ 112,500	Price/Gross Liv. Area	\$ 98.40 p/sf	\$ 90.91 p/sf	\$ 80.60 p/sf	\$ 74.40 p/sf	Date and/or Verification Source	Inspection Sale Agmt. Realtor	Inspection Realtor	Inspection Realtor	Inspection Realtor	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	Sales or Financing	Conventional	Conventional	Conventional	Conventional	Concessions	None	None	None	None	Date of Sale/Time	10/29/99	10/29/99	7/14/00	9/25/00	Location	Suburban/Good	Suburban/Good	Suburban/Good	Suburban/Good	Leasehold/Fee Simple	Fee	Fee	Fee	Fee	Site	Good	Good	Good	Good	View	Average-Lakefront	Sup.-Lakefront	Off Lake	Off Lake-2 L	Design and Appeal	Ranch/Good	Ranch/Good	Ranch/Good	Ranch/Inf.	Quality of Construction	Above Average	Above Average	Above Average	Average	Age	7 Years	11 Years	6 Years	6 Years	Condition	Good	Good	Good	Good	Above Grade	Total: 1372 Sq. Ft.	Total: 1,650 Sq. Ft.	Total: 1,464 Sq. Ft.	Total: 1,512 Sq. Ft.	Room Count	5:3	2:6:3	5:3:2.5	6:3:2	Gross Living Area	1,372 Sq. Ft.	1,650 Sq. Ft.	1,464 Sq. Ft.	1,512 Sq. Ft.	Basement & Finished	1372 Sq. Ft.	Superior	Similar	Similar	Rooms Below Grade	1234 SF Fin.	Bath Only	Unfinished	Sim. Finish	Functional Utility	Average	Average	Superior	Superior	Heating/Cooling	Gas H.W.	Gas H.W.	Gas FWA/AC	Gas H.W.	Energy Efficient Items	Alt. Heat	None	None	None	Garage/Carport	2 Att. Garage	2 Att. Garage	2 Att. Garage	2 Car Integ.	Porch, Patio, Deck	Porches, Dock	Similar	Porches	Porches	Fireplace(s), etc.	P. Drive	Drive/F.P.	Drive/F.P.	P. Drive	Fence, Pool, etc.	Trim/Skylight	Inf./Skylight	Inf. Trim	None	Kit. Equip.	Appliances	Similar	Inferior	Similar	Net Adj. (total)		+ \$ 13,800	+ \$ 20,000	+ \$ 26,300	Adjusted Sales Price of Comparable		\$ 136,200	\$ 138,000	\$ 138,800
ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3																																																																																																																																																																													
Section 10, Lot 72, T.L.	Section 5 Lot 25	Section 4 Lot 47	Section 4 Lots 77/78																																																																																																																																																																														
Address DuBois, PA	T.L., DuBois, PA	T.L., DuBois, PA	T.L., DuBois, PA																																																																																																																																																																														
Proximity to Subject	1 mile across lake	1 mile across lake	1 mile across lake																																																																																																																																																																														
Sales Price	\$ 135,000	\$ 150,000	\$ 118,000	\$ 112,500																																																																																																																																																																													
Price/Gross Liv. Area	\$ 98.40 p/sf	\$ 90.91 p/sf	\$ 80.60 p/sf	\$ 74.40 p/sf																																																																																																																																																																													
Date and/or Verification Source	Inspection Sale Agmt. Realtor	Inspection Realtor	Inspection Realtor	Inspection Realtor																																																																																																																																																																													
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION																																																																																																																																																																													
Sales or Financing	Conventional	Conventional	Conventional	Conventional																																																																																																																																																																													
Concessions	None	None	None	None																																																																																																																																																																													
Date of Sale/Time	10/29/99	10/29/99	7/14/00	9/25/00																																																																																																																																																																													
Location	Suburban/Good	Suburban/Good	Suburban/Good	Suburban/Good																																																																																																																																																																													
Leasehold/Fee Simple	Fee	Fee	Fee	Fee																																																																																																																																																																													
Site	Good	Good	Good	Good																																																																																																																																																																													
View	Average-Lakefront	Sup.-Lakefront	Off Lake	Off Lake-2 L																																																																																																																																																																													
Design and Appeal	Ranch/Good	Ranch/Good	Ranch/Good	Ranch/Inf.																																																																																																																																																																													
Quality of Construction	Above Average	Above Average	Above Average	Average																																																																																																																																																																													
Age	7 Years	11 Years	6 Years	6 Years																																																																																																																																																																													
Condition	Good	Good	Good	Good																																																																																																																																																																													
Above Grade	Total: 1372 Sq. Ft.	Total: 1,650 Sq. Ft.	Total: 1,464 Sq. Ft.	Total: 1,512 Sq. Ft.																																																																																																																																																																													
Room Count	5:3	2:6:3	5:3:2.5	6:3:2																																																																																																																																																																													
Gross Living Area	1,372 Sq. Ft.	1,650 Sq. Ft.	1,464 Sq. Ft.	1,512 Sq. Ft.																																																																																																																																																																													
Basement & Finished	1372 Sq. Ft.	Superior	Similar	Similar																																																																																																																																																																													
Rooms Below Grade	1234 SF Fin.	Bath Only	Unfinished	Sim. Finish																																																																																																																																																																													
Functional Utility	Average	Average	Superior	Superior																																																																																																																																																																													
Heating/Cooling	Gas H.W.	Gas H.W.	Gas FWA/AC	Gas H.W.																																																																																																																																																																													
Energy Efficient Items	Alt. Heat	None	None	None																																																																																																																																																																													
Garage/Carport	2 Att. Garage	2 Att. Garage	2 Att. Garage	2 Car Integ.																																																																																																																																																																													
Porch, Patio, Deck	Porches, Dock	Similar	Porches	Porches																																																																																																																																																																													
Fireplace(s), etc.	P. Drive	Drive/F.P.	Drive/F.P.	P. Drive																																																																																																																																																																													
Fence, Pool, etc.	Trim/Skylight	Inf./Skylight	Inf. Trim	None																																																																																																																																																																													
Kit. Equip.	Appliances	Similar	Inferior	Similar																																																																																																																																																																													
Net Adj. (total)		+ \$ 13,800	+ \$ 20,000	+ \$ 26,300																																																																																																																																																																													
Adjusted Sales Price of Comparable		\$ 136,200	\$ 138,000	\$ 138,800																																																																																																																																																																													
Comments on Sales Comparison (Including the subject property's compatibility to the neighborhood, etc.): See Attached Addendum.																																																																																																																																																																																	
<table border="1"> <thead> <tr> <th>ITEM</th> <th>SUBJECT</th> <th>COMPARABLE NO. 1</th> <th>COMPARABLE NO. 2</th> <th>COMPARABLE NO. 3</th> </tr> </thead> <tbody> <tr> <td>Date, Price and Date</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>Source for prior sales</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>Within year of appraisal</td> <td>Deed</td> <td>Appr. Files/MLS</td> <td>Appr. Files/MLS</td> <td>Appr. Files/MLS</td> </tr> </tbody> </table>								ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	Date, Price and Date	N/A	N/A	N/A	N/A	Source for prior sales	N/A	N/A	N/A	N/A	Within year of appraisal	Deed	Appr. Files/MLS	Appr. Files/MLS	Appr. Files/MLS																																																																																																																																																						
ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3																																																																																																																																																																													
Date, Price and Date	N/A	N/A	N/A	N/A																																																																																																																																																																													
Source for prior sales	N/A	N/A	N/A	N/A																																																																																																																																																																													
Within year of appraisal	Deed	Appr. Files/MLS	Appr. Files/MLS	Appr. Files/MLS																																																																																																																																																																													
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: See Attached Addendum.																																																																																																																																																																																	
INDICATED VALUE BY SALES COMPARISON APPROACH: \$ 138,000																																																																																																																																																																																	
INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A / Mo. x Gross Rent Multiplier N/A = \$ N/A																																																																																																																																																																																	
This appraisal is made <input checked="" type="checkbox"/> "as is" <input type="checkbox"/> subject to the repairs, alterations, inspections or conditions listed below <input type="checkbox"/> subject to completion per plans and specifications.																																																																																																																																																																																	
Conditions of Appraisal: See Attached Addendum.																																																																																																																																																																																	
<p>Final Reconciliation The Direct Sales Analysis is reflective of actual market conditions and considered the better indication of value. The low effective age of the dwelling, however, increases the reliability of the Cost Approach which reinforces the indication from the Direct Sales Analysis.</p> <p>The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6/93).</p> <p>(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF September 29, 2000 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 138,000</p>																																																																																																																																																																																	
APPRAISER: Signature: <i>Robert J. Fleck</i> Name: Robert J. Fleck, G.R.I. Date Report Signed: October 6, 2000 State Certification #: GA-000574-L Or State License #:				SUPERVISORY APPRAISER (ONLY IF REQUIRED): Signature: _____ Name: _____ Date: _____ State Certification #: _____ Or State License #: _____																																																																																																																																																																													
APPRAISAL MADE ONLY FOR _____ USE OF NORTHWEST BANK AND SHALL NOT BE USED FOR ANY OTHER PURPOSE.				<input type="checkbox"/> Did Not Inspect Property																																																																																																																																																																													

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

DONALD L. BOHENSKY and HAZEL :
F. BOHENSKY, husband and wife, :
Plaintiffs :

v. :

No. 01-1257 C.D.

TIMOTHY J. RAFFEINNER and :
MARY MIKSICH, :
Defendants :

CERTIFICATE OF SERVICE

I, **ROSS F. FERRARO, ESQUIRE**, Attorney for the Defendants, **TIMOTHY J. RAFFEINNER** and **MARY MIKSICH**, in the above-referenced matter, do hereby certify that on this date, I have served a true and correct copy of the DEFENDANTS' ANSWER, NEW MATTER AND COUNTERCLAIM upon the Plaintiffs' Attorney by delivering such copy via First Class, U.S. Mail, Postage Prepaid, at the address set forth:

Lea Ann Heltzel, Esquire
THE HOPKINS LAW FIRM
900 Beaver Drive
DuBois, PA 15801

FERRARO & YOUNG

Date: _____

8/23/01

BY: _____



Ross F. Ferraro, Esquire
Attorney for Defendants, Timothy
J. Raffeinner and Mary Miksich

FILED

AUG 27 2001

0185612

William A. Shaw
Prothonotary

Cathy Kierano
Kierano

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

Type of Pleading: Praecipe to Discontinue

Filed on behalf of: Donald L. Bohensky
Hazel F. Bohensky, Plaintiffs

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

APR 01 2003

William A. Shaw
Prothonotary

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

DONALD L. BOHENSKY and HAZEL
F. BOHENSKY, husband and wife,
Plaintiffs

vs.

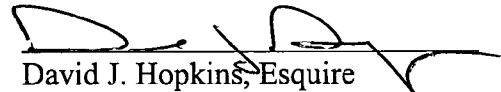
TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants

No. 01 – 1257 C.D.

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above captioned civil action settled and discontinued.


David J. Hopkins, Esquire
Attorney for Plaintiffs

FILED

010:23 ~~Adl~~
APR 01 2003

William A. Shaw
Prothonotary

100A Cert. of Disc.
to Atty Hopkins
Copy of Disc to C/4
[Signature]

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

COPY

CIVIL DIVISION

**Donald L. Bohensky
Hazel F. Bohensky**

Vs.

No. 2001-01257-CD

**Timothy J. Raffeinner
Mary Miksich**

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 April 1, 2003, marked:

Settled and Discontinued

Record costs in the sum of \$80.00 have been paid in full by David J. Hopkins, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of April A.D. 2003.

William A. Shaw, Prothonotary