

01-1655-CD  
MARK A. PLUBELL -vs- MARK STINER

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

**MARK A. PLUBELL, an adult individual,  
Plaintiff**

vs.

**MARK STINER, an adult individual,  
Defendant**

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\*  
\* No. 01-1655-**CP**

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\* Type of Case: **IN EQUITY**

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\* Type of Pleading: **COMPLAINT FOR  
SPECIFIC PERFORMANCE**

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\*  
\* Filed on behalf of: **PETITIONER  
MARK A. PLUBELL**

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\*  
\* Counsel of Record:  
\* **BARBARA J. HUGNEY-SHOPE, ESQ.**  
\* Supreme Court I. D. No. 26274  
\* 23 North Second Street  
\* Clearfield, PA 16830  
\* (814) 765-5155

**FILED**

OCT 04 2001

William A. Shaw  
Prothonotary

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

**MARK A. PLUBELL, an adult individual,**  
Plaintiff

\*

\*

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vs.

\* No. 01-1655, [REDACTED] CO

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**MARK STINER, an adult individual,**  
Defendant

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against these claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

*Barbara J. Hugney Shope*  
Barbara J. Hugney Shope, Esquire  
Attorney for Plaintiff

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

**MARK A. PLUBELL, an adult individual,** \*  
Plaintiff \*  
\*  
vs. \* **No. 01-1455-XXXX CD**

**MARK STINER, an adult individual,** \*  
Defendant \*

\*

**COMPLAINT FOR SPECIFIC PERFORMANCE**

AND NOW COMES, the Plaintiff, MARK A. PLUBELL, who by and through his attorney, BARBARA J. HUGNEY-SHOPE, ESQUIRE, files the following Complaint for Specific Performance and in support thereof sets forth the following:

1. Plaintiff, MARK A. PLUBELL, is an adult individual residing at LeContes Mills, Clearfield County, Pennsylvania.
2. Defendant, MARK STINER, is an adult individual residing at LeContes Mills, Clearfield County, Pennsylvania.
3. At all times mentioned herein, Defendant was and still is the owner of the premises
4. On February 10, 2001, Plaintiff and Defendant entered into a written agreement signed and notarized and delivered by Defendant to Plaintiff, for the sale of the premises by Defendant to Plaintiff for the sum of \$37,000.00 with Plaintiff being

required to pay a \$3,000 down payment to Defendant. A copy of the agreement of sale prepared by Defendant confirming the sale price and receipt of the \$3,000.00 down payment is attached hereto, marked "Exhibit "A," and made a part hereof.

5. A condition of when closing on the sale of Defendant's premises to Plaintiff was when Plaintiff sold his house.

6. Since the execution of the Agreement of Sale, Plaintiff has diligently pursued the sale of his house; however, the various buyers interested in Plaintiff's real estate have been unable to obtain bank financing.

7. Since the execution of the Agreement of Sale, Plaintiff has always been, and now is, ready and willing to comply with the Agreement of Sale on his part to be kept and performed.

8. Although no deadline for the sale of Plaintiff's house was made a part of the condition, Defendant informed Plaintiff in August that he wanted to close or terminate the Sales Agreement.

9. As a result of Defendant's request, and in anticipation of completing his performance under the Agreement of Sale, Plaintiff obtained legal representation, had a title search done, and pursued bank financing including having a real estate appraisal performed and incurring other expenses in order to close on the purchase of the premises from Defendant as Defendant requested.

10. After incurring substantial expenses in moving forward to purchase the premises, Defendant informed Plaintiff that he does not intend to sell the property to Plaintiff.

11. Plaintiff believes that after learning the amount of the real estate appraisal that was obtained and paid for by the Plaintiff, Defendant plans to sell his real estate for an amount greater than the amount that he agreed to sell it for to Plaintiff.

12. If Defendant continues to refuse to keep or perform his part of the Agreement of Sale, Plaintiff will have been put to considerable expenses in pursuing the bank financing, title search, real estate appraisal, and legal fees estimated to be in excess of \$2,500.

13. Despite indicating his intent to refuse to perform his part of the Agreement of Sale, Defendant has failed to return to the Plaintiff the down payment of \$3,000 and any interest lost by Plaintiff on that sum.

WHEREFORE, Plaintiff prays:

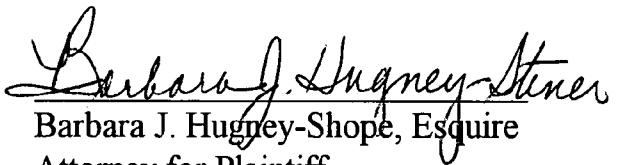
(a) that Defendant be enjoined, preliminarily until final hearing and permanently thereafter, from mortgaging or encumbering the property in any way, and from selling or conveying the same or any part thereof to any person other than the Plaintiff;

(b) that Defendant be ordered to specifically perform the Agreement of Sale and by good and sufficient deed convey the premises and every part thereof with

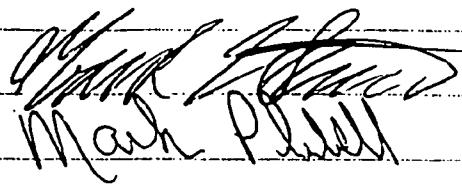
marketable title and free of all encumbrances to the Plaintiff in fee simple and legally sign, acknowledge and deliver the deed to Plaintiff in proper legal form, and accept in consideration thereof the agreed purchase price, which Plaintiff now here offers; and

(c) such other general relief as may be just and proper.

Respectfully submitted,

  
Barbara J. Hugney-Shope, Esquire  
Attorney for Plaintiff

I agree to sell my House  
To mark Plubell, I have received  
\$3000. on 2-10-01 as a Down Payment.  
On the 37000, price. He agree to pay  
The Balance When he sells His  
House

  
Mark Plubell

Leota Olive Plubell

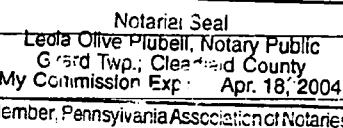
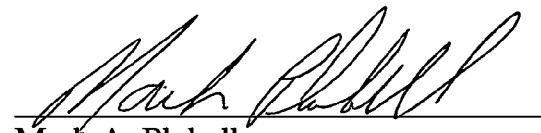


EXHIBIT "A"

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct.

I understand that false statements herein made are subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



\_\_\_\_\_  
Mark A. Plubell

Dated: 10 02, 2001

Barbara J. Hugney-Shope  
Attorney-at-Law  
23 N. Second Street  
Clearfield, PA 16830  
Clerfield, PA 16830

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

NO. 01-  
-CD

MARK A. PLUBELL,  
Plaintiff,

vs.

MARK STINER,  
Defendant.

COMPLAINT FOR SPECIFIC PERFORMANCE

**FILED**

OCT 04 2001

*Barbara J. Hugney-Shope  
Attn: William A. Shaw  
Scc: Prothonotary*

*PA \$80.00  
3cc. at the Sheriff*

Barbara J. Hugney-Shope  
Attorney-at-Law  
23 N. Second Street  
Clearfield, PA 16830  
(814) 765-5155  
FAX (814) 765-2957

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 11605

PLUBELL, MARK A.

01-1655-CD

VS.

STINER, MARK

**COMPLAINT FOR SPECIFIC PERFORMANCE (IN EQUITY)**

**SHERIFF RETURNS**

**NOW OCTOBER 5, 2001 AT 11:32 AM DST SERVED THE WITHIN COMPLAINT FOR  
SPECIFIC PERFORMANCE ON MARK STINER, DEFENDANT AT EMPLOYMENT,  
STINER'S GARAGE & USED CAR LOT, LECONTE'S MILLS, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO MARK STINER A TRUE AND ATTESTED COPY  
OF THE COMPLAINT FOR SPECIFIC PERFORMANCE AND MADE KNOWN TO HIM  
THE CONTENTS THEREOF.**

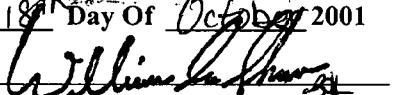
**SERVED BY: DAVIS/MORGILLO**

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**Return Costs**

Cost	Description
26.79	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

**Sworn to Before Me This**

18<sup>th</sup> Day Of October 2001  


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

**So Answers,**

  
Chester A. Hawkins  
Sheriff  


**FILED**  
OCT 18 2001  
3:39

William A. Shaw  
Prothonotary



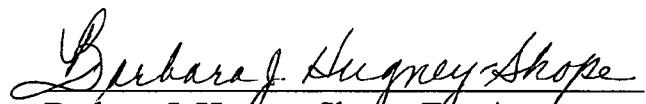
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

<b>MARK A. PLUBELL, an adult individual,</b>	*
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<b>vs.</b>	<b>* No. 01-1655-CD</b>
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<b>MARK STINER, an adult individual,</b>	*
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	*
	*
<b>Defendant</b>	

**PRAECIPE TO SETTLE, DISCONTINUE AND END**

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly mark the above-captioned case settled, discontinued and ended.

  
Barbara J. Hugney-Shope, Esquire  
Attorney for Plaintiff

Dated: November 16, 2001

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**Mark A. Plubell**

vs. **No. 2001-01655-CD**  
**Mark Stiner**

**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 November 20, 2001 marked:

Settle, Discontinue and Ended

Record costs in the sum of \$116.79 have been paid in full by Barbara Hugney-Shope, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 20th day of November A.D. 2001.

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William A. Shaw, Prothonotary