

01-1257-CD
DONALD L. BOHENSKY et ux -vs- TIMOTHY J. RAFFEINER et al

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

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

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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. No. 01 -
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 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.

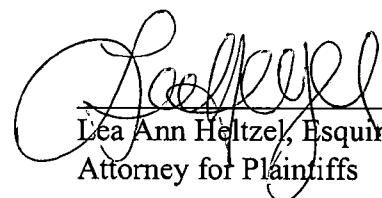
9. Plaintiffs later sold the real estate for \$105,000.00

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

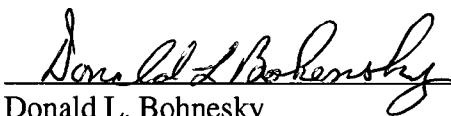
VERIFICATION

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
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

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

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

1. **This Agreement**, dated August 9, 2000, is between
 2 SELLER(S): Donald L. 7 Hazel F. Bohnesky

3
 4 BUYER(S): Timothy J. Raffeinner *181 Marvin Rd*, called "Seller," and
 5 Mary Miksich *Kessey 15846*
 6 1401 McCullough Ave, Buckevo 15824, called "Buyer."

7 2. PROPERTY (1-98) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
 8 ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
 9 Section 10 lot 72

10
 11 in the township of Sandy,
 12 County of Clearfield in the Commonwealth of Pennsylvania, Zip Code 15801,
 13 Identification (e.g., Tax ID#; Parcel #; Lot, Block; Deed Book, Page, Recording Date) 128-C02-10-72
 14 1501/0093

15 3. TERMS (1-00)

16 (A) Purchase Price One hundred Thirty *130* Dollars *130*
 17 XXXXXXXXXXXXXX *130* Dollars *130*
 18 which will be paid to Seller by Buyer as follows: ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100
 19 (B) Cash or check at signing this Agreement: \$ 500.
 20 (C) Cash or check within days of the execution of this Agreement: \$
 21 (D) \$
 22 (E) Cash, cashier's or certified check at time of settlement: \$ 134,500.00
 23 (F) Deposits paid on account of purchase price to be held by Listing Broker, unless otherwise stated here: \$ 135,000.00
 24 (G) Seller's written approval to be on or before: August 11, 2000
 25 (H) Settlement to be made on or before: Sept. 21, 00
 26 (I) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:
 27 (J) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:
 28 (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:

37 4. FIXTURES & PERSONAL PROPERTY (1-00)

38 (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 unotted 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 *130* 130

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

40 (C) EXCLUDED fixtures and items:

41 5. SPECIAL CLAUSES (1-00)

42 (A) Buyer and Seller have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.
 43 (B) Buyer and Seller have received a statement of their respective estimated closing costs before signing this Agreement.
 44 (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.)
 45 (D) Buyer has received the Deposit Money Notice (for cooperative sales when Listing Broker is holding deposit money) before signing this Agreement.

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

47 Sale & Settlement of Other Property Contingency Addendum (PAR Form 130) Settlement of Other Property Contingency Addendum (PAR Form 133)
 48 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form 131) Tenant-Occupied Property Addendum (PAR Form TOP)
 49 Buyer acknowledges receipt of legal description from deed.

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

51 (H) Buyer & seller to split the \$465, TLPOA transfer fee *130* 130

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

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53 66 Buyer Initials: TJR MEM

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Seller Initials: MBB RJB

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). Buyer's Initials _____ Date _____

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 _____

TTO MFM

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Seller Initials: *MEB*161
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(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.

321 (A) Seller represents that this property is served by: 331
 322 Public Water 332
 323 On-site Water 333
 324 Community Water 334
 325 None 335
 326 _____ 336

327 (B) **WATER SERVICE INSPECTION CONTINGENCY** 337

328 **WAIVED.** Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. **BUYER WAIVES** 338
 329 **THIS OPTION** and agrees to the **RELEASE** set forth in paragraph 25 of this Agreement. 339

330 **ELECTED** 340

331 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, 341
 332 otherwise to Seller, a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water 342
 333 service. 343
 334 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 344
 335 inspection company. Seller also agrees to restore the Property prior to settlement. 345
 336 3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to 346
 337 satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller will, within _____ days of receipt of 347
 338 the report, notify Buyer in writing of Seller's choice to: 348
 339 a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees 349
 340 to the **RELEASE** set forth in paragraph 25 of this Agreement, OR 350
 341 b. Not upgrade the water service. 351
 342 4. If Seller chooses not to upgrade the service to minimum acceptable levels, or fails to respond within the time given, Buyer will, within 352
 343 _____ days, either: 353
 344 a. Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade 354
 345 the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at 355
 346 Buyer's expense and with Seller's permission, which will not be unreasonably withheld, and agree to the **RELEASE** set forth in 356
 347 paragraph 25 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 days of Seller's 357
 348 denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be 358
 349 returned promptly to Buyer and this Agreement will be VOID, OR 359
 350 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer 360
 351 and this Agreement will be VOID. 361

362 **13. STATUS OF SEWER (1-00)**

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

364 Public Sewer 363
 365 Individual On-lot Sewage Disposal System (See Sewage Notice 1) 364
 366 Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable) 365
 367 Community Sewage Disposal System 366
 368 Ten-acre Permit Exemption (See Sewage Notice 2) 367
 369 Holding Tank (See Sewage Notice 3) 368
 370 None (See Sewage Notice 1) 369
 371 None Available/Permit Limitations in Effect (See Sewage Notice 5) 370

372 (B) **INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY** 372

373 **WAIVED.** Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. **BUYER** 373
 374 **WAIVES THIS OPTION** and agrees to the **RELEASE** set forth in paragraph 25 of this Agreement. 374

375 **ELECTED** 375

376 1. Buyer has the option, within _____ days of the execution of this Agreement and at Buyer's expense, to deliver to Listing Broker, if 377
 377 any, otherwise to Seller, a written inspection report by a qualified, professional inspector of the individual on-lot sewage disposal system. 378
 378 2. Seller agrees to locate and provide access to the individual on-lot sewage disposal system, and, if required by the inspection company, 379
 379 empty the septic tank, at Seller's expense. Seller also agrees to restore the Property prior to settlement. 380
 380 3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system. Seller will, within 381
 381 _____ days of receipt of the report, notify Buyer in writing of Seller's choice to: 382
 382 a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to 383
 383 the **RELEASE** set forth in paragraph 25 of this Agreement, OR 384
 384 b. Not correct the defects, or if Seller fails to respond within the time given, Buyer will, within _____ days, either: 385
 385 (1) Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct 386
 386 the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at 387
 387 Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the **RELEASE** set 388
 388 forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of 389
 389 Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase 390
 390 price will be returned promptly to Buyer and this Agreement will be VOID, OR 391
 391 (2) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned 392
 392 promptly to Buyer and this Agreement will be VOID. 393

393 4. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system. Seller may, within _____ days 394
 394 of the report, submit a corrective proposal to Selling Broker, if any, otherwise to Buyer. The corrective proposal will include, but not be 395
 395 limited to, the name of the remediation company; provisions for payment, including retests; and completion date for corrective measures. 396
 396 Within 5 days of receiving Seller's corrective proposal, or if no corrective proposal is received within the time given, Buyer will: 397
 397 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** 398
 398 set forth in paragraph 25 of this Agreement, OR 399
 399 b. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the 400
 400 defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's 401
 401 sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the **RELEASE** set forth in para- 402
 402 graph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, ter- 403
 403 minate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned 404
 404 promptly to Buyer and this Agreement will be VOID, OR 405
 405 c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly 406
 406 to Buyer and this Agreement will be VOID. 407

408 **14. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (1-00)** 408

409 (A) Seller represents as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association 409
 410 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 410
 411 or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain 411
 412 uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless 412
 413 otherwise specified here: _____ 413

FROM : HOFFER REALTY ASSOCIATES

PHONE NO. : 3711651

Oct. 04 2000 12:09PM P10

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 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 10 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.

Seller Initials: WMB WMB

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50 (C) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate
51 licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhaust-
52 ing all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and
53 (717) 783-4854 (outside Pennsylvania).
54 22. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE (1-00)
55 NOT APPLICABLE
56 APPLICABLE: CONDOMINIUM
57 Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a unit owners' association. §3407 of the Uniform
58 Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration
59 (other than plats and plans), the bylaws, and the rules and regulations of the association.
60 APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION)
61 Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. (See Definition of
62 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
63 Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set
64 forth in §5407(a) of the Act.
65 (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 doc-
66 uments necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within
67 10 days of Seller's request.
68 (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
69 liable to Buyer for any erroneous information provided by the association and included in the Certificate.
70 (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
71 settlement, whichever occurs first. Buyer's notice declaring this Agreement void must be in writing; thereafter all deposit monies will be
72 returned to Buyer.
73 (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
74 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
75 insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extend-
76 ed coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any;
77 (4) Buyer's customary settlement costs and accruals.
78 23. MAINTENANCE & RISK OF LOSS (1-00)
79 (A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal
80 wear and tear excepted.
81 (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
82 notify Buyer in writing of Seller's choice to:
83 1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed sys-
84 tem or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer accepts the Property and agrees to
85 the RELEASE set forth in paragraph 25 of this Agreement, OR
86 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
87 case Buyer will notify Seller in writing within 5 days or before settlement, whichever is sooner, that Buyer will:
88 a. Accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
89 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer
90 and this Agreement will be VOID.
91 (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 prop-
92 erty included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and
93 promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds
94 of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of
95 the time of execution of this Agreement.
96 24. WAIVER OF CONTINGENCIES (1-00)
97 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
98 within the time limits specified in the contingency provision(s) will constitute a WAIVER of that contingency and Buyer accepts the Property
99 and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
100 25. RELEASE (1-00) Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOY-
101 EES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or
102 through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of
103 the consequences therefrom, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon,
104 lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site
105 water service system, or any defects or conditions on the Property. This release will survive settlement.
106 26. REPRESENTATIONS (1-00)
107 (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers,
108 their licensees, employees, officers, or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
109 (B) It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property
110 specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition unless otherwise
111 stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an indepen-
112 dent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental
113 conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical
114 inspection of any of the systems contained therein.
115 (C) It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations,
116 covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this
117 Agreement will not be altered, amended, changed, or modified except in writing executed by the parties.
118 (D) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.
119 27. TIME OF THE ESSENCE-DEFAULT (1-00)
120 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
121 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
122 day this Agreement was executed and including the last day of the time period. Should Buyer:
123 (A) Fail to make any additional payments as specified in paragraph 3; OR
124 (B) Furnish false or incomplete information to Seller, Listing Broker, Selling Broker, or the mortgage lender, if any, concerning Buyer's legal or
125 financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the
126 approval of a mortgage loan commitment; OR
127 (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
128 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
129 below.
130 Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages.
131 If Seller elects to retain all sums paid by Buyer, including deposit monies, as liquidated damages, Buyer and Seller will be released from fur-
132 ther liability or obligation and this Agreement will be VOID.

FROM : HOFFER REALTY ASSOCIATES

PHONE NO. : 3711651

Oct. 04 2000 12:11PM P12

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.

605 29. MEDIATION (7-98)

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 8-5-00

Buyer Name (print) Timothy J. Baetzke SS #

Mailing Address 181 Fairview Rd. Kenney, PA 15846

Phone #s 1-428-585-3112 FAX # E-Mail

WITNESS

BUYER

DATE 8-11-00

Buyer Name (print) Mary F. Kirsch SS #

Mailing Address 181 Fairview Rd. Kenney, PA 15846

Phone #s 1-428-585-3103 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 L. Baetzke SS # 179-42-8558

Mailing Address _____

Phone #s _____ FAX # _____ E-Mail _____

WITNESS

SELLER

DATE

Seller Name (print) _____ SS # 185-56-4391

Mailing Address _____

Phone #s _____ FAX # _____ E-Mail _____

WITNESS

SELLER

DATE

Seller Name (print) _____ SS # _____

Mailing Address _____

Phone #s _____ FAX # _____ E-Mail _____

661 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 _____

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

Form 182-6M

RE: PROPERTY Sac 1c Lot 72
 SELLERS: Donald L & Hazel F. Bohansky
 BUYERS: Timothy J. Raffinna & Mary Maksich
 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 DIB

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

WITNESS	BUYER <u>Tim Raffinna</u>	DATE <u>9/14/00</u>
WITNESS	BUYER <u>Tim Raffinna</u>	DATE <u>9/14/00</u>
WITNESS	BUYER <u>Tim Raffinna</u>	DATE <u>9/14/00</u>
WITNESS	SELLER <u>Hazel F. Bohansky</u>	DATE <u>9/15/00</u>
WITNESS	SELLER <u>Hazel F. Bohansky</u>	DATE <u>9/15/00</u>
WITNESS	SELLER <u>Hazel F. Bohansky</u>	DATE <u>9/15/00</u>

CO-OP: NO; SELLER: YES; AGREE: NO; BUYER: YES; MORTGAGE: NO; CREDIT BUYERS AT TIME OF SIGNING
 MORTGAGE INFORMATION OR SELLER: See Wires

Post-it® Fax Note		7671	Date	1 or pages
To:	<u>Kathleen</u>	From:	<u>F. Dorn</u>	
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Fax #		Fax #		

FAXED
 9/26/2000

VOL 1501 PAGE 93

WARRANTY DEED - 1988

County Park PA

This Deed,

MADE the Seventeenthday 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 P. 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,
to hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees,

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:

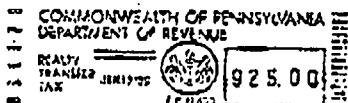
1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants 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.

LEAVING the same premises which became vested in the Grantors herein by deed of John Brzinski, dated November 9, 1988, and recorded in Clearfield County Deed & Record Book 7254, page 78.

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. EMERY and SARAH S. EMERY, his wife, from Thomas McCloskey and Duane Pogliar, partners, t/d/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
11:21 AM
AUG 02 2001
Atty Heltzel
Bx
William A. Shaw
Atty pd,
Prothonotary
80cc

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11331

BOHENSKY, DONALD L. & HAZEL F.

01-1257-CD

VS.

RAFFEINNER, 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 WITHIN COMPLAINT ON TIMOTHY J. RAFFEINNER AND MARY MIKSICH, DEFENDANTS.

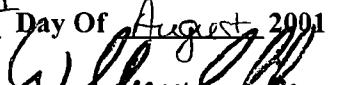
NOW AUGUST 9, 2001 SERVED THE WITHIN COMPLAINT ON TIMOTHY J. RAFFEINNER AND MARY MIKSICH, DEFENDANTS BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON MARY.

Return Costs

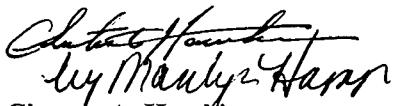
Cost	Description
34.10	SHFF. HAWKINS PAID BY: ATY.
48.32	SHFF. DEMKO PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED
OCT 10 2001
AUG 23 2001
W.A. Shaw
William A. Shaw
Prothonotary

Sworn to Before Me This

23rd Day Of August 2001

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

So Answers,


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. RAFFEINNER 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
Prothly;	\$ 2.00
Total Costs:	\$ 48.32
Refunded:	\$ 76.68

Sworn and subscribed

to before me this

14th

day of ~~August~~ 2001

By ~~Linley Brown~~

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	No. 01-1257 C.D.
v.	Type of Pleading: DEFENDANTS' ANSWER, NEW MATTER AND COUNTERCLAIM
TIMOTHY J. RAFFEINNER and MARY MIKSICH, Defendants	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*

1-7-01

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. : No. 01 - 1257 C.D.
: :
TIMOTHY J. RAFFEINNER and :
MARY MIKSICH, :
Defendants :
: :
: 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

*out to
Judge Reilly*

1-7-02

FILED

SEP 12 2001

11:06 a.m. 2001
William A. Shaw
Prothonotary
WAS

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
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. De noCC
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	:	

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. : 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 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.
:
No. 01 - 1257 C.D.
:
TIMOTHY J. RAFFEINNER and
MARY MIKSICH,
Defendants
:
:
Type of Pleading: Notice of Intent
to Serve Subpoena to Produce Documents
and Things for Discovery Pursuant to
Pa.R.C.P. 4009.22
:
:
:
File 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

REC'D NOCC

William A. Shaw

Prothonotary



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

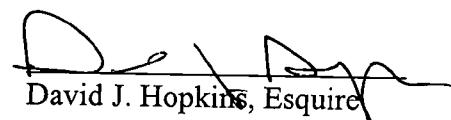
DONALD L. BOHENSKY and HAZEL :
F. BOHENSKY, husband and wife, :
Plaintiffs :
: :
vs. : No. 01 - 1257 C.D.
: :
TIMOTHY J. RAFFEINNER and :
MARY MIKSICH, :
Defendants :
:

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.

*

No. 2001-01257-CD

Timothy J. Raffeiner
Mary Miksich
Defendant(s)

*

**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 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

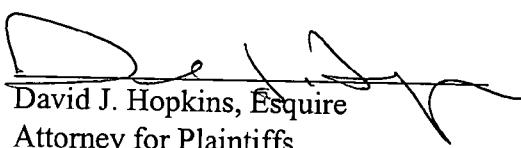
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

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 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. : No. 01 - 1257 C.D.
TIMOTHY J. RAFFEINNER and MARY MIKSICH, Defendants :
: 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

m1002ncc
William A. Shaw
Prothonotary



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

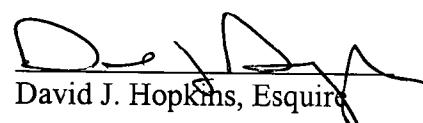
DONALD L. BOHENSKY and HAZEL :
F. BOHENSKY, husband and wife, :
Plaintiffs :
: :
vs. : No. 01 - 1257 C.D.
: :
TIMOTHY J. RAFFEINNER and :
MARY MIKSICH, :
Defendants : :
:

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

TO: 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)

*

*

No. 2001-01257-CD

Vs.

*

Timothy J. Raffeinner

Mary Miksich

Defendant(s)

*

*

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



Deputy

DATE: Tuesday, September 11, 2001

Seal of the Court

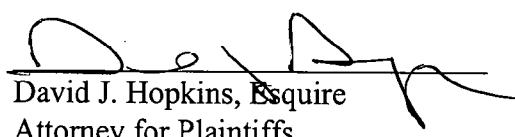
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

DONALD L. BOHENSKY and HAZEL :
F. BOHENSKY, husband and wife, :
Plaintiffs :
: :
vs. : 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 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,	:	No. 01-1257 C.D.
Plaintiffs	:	Type of Pleading: REPLY TO PLAINTIFFS' PRELIMINARY OBJECTIONS
 v.	:	Filed on behalf of: Defendants
TIMOTHY J. RAFFEINNER and MARY MIKSICH,	:	Counsel of Record for this Party: R. EDWARD FERRARO, ESQ. Supreme Court No. 05880
Defendants	:	 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

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

REPLY TO PLAINTIFFS' PRELIMINARY OBJECTIONS

AND NOW, come the Defendants, **TIMOTHY J. RAFFEINNER and MARY
MIKSICH**, by and through their Attorneys, **FERRARO & YOUNG**, and file the
within Reply to Plaintiffs' Preliminary Objections as follows:

**I. DEFENDANTS HAVE PROPERLY SET FORTH A CLAIM IN THEIR
COUNTERCLAIM UPON WHICH RELIEF CAN BE GRANTED BY THIS
COURT.**

1. Admitted.
2. Admitted. It is Admitted that Defendants properly filed an Answer,
New Matter and Counterclaim.

3. **DENIED.** It is Denied that the Counterclaim of the Defendants,
TIMOTHY J. RAFFEINNER and MARY MIKSICH, fails to set forth a cause of
action against Plaintiffs as alleged in the Plaintiffs' Preliminary Objections, and
strict proof of said Preliminary Objections is demanded at any Hearing on said
Preliminary Objections. To the contrary, the Defendants' Counterclaim properly
sets forth a cause of action for which relief can be granted against the Plaintiffs for
damages caused by Plaintiffs' failure to mitigate damages in an amount in excess

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
MAILING EXP. ATT'Y FERRAND
M. A. SHAW
Honorary
S. T. E. S.

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 :
:
: 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. : 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: 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. : No. 01 - 1257 C.D.
: :
TIMOTHY J. RAFFEINNER and :
MARY MIKSICH, :
Defendants :
: 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. : 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: 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: 10-30-01


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
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

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 NO

0134074
OCT 3 12 2001
CC
WES

William A. Shaw
Notary

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

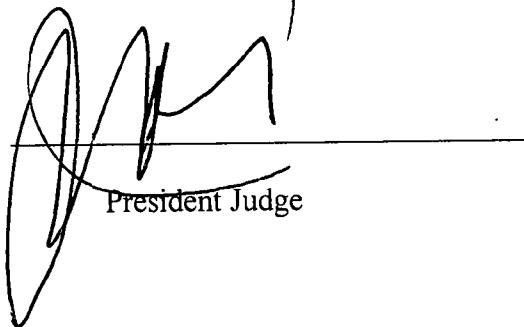
TIMOTHY J. RAFFEINNER and : :

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

013:42 p.m. *En*
William A. Shaw

Prothonotary

cc to atty



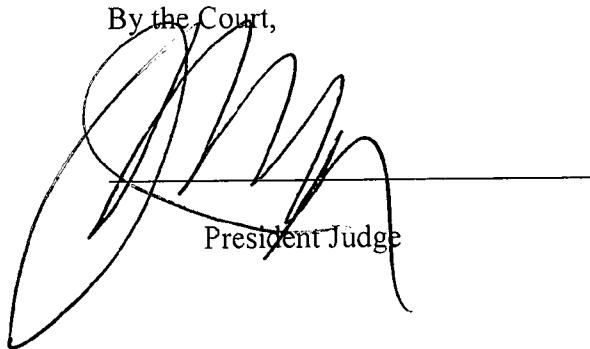
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DONALD L. BOHENSKY and HAZEL :
F. BOHENSKY, husband and wife :
-vs- : No. 01 - 1257 - CD
TIMOTHY J. RAFFEINNER and :
MARY MIKSICH :

O R D E R

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

JAN 16 2002

William A. Shaw
Prothonotary

FILED

IAN 16 2002

0/5/02
William A. Shaw

Prathomotary
/ cc to Atty Ferraro
/ cc to Atty Helfzer

Atty
Atty

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 :
: :
: 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 pm cc

William A. Shaw
Prothonotary

[Signature]

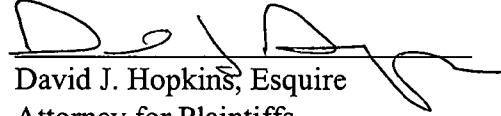
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

DONALD L. BOHENSKY and HAZEL :
F. BOHENSKY, husband and wife, :
Plaintiffs :
vs. : 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 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	:	No. 01-1257 C.D.
v.	:	Type of Pleading: DEFENDANTS' ANSWER, NEW MATTER AND COUNTERCLAIM
TIMOTHY J. RAFFEINNER and MARY MIKSICH, Defendants	:	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. : No. 01-1257 C.D.
:
TIMOTHY J. RAFFEINNER and :
MARY MIKSICH, :
Defendants :
:

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. Raffeinner 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	Apartments	500	Apartments	500	Business Property	505	Business Property	550	Homes	570	Homes
WELGER R.P.12 round baler and wrapper. Excellent condition, shed kept. 653-2066.		Advertise Herel 371-4200		BROCKPORT - Completely furnished apartment. 1 bedroom. No pets. 268-4491.		FALLS CREEK - cozy 1 bedroom, on Main St., appliances, porch, \$275+ security+ utilities. 371-2812.		DUBOIS - Office for rent - 5 rooms, approximately 1250 sq. ft., private parking. Near High School. \$725/month. 371-6906.		CUSTOM MODULAR HOMES		Real Estate \$ AREA ABSTRACT Fast Closing
Lawn/Garden	487	BROCKWAY - 1 bedroom, located downtown. Utilities included. Security deposit required. No pets. \$350 per month. 265-8090.		BROOKVILLE - 1 Bedroom Apartment with country setting. Includes water, sewage, cable and garbage. \$300/mo. plus deposit and lease. 856-3553.		FALLS CREEK - Shared housing, \$175-\$200 month/ with utilities & HBO. 375-9388.		RIDGWAY Area - Commercial space available for storage or manufacturing, 1-800-255-1310 or 776-1310.		BUILT from your plans or ours. We do it all, One Contractor, One Price, Tri-County Homes Inc. (Custom Modular Homes since 1962).		Rockton - 2 ranch, 2 ac \$68,000, 812
CHIPPER/SHREDDER - 8HP - used twice. \$600. Self propelled 5HP yard vac. \$250. 371-9596 after 5:30PM		BROCKWAY - 2 nice apartments. 1 bedroom and 3 bedroom. Off street parking. Call 268-1004.		BROOKVILLE - 1 Bedroom. 2nd floor. Stove and refrigerator included. \$200/mo. with security deposit and 1 yr. lease. 849-3130.		KNOX DALE - 2 bedroom apartment with washer & dryer hook up. Call 856-3553.		Howard Hanna		FREE QUOTES 1-800-540-1295 www.tricountyhomes.com		Lots/Acreage
Fruits/Vegetables	490	GRAPEJUICE and supplies for home wine making. Beginner winemaking kits \$32.99 each. Call 653-8646.		BROOKVILLE - 900 Main St. Single bedroom, washer, dryer, stove, refrigerator, newly remodeled. \$350. 265-0077.		REYNOLDSVILLE - 1 bedroom, \$240 plus utilities. 653-9276.		BROOKVILLE - Cozy 2 Bedroom house, new carpet, laundry hookups, large yard, share garage. No pets. \$275/mo. plus utilities and deposit. 849-8853.		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.		BEAUTIFUL V For Sale By Owner, 1 acre, WInsc road frontage, approved, Equipped \$12,900. Finan Others also acre. Call 752 jstevens@j
RENTALS	500-545	BROCKWAY - downstairs, 2 bedroom apartment. Stove and refrigerator, laundry hook up. \$270 per month plus utilities. Security deposit required. No pets. 265-4825.		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.		REYNOLDSVILLE - 2 units, 1,bedroom each. Appliances, heat, water & sewage. \$300-\$325 plus electric. 653-2930.		BROOKVILLE - Small 2 Bedroom house. No pets. \$175/mo. plus deposit and utilities. 849-8853.		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.		BROOKVILLE lots for sale. Located near Brk School. Lots from 1/4 acre to 8-5 call 849-8853 call 849-
Apartments	500	BROCKWAY - Main Street - 2 bedroom apartment. Appliances included. Laundry facility on premises. No pets. \$325 per month. 265-8090.		BROOKVILLE - Spacious 2 bedroom, residential area, \$460/month, utilities included, 265-6155.		ST. MICHAEL TERRACE		Check This Out!		GREAT BUSINESS OPPORTUNITIES		Mobile Home
Equal Housing Opportunity		Place Your Ad STATEWIDE Through The Pennsylvania Classified Ad Network (PennSCAN) For more information Call The Courier-Express Classified Dept. 371-4200 Ext. 111		DJBOIS - 1 bedroom, 3rd floor, \$275 plus utilities plus security. Call 371-8984.		111 W. Long Ave. DuBois, PA 15801		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.		CLEAR CREEK STATE PARK AREA		BEST
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."		DUBOIS - 2 1/2 bedroom, large 2nd floor, newly remodeled, deck. \$350+ 583-5374.		TWO BEDROOM APT. AVAILABLE NOW!		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		RE/MAX 375-4588		New 3 bedroom 14'x70'.....
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.		DUBOIS - 2 bedroom duplex, \$390 plus security and utilities. Hook-ups, parking, porch, deck. 371-2812.		Applications are available for One & Two Bedroom Suites		DUBOIS - 4 bedroom, \$425 + utilities & security. No pets. References. 375-0613.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		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 www.familymo.com 857-
		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.		• Low & Moderate Incomes		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		DRAWER		Drywall Homes bedr
		DUBOIS - 2 bedroom, 2nd floor, off street parking, appliances. Available 11/1. \$350+. 375-1136.		• Elderly (62 or over)		DUBOIS - 4 bedroom, \$425 + utilities & security. No pets. References. 375-0613.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		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 www.familymo.com 857-
		DUBOIS - 2 bedroom, furnished, all utilities included. \$525 month. 371-5436.		• Handicapped		DUBOIS - nice 2 story, 3 bedroom, 1 1/4 bath, \$450, 1 year lease, no dogs. 653-9587.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		DRAWER		Drywall Homes bedr
		DUBOIS - 2 bedroom, with stove and refrigerator, \$250. Call 765-6216.		• Warm & Friendly Atmosphere		Reynoldsville - 3 bedroom, near elementary school, \$400 plus. 371-5539.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		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 www.familymo.com 857-
		DUBOIS - 23 W. Washington Ave., newly remodeled. \$350, no pets. 371-6998.		• Rents Based On Income		Miscellaneous	520	DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		DRAWER		Drywall Homes bedr
		DUBOIS - Appliances included. Large 1 bedroom, \$265 per month. 583-7748.		• Utility Allowance		SALEM - Attention Seniors Assisted yet independent living apartment. Cleaning, laundry, transportation, shopping and meal provided. Call 583-5560.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		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 www.familymo.com 857-
		DUBOIS - recently remodeled, 1st floor, 2 bedroom apartment. Off street parking. 265-0792.		• Within Walking Distance of Stores		Mobile Homes/Sites	525	DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		DRAWER		Drywall Homes bedr
		DUBOIS - student furnished 2 bedroom duplex, \$490 plus security. In-		• Bus Service		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.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		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 www.familymo.com 857-
				• Laundry on Premises		AMERICAS ITALIAN RESTAURANT - Full service with liquor license, 3 bedroom ranch home located on 7 acres that border Cook Forest. High Volume. \$275,000.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		DRAWER		Drywall Homes bedr
				For info or an appt. call (814)371-1200		COUNTRY STORE, Deli, Gift Shop - Room for restaurant, sporting goods store or "your choice" established high volume business. \$169,000.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		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 www.familymo.com 857-
				Monday - Friday		Storage Space	538	DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		DRAWER		Drywall Homes bedr
						MARK HOFFER, BROKER, CRB/GRI 700 Liberty Blvd. DuBois, PA 15801		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		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 www.familymo.com 857-
						SKYKESVILLE - nice 2 bedroom apartment, \$325 per month. Utilities included. 653-8583.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		DRAWER		Drywall Homes bedr
						SYKESVILLE - Two bedroom townhouse, \$330 per month includes all utilities except electric. Gas heat. Phone 1-888-385-8883.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		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 www.familymo.com 857-
						SYKESVILLE - Two bedroom apartment. Off street parking. 265-0792.		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		DRAWER		Drywall Homes bedr
						DUBOIS - student furnished 2 bedroom duplex, \$490 plus security. In-		DUBOIS - 119 Olive Ave., 1/2 duplex, 2 bedroom, recently remodeled. \$350 per month plus utilities & security. No pets. 371-1410.		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 www.familymo.com 857-
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TS 113

COMPLETE SUMMARY REPORT
UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. NW5B-RAFFEINNER

Subject Address Section 10, Lot 72, Treasure Lake City Dubois State PA Zip Code 15801

Assessor's Deed Book 1501, Page 93 State PA Zip Code 15801

Assessor's Parcel No. 128-C2-10-72-21 Tax Year 2000 R.E. Taxes \$2,229.22 Special Assessments \$N/A

Borrower Timothy Raffeinner et.al. Current Owner Donald/Hazel Bohensky Occupant: Owner Tenant VacantProperty Rights ownership Fee Simple Leasehold Project Type PUD Condominium (HUD/VA only) HOA \$ 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/Clien 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	Urban	Suburban	Rural	Predominant occupancy	Single family housing	Present land use %	Land use change
Built up	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PRICE \$ (000)	AGE (yr)	
Over 75%	<input checked="" type="checkbox"/>	25-75%	<input type="checkbox"/>	<input checked="" type="checkbox"/> Owner	35 Low	2-4 family	<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely
Growth rate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Tenant	350 High	20 Multi-family	<input type="checkbox"/> In process
Property value	<input type="checkbox"/>	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/>	<input type="checkbox"/> Vacant (0-5%)	75 Predominant	Commercial	To:
Demand/supply	<input type="checkbox"/>	<input type="checkbox"/> Shortage	<input type="checkbox"/>	<input checked="" type="checkbox"/> Vacant (5-10%)	100	8 Vacant)	2
Marketing time	<input type="checkbox"/>	<input type="checkbox"/> Under 3 mos.	<input checked="" type="checkbox"/> 3-6 mos.	<input type="checkbox"/> Vacant (over 10%)	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.):

Court house 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. +/-

Zoning classification and description Planned Residential Development

Zoning compliance Legal Legal nonconforming (Grandfathered use) Illegal No zoningHighest & best use as improved: Present use Other use (explain)

Utilities	Public	Other	Off-site improvements	Type	Public	Private
Electricity	<input checked="" type="checkbox"/>		Street	Asphalt Paving	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas	<input checked="" type="checkbox"/>		Curb/gutter	None	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>		Sidewalk	Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sanitary sewer	<input checked="" type="checkbox"/>		Street lights	None	<input type="checkbox"/>	<input type="checkbox"/>
Storm sewer	N/A		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>

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	Cone, Blk,	Slab	No	Area Sq.Ft.	1372	Roof	<input type="checkbox"/>
No. of Stories	One	Exterior Walls	Vinyl Siding	Crawl Space	None	X Finished	90%	Ceiling	<input checked="" type="checkbox"/>
Type (Del/Alt.)	Detached	Roof Surface	Asph, Shr.	Basement	Full	Ceiling	Susp. Tile	Walls	<input type="checkbox"/>
Design (Style)	Ranch	Gutters & Downsp.	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	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq.Ft.
Basement						X				X		1,372
Level 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			X				3	2		1,372
Level 2												

DESCRIPTION OF IMPROVEMENTS		5 Room(s)	3 Bedrom(m)s	2 Bath(s)	1,372 Square Feet of Gross Living Area
INTERIOR	Materials/Condition	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES
Floors	Carpet/Vinyl G	H.W.	Refrigerator	<input checked="" type="checkbox"/> None	Fireplace(s) #
Walls	Drywall	G	Range/Oven	<input checked="" type="checkbox"/> Stairs	<input type="checkbox"/>
Trim/Finish	Oak	G	Disposal	<input type="checkbox"/> Drop Stair	<input type="checkbox"/> Patio
Bath Floor	Vinyl	G	Dishwasher	<input checked="" type="checkbox"/> Scuttle	<input type="checkbox"/> Dock
Bath Wainscot	Fiberglass	G	Fan/Hood	<input checked="" type="checkbox"/> Floor	<input type="checkbox"/> Porch
Doors	Wood H. Core G	G	Microwave	<input type="checkbox"/> Heated	<input type="checkbox"/> Fence
	Condition N/A		Washer/Dryer	<input type="checkbox"/> Finished	<input type="checkbox"/> Pool
					<input type="checkbox"/> Boat Dock
					<input checked="" type="checkbox"/> Driveway

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-RAFFEINNER

on Section		IMMATED 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.	
STIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:					
Dwelling	1,372 Sq. Ft. • \$ 58.07	\$ 79,672			
Bsmt.	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			

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 Inv. Area	98.40 p	90.91 p	80.60 p	74.40 p
Date and/or Inspection	Inspection	Realtor	Inspection	Realtor
Verification Sources	Sale Agm't. Realtor			
VALUE ADJUSTMENTS	DESCRIPTION	(+) Adjustment	(-) Adjustment	(+) Adjustment
Sales or Financing Concessions	Conventional	-0-	Conventional	-0-
Concessions	None	-0-	None	-0-
Date of Sale/Time	10/29/99	+2,000	7/14/00	-0-
Location	Suburban/Good	-0-	Suburban/Good	-0-
Landlocked/Fee Simple Fee	Fee	-0-	Fee	-0-
Site	Good	-0-	Good	-0-
View	Average-Lkfrt	-15,000	Off Lake	+17,000
Design and Appeal	Ranch/Good	-0-	Ranch/Good	-0-
Quality of Construction	Above Average	-0-	Above Average	-0-
Age	7 Years	+1,600	6 Years	-0-
Condition	Good	-0-	Good	-0-
Above Grade	Total Bedrms Bathrs	-0-	Total Bedrms Bathrs	-0-
Room Count	5 3 2 6 3 2	-0-	5 3 2.5	-600
Grass Living Area	1,372 Sq. Ft.	1,650 Sq. Ft.	1,464 Sq. Ft.	-2,600
Basement & Finished	1372 Sq.Ft.	Superior	-1,000	Similar
Rooms Below Grade	1234 SF Fin.	Bath Only	+7,000	Unfinished
Functional Utility	Average	Average	-0-	Superior
Heating/Cooling	Gas H.W.	Gas H.W.	-0-	Gas FWA/AC
Energy Efficient Items	Alt. Heat	None	+800	None
Garage/Carport	2 Att. Garage	2 Att. Garage	-0-	2 Att. Garage
Porch, Patio, Deck	Similar	-0-	Porches	+6,000
Fireplace(s), etc.	P. Drive	Drive/F.P.	-1,800	Drive/F.P.
Fence, Pool, etc.	Trim/Skylight	Inf. /Skylight	+500	Inf. Trim
Kit. Equip. Appliances	Similar	-0-	Interior	+1,200
Net Adj. (Total)	[] + [] - []	13,800	[X] - []	20,000
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.

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.		

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. 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 1004 (Revised 6/93).

I (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.

APPRAISER: *Robert J. Fleck* SUPERVISORY APPRAISER (ONLY IF REQUIRED):
Signature _____
Name Robert J. Fleck, G.R.I. Signature _____
Date Report Signed October 6, 2000 Name It APPRAISAL MADE ONLY FOR Did Did Not
State Certification # CA-000574-L State PA Inspect Property
Or State License # State _____ ANY OTHER PURPOSE.
State _____
State _____
State _____
State _____

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

① 8:56 AM
William A. Shaw
Prothonotary

Cathy E. irono
G. Kelt

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 :
: 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

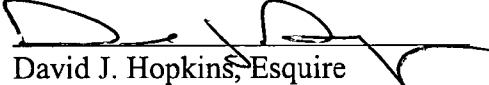
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

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

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above captioned civil action settled and discontinued.



David J. Hopkins, Esquire
Attorney for Plaintiffs

FILED

100-Act. of Disc.

APR 23 2003
MR 01 2003

to Atty Hopkins

Copy of Disc to CLA

William A. Shaw
Prothonotary

6000

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CCP

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