

02-502-CD
JOSEPH KANE et al -vs- LORI DEMCHAK

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

NOTICE OF APPEAL

FROM

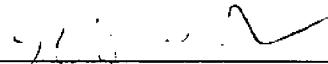
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

02-502-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff) (Defendant)		
CLAIM NO.	VS. SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV 19 LT 19			
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.	
Signature of Prothonotary or Deputy			

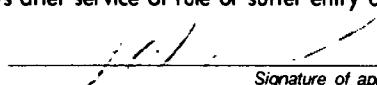
PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 02-502-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.


Signature of appellant or his attorney or agent

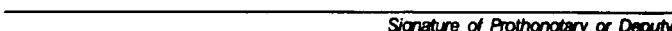
RULE: To _____, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19 ____:


Signature of Prothonotary or Deputy

I hereby certify this to be a true and attested copy of the original statement filed in this case.

APR 03 2002

Attest.


Prothonotary/
Clerk of Courts

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 02-502-CD, upon the District Justice designated therein on
(date of service) 4/9/02. by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Joseph Kane and Grace Kane, on
4/9/02, 1902 by personal service by (certified) (registered) mail, sender's receipt attached hereto.
 and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on 4/9/02, 1902, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS 9th DAY OF April, 192002



Signature of affiant

Barbara A. Bowser

Signature of official before whom affidavit was made

Title of official

My commission expires on _____

Notarial Seal
19Barbara A. Bowser, Notary Public
City of DuBois, Clearfield County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

FILED

APR 10 2002

10:33 AM

William A. Shaw
Prothonotary

7099 3220 0011 0187 785b

CERTIFIED MAIL
(Domestic Mail Only, No Insurance Coverage Provided)

Article Sent To: _____

Postage	\$ 34
Certified Fee	210
Return Receipt Fee (Endorsement Required)	150
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 394

7099 3220 0011 0187 785b

Name (Please Print Clearly) (To be completed by mailer)
Joseph and Grace Kane

Street, Apt. No., or PO Box No.
P O Box 1404

City, State, ZIP+4
Clearfield PA 16830

PS Form 3800, July 1999
See Reverse for Instructions



Certified Mail Provides:

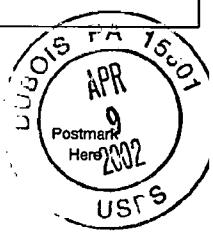
- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

CERTIFIED MAIL
(Domestic Mail Only, No Insurance Coverage Provided)

Article Sent To:		
7099 3220 0011 0187 7849	Postage \$ 34 Certified Fee 210 Return Receipt Fee (Endorsement Required) 156 Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$ 394	
		
	<i>Name (Please Print Clearly) (To be completed by mailer)</i> Richard A. Ireland, D.J.	
	<i>Street, Apt. No., or P.O. Box No.</i> 650 Leonard Street	
	<i>City, State, Zip</i> Clefield PA 16830	

PS Form 3800, July 1999 See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

NOTICE OF APPEAL

COURT OF COMMON PLEAS
Clearfield Co., Pennsylvania
JUDICIAL DISTRICT

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

02-502-CO

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT LORI DEMCHAK		MAG. DIST. NO. OR NAME OF D.J. 46-3-02		
ADDRESS OF APPELLANT 322 State St., Apt. 2		CITY Curwensville	STATE PA	ZIP CODE 16833
DATE OF JUDGMENT 3/08/02	IN THE CASE OF (Plaintiff) Joseph and Grace Kane	(Defendant) vs. Lori Demchak		
CLAIM NO. CV 0000052-02 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>LM JR</i>			
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.		
Signature of Prothonotary or Deputy				

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Joseph Kane and Grace Kane, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 02-502-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

LM JR Signature of appellant or his attorney or agent

RULE: To Joseph Kane and Grace Kane, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: April 3, 2002

William A. Shaw

Signature of Prothonotary or Deputy

FILED

APR 03 2002
m/s/2311 atty Dubas pd
William A. Shaw \$80.00
Prothonotary cc atty

COURT FILE TO BE FILED WITH PROTHONOTARY

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, *(name)* _____, on
_____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Distr. No.:	46-3-02
DJ Name: Hon.	
Address:	RICHARD A. IRELAND 650 LEONARD STREET CLEARFIELD, PA
Telephone:	(814) 765-5335 16830

LORI DEMCHAK
322 STATE STREET APT. # 2
CURWENSVILLE, PA 16833

PLAINTIFF: **KANE, JOSEPH & GRACE**
NAME and ADDRESS
PO BOX 1404
CLEARFIELD, PA 16830

DEFENDANT: **DEMCHAK, LORI**
NAME and ADDRESS
322 STATE STREET APT. # 2
CURWENSVILLE, PA 16833

Docket No.: CV-0000052-02
Date Filed: 1/31/02



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) KANE, JOSEPH & GRACE

Judgment was entered against: (Name) DEMCHAK, LORI

in the amount of \$ 2,022.01 on: (Date of Judgment) 3/08/02

Defendants are jointly and severally liable.

(Date & Time) _____

Damages will be assessed on:

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed.

Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <u>1,951.51</u>
Judgment Costs	\$ <u>70.50</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>2,022.01</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

MAR 08 2002 Date Richard Ireland, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
CLEARFIELD, PA

Telephone: **(814) 765-5335** **16830**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

KANE, JOSEPH & GRACE
PO BOX 1404
CLEARFIELD, PA 16830

NAME and ADDRESS

DEFENDANT:

DEMCHAK, LORI
322 STATE STREET APT.# **2**
CURWENSVILLE, PA 16833

NAME and ADDRESS

LORI DEMCHAK
322 STATE STREET APT.# **2**
CURWENSVILLE, PA 16833

Docket No.: **CV-0000052-02**
Date Filed: **1/31/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

02-502-00

Judgment was entered for: (Name) KANE, JOSEPH & GRACE

Judgment was entered against: (Name) DEMCHAK, LORT

in the amount of \$ 2,022.01 on: (Date of Judgment) 3/08/02

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed. _____

Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ <u>1,951.51</u>
Judgment Costs	\$ <u>70.50</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>2,022.01</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

MAR 08 2002 Date RICHARD A. IRELAND, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
CLEARFIELD, PA

Telephone: **(814) 765-5335** 16830

RICHARD A. IRELAND
650 LEONARD STREET
CLEARFIELD, PA 16830

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:

KANE, JOSEPH & GRACE
PO BOX 1404
CLEARFIELD, PA 16830

NAME and ADDRESS

DEFENDANT:

DEMCHAK, LORI
322 STATE STREET APT. # 2
CURWENSVILLE, PA 16833

VS.

NAME and ADDRESS

Docket No.: **CV-0000052-02**
Date Filed: **1/31/02**



2002- ~~502-50~~

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) **KANE, JOSEPH & GRACE**

Judgment was entered against: (Name) **DEMCHAK, LORI**

in the amount of \$ **2,022.01** on: (Date of Judgment) **3/08/02**

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed. _____

Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ 1,951.51
Judgment Costs	\$ 70.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 2,022.01

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____

Certified Judgment Total	\$ _____
---------------------------------	----------

Date:	Place:
Time:	

FILED

APR 15 2002

0/9:05/02 *[Signature]*

William A. Shaw
Prothonotary

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

MAR 08 2002 Date Rubela Ireland, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

4-11-02 Date Rubela Ireland, District Justice

My commission expires first Monday of January,

2006

SEAL

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

JOSEPH KANE and *
GRACE KANE, *
Husband and wife, *
Plaintiffs, *

v. *

LORI DEMCHAK, *
An individual, *
Defendant. *

No. 02 - 502 - CD

* Type of Pleading:

* Complaint

* Filed on behalf of:

* Plaintiffs

* Counsel of Record for
this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

APR 29 2002

Q3402-Cathy Nachlo
William A. Shaw
Prothonotary
E
KJL

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

JOSEPH KANE and *
GRACE KANE, *
Husband and wife, *
Plaintiffs, *
*
v. * No. 02 - 502 - CD
*
LORI DEMCHAK, *
An individual, *
Defendant. *

NOTICE

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

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURT HOUSE
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641

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

JOSEPH KANE and *
GRACE KANE, *
Husband and wife, *
Plaintiffs, *
*
v. * No. 02 - 502 - CD
*
LORI DEMCHAK, *
An individual, *
Defendant. *

COMPLAINT

NOW COME the Plaintiffs, Joseph Kane and Grace Kane, and by their attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiffs are Joseph Kane and Grace Kane, husband and wife, whose address is P. O. Box 1404, Clearfield, Pennsylvania.

2. That the Defendant, Lori Demchak, is an adult individual whose address is 322 State Street, Apartment 2, Curwensville, Pennsylvania.

3. That on January 27, 1999 Plaintiffs leased the premises at 516 Beech Street, Apartment 11, Curwensville, Pennsylvania, to Defendant under a residential lease agreement, a copy of which is attached hereto as Exhibit "A".

4. The lease provided for a term of one (1) year, at a monthly rental of Two Hundred Seventy-Five (\$275.00) Dollars payable in advance on the 1st day of every month.

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

JOSEPH KANE and *
GRACE KANE, *
Husband and wife, *
Plaintiffs, *
*
v. * No. 02 - 502 - CD
*
LORI DEMCHAK, *
An individual, *
Defendant. *

COMPLAINT

NOW COME the Plaintiffs, Joseph Kane and Grace Kane, and by their attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiffs are Joseph Kane and Grace Kane, husband and wife, whose address is P. O. Box 1404, Clearfield, Pennsylvania.
2. That the Defendant, Lori Demchak, is an adult individual whose address is 322 State Street, Apartment 2, Curwensville, Pennsylvania.
3. That on January 27, 1999 Plaintiffs leased the premises at 516 Beech Street, Apartment 11, Curwensville, Pennsylvania, to Defendant under a residential lease agreement, a copy of which is attached hereto as Exhibit "A".
4. The lease provided for a term of one (1) year, at a monthly rental of Two Hundred Seventy-Five (\$275.00) Dollars payable in advance on the 1st day of every month.

5. That on October 1, 2001 Defendant ceased to pay the rent due under the lease. The amount of rent in arrears is Two Thousand One Hundred Ninety (\$2,190.00) Dollars.

6. The Defendant vacated the leased premises and surrendered possession thereof to Plaintiffs.

7. At or prior to the time when Defendant vacated the premises, Defendant damaged the leased premises and otherwise breached the lease by failing to surrender the leased premises in substantially the same condition in which they were leased to Defendant, in that: there was dog feces on the wall and carpet, the linoleum and carpet were torn.

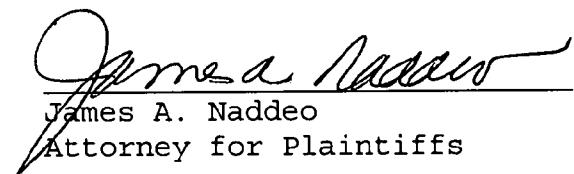
8. The fair and reasonable cost of repairing and cleaning the damage described above is Eight hundred twenty-nine (\$829.00) Dollars.

9. That Defendant did not pay the water bill due upon the property at the time she vacated said property in the amount of Seventy-Six and 51/100 (\$76.51) Dollars.

10. That Plaintiffs have applied Defendant's security deposit in the amount of Two Hundred Seventy-Five (\$275.00) Dollars in partial satisfaction of the back rent, water bill and repairs owed by Defendant as a result of Defendant's breach of the lease, leaving a balance due Plaintiffs of Two Thousand Eight Hundred Twenty and 51/1100 (\$2,820.51) Dollars.

11. That Plaintiffs have made demand upon Defendant for payment of the sum of \$2,820.51 but Defendant has failed and refused and still refuses to pay the same or any part thereof.

WHEREFORE, Plaintiffs demand judgment against Defendant in the amount of Two Thousand Eight Hundred Twenty and 51/100 (\$2,820.51) Dollars with interest thereon as allowable by law.



James A. Naddeo
James A. Naddeo
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA)

ss.

COUNTY OF CLEARFIELD

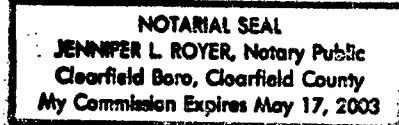
)

Before me, the undersigned officer, personally appeared Joseph F. Kane, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Joseph F. Kane
Joseph F. Kane

SWORN and SUBSCRIBED before me this 19th day of April, 2002.

Jennifer L. Royer



ARTICLE OF AGREEMENT

MADE THE 27th

day of JANUARY

19 99

BETWEEN: Grahammer & Co.

lessor, of the first part, and Lori Denchak

WITNESSETH, that said lessor, for and in consideration of the rents and covenants
hereinafter mentioned and reserved (and on the part of the said lessee to be paid,
kept and performed), hath demised, leased and let, and by these presents doth demise,
lease and let unto the said lessee 516 Beech Street, Curwensville, Pa. 16833,
Apartment # 11. Tenant to be responsible for payment of heat and electricity.
Attached "Rules and Regulations" are incorporated by reference hereto and become part
of this lease. Violation thereof will constitute breach of lease with resulting
penalties. Tenant is also responsible for payment of water and sewer.

for the term of one (1) year beginning 2-1-99

as a single family dwelling/residence and for no other purpose, at the rate of
275⁰⁰ Dollars per month payable in advance which said
rent so reserved the said lessee agrees to pay regularly as it may fall due. The
lessee will pay the said specified rent at the times and in the manner above provided,
and all damages, costs and charges in this lease provided for, and in case of non-
payment of said rent, damages, costs and charges, if any, lessor may enter the
premises, either by force or otherwise, without being liable to any prosecution or
action therefore, and may distrain not only for the specific rent but also for all
damages, costs and charges in this lease mentioned and provided for. Lessor hereby
reserves the right to enter upon the premises at any time with prospective purchasers
or renters, for the purpose of showing property.

Any removal or attempt at removal of any goods or chattels from said premises by
the lessee while any portion of the rent for the full term shall be unpaid, shall be
deemed a fraudulent and clandestine removal, and the whole rent for the entire term
shall fall due and be collectible at once, and all goods and chattels so removed may
be followed for the space of thirty days and seized for the collection of the same
by Landlord's Warrant. It is further agreed, that as often as default be made in
the payment of any installment of rent when due, that the lessor may proceed by
Landlord's Warrant at any time after such default, and make collection of all rent
then due, with costs of such proceeding, the said lessee hereby waiving the benefit
of all laws or usages exempting any property from liability for rent, and the lessor
not waiving any remedies given by existing laws. The lessee hereby authorizes any
attorney of any court of record, as often as default be made in the payment of said
rental, to appear for Lessor and confess judgment or judgments against Lessee for
the amount of rent then due and unpaid, with attorney commission of percent,
cost of suit, and damages, if any. That Lessee will pay for any electric current
used upon the premises thereon.

The premises are not to be underlet, or this lease transferred, without the
lessor's consent, under penalty of instant forfeiture and right of re-entry for such
breach. Any damage to building, fixtures, water or gas pipes, during the term of
this lease to be paid by lessee on demand; and on expiration of this lease, the
property is to be surrendered in as good order as it now is, reasonable wear and
tear, and accident by fire alone excepted, without further notice from said lessor.

And on failure of the lessee to pay the installments of rent as due, keep all
of the covenants of this lease or remove from the premises at its termination, then
the lessor may at his option declare the lease terminated and any attorney may
immediately thereafter, as attorney for lessee sign an agreement for entering into
possession in any competent court as an amicable action and judgment in ejectment
(without any stay of execution or appeal) against lessee, and all persons claiming
under lessee for the recovery by lessor of possession of the premises and for all
arrearages of rent without any liability on the part of the said attorney for which
this shall be a sufficient warrant; and thereupon a writ of possession, with a
clause of execution for such arrearage of rent, if any, may issue forthwith without
any prior writ or proceeding whatsoever, and lessee hereby releases to lessor all
errors and defects whatsoever in entering such action or judgment, or causing such
writ of possession to be issued, or in any proceeding thereon or concerning the
same. No such determination of this lease, or taking possession of the premises,
shall deprive lessor of any other action against lessee for possession, for rent, or
for damages nor is any distress or suit for rent or damages prevent lessor from
proceeding to recover possession on a breach of any of the terms or conditions hereof.

Received 275.00 Security Deposit 1-27-79
Date

Rent will be due on the first of each month.

Rent payments should be made to:

Grahamier & Co.
Curwenville State Bank
Curwenville, Pa. 16833

It is hereby further agreed, that if the above named lessee should lawfully continue on the above described premises after the termination of the above lease, then this agreement is to continue in full force for another month and so on from month to month until legal notice is given for removal, each renewal being subject to the conditions of this lease.

Legal notice shall constitute thirty (30) days written notice to either party from the other.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

John Lemcke

Seal

Seal

Howard O'Reilly Mgt

Seal

GRAHAMIER & CO.

Grahamter & Co.
516 Beech Street
Curwenville, Pennsylvania 16833

RULES, REGULATIONS & CONDITIONS

Please observe. If rules are not followed and damage occurs as a result, the Landlord reserves the right to charge the tenant for repairs. Violation of these rules, regulations and conditions will be considered a breach of lease and subject tenant to eviction by the Landlord with balance of rent money due Landlord upon eviction.

APARTMENTS Apartments are to be used only as a dwelling and residence. Boisterous noises and unruly conduct will not be permitted. Parties must be subdued and quiet.

SUBLETTING

Apartments may not be sublet. Only one family may live in each apartment.

PAINTING

May only be painted by Landlord or with his permission. Pictures should be hung from small brads. Do not use paste-up type of hangers.

GARBAGE

No garbage cans may be kept on porches. An area will be provided behind the building.

PORE

No articles may be left on porches or lawn except porch furniture.

COUNTER TOPS
and

Should be cleaned with detergent or tile cleaner. Do not use steel wool. Countertops will scratch if used as a cutting block with a knife. Do not set hot pans on counter. It will burn.

TELEPHONE AND
TELEVISION CABLES

Receptacles are provided for these.

DECORATIONS

May not be hung outside or in rooms.

PICTURES

No fixtures or shelves may be hung on the walls without permission from the Landlord.

PARKING

Each tenant will be assigned a parking space in front of the building. Company parking shall be on the side of the building.

VENTS

Must be vented. Vents are provided (where applicable).

CHARCOAL

Charcoal filters may be replaced (where applicable).

PIPE

No. 19293444

LEAKS

The Landlord will fix leaking faucets, toilets, and water heaters. Please report these at once to the Landlord's office.

LEASER

ss# 206-84-7988

John Buban
Lessee

GRAHAMTER & CO.

Date

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

JOSEPH KANE and *
GRACE KANE, *
Husband and wife, *
Plaintiffs, *
*
v. * No. 02 - 502 - CD
*
LORI DEMCHAK, *
An individual, *
Defendant. *

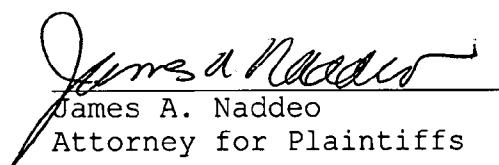
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Plaintiffs' Complaint filed in the above-captioned action was served on the following person and in the following manner on the 29th day of April, 2002:

First-Class Mail, Postage Prepaid

Lori Demchak
322 State Street, Apartment 2
Curwensville, PA 16833

Jeffrey S. DuBois. Esquire
498 Jeffers Street
DuBois, PA 15801


James A. Naddeo
Attorney for Plaintiffs

CLIFFFIELD, PENNSYLVANIA 16830
PO. BOX 552
211½ EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

Lap over margin

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

JOSEPH KANE and
GRACE KANE,
Husband and wife,
Plaintiffs,

V.

LORI DEMCHAK,
An individual,
Defendant.

No. 02 - 502 - CD

* Type of Pleading:

CERTIFICATE OF SERVICE

* Filed on behalf of:
* Plaintiffs

* Counsel of Record for
* this party:

*
* James A. Naddeo, Esq.

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

MAY 29 2002

01037122 *catfish* *nudib*
William A. Shaw
Prothonotary

CLIFFFIELD, PENNSYLVANIA 16830
P.O. BOX 552
211½ EAST LOCUST STREET
ATGRNEY AT LAW
JAMES A. NADDEO

Lap over margin

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

JOSEPH KANE and GRACE
KANE,

Plaintiffs

vs.

LORI DEMCHAK,
Defendant

No. 02 - 502- C.D.

Type of Pleading:

**ANSWER, NEW MATTER
AND COUNTERCLAIM
TO PLAINTIFFS' COMPLAINT**

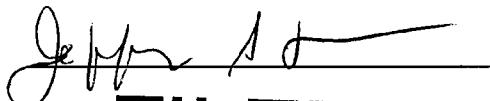
Filed on behalf of:
Defendant

Counsel of Record for
This Party:

Jeffrey S. DuBois
Supreme Court No. 62074
Hanak, Guido and Taladay
498 Jeffers Street
PO Box 487
DuBois, PA 15801

814-371-7768

You are hereby notified to plead
to the within pleading within
twenty (20) days hereof or a
default judgment may be entered
against you.



FILED

JUN 03 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH KANE and GRACE
KANE, :
Plaintiffs :
vs. : No. 02-502-C.D.
LORI DEMCHAK, :
Defendant :
.

ANSWER, NEW MATTER AND COUNTERCLAIM
TO PLAINTIFFS' COMPLAINT

AND NOW, comes the Defendant, LORI DEMCHAK, by their attorneys, HANAK, GUIDO AND TALADAY, and presents the following Answer, New Matter and Counterclaim to Plaintiffs' Complaint as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted. By way of further answer, after the expiration of the first year, said lease became a month-to-month lease.
5. Denied. The averments set forth in Paragraph 5 of Plaintiffs' Complaint are summarily denied, and on the contrary, Defendant paid rent through November of 2001, and no further rent is due for the reasons set forth herein.
6. Admitted. By way of further answer, Defendant informed Plaintiff that she was vacating the premises in November of 2001, and completely exited the premises on or about December 10, 2001.

7. Denied. It is specifically denied that Defendant damaged any part of the leased premises, and on the contrary, Defendant kept said premises in a neat and orderly fashion, only normal wear and tear occurred to the leased premises, and additionally, Defendant completely cleaned said premises upon her exiting the premises.

8. Denied. It is specifically denied there was any damage to the property, therefore, there was no need to repair any items.

9. Admitted. It is admitted Defendant did not pay the final water bill, but the reason for this, as she explained to the Plaintiffs, was that numerous persons broke into the leased premises and turned on the water unbeknownst to her. This fact was due, as set forth in New Matter and Counterclaim, to Plaintiffs' failure to adequately safeguard and secure the leased premises.

10. Denied. It is specifically denied that Defendant owes any money to Plaintiffs as Defendant has complied fully with the terms of the lease and has caused no damage to the leased premises.

11. Admitted. By way further answer, it is admitted that Plaintiffs have demanded monies from Defendant, but as set forth herein, Defendant does not owe any monies to Plaintiffs.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiffs' Complaint in its entirety with prejudice.

NEW MATTER

12. Paragraphs 1 through 11 are incorporated herein by reference as though the same were set forth more fully at length.

13. By the terms of the lease, after expiration of the first year, the lease turned into a month-to-month lease.

14. In November, 2001, Defendant gave Plaintiffs 30 days notice and informed Plaintiffs that she was terminating said lease.

15. Defendant further informed Plaintiffs that she would remove all property from the leased premises in December, 2001.

16. On or about December 10, 2001, Defendant removed all of her personal property from the leased premises.

17. Prior to exiting said premises, Defendant, along with her family members and friends, cleaned the entire leased premises.

18. Consequently, there was no damage to the leased premises save normal wear and tear.

19. Additionally, Defendant was never notified by Plaintiff of any damage to the leased premises.

20. Moreover, Plaintiff is required by law, specifically 68 P.S. §250.512, which requires every landlord within thirty (30) days of termination of the lease or upon surrender and acceptance of leasehold premises, to provide a tenant with a written list of any damages to the leasehold premises.

21. Plaintiff failed to provide said written list to Defendant within thirty (30) days of termination of the lease and by statute is required to pay Defendant double the security deposit, said amount being Five Hundred Fifty and 00/100 (\$550.00) Dollars.

22. The reason for Defendant terminating the lease was because the Plaintiffs failed to adequately safeguard the leased premises.

23. Specifically, on numerous occasions, Defendant's apartment was broken into and items taken from her apartment.

24. Even though Defendant repeatedly complained to Plaintiffs concerning the situation, Plaintiffs did nothing to rectify the situation.

25. After numerous complaints were submitted by Defendant to Plaintiffs, Plaintiffs' apartment manager admitted that his master key set to all the apartments had been stolen. Even though this master key set had been stolen, the Plaintiffs failed to use due diligence and change the locks on all the individual apartments on the premises.

26. As a result of Plaintiffs' failure, Defendant's apartment was broken into on numerous times and several items of Defendant were stolen.

27. The aforementioned situation created by the Plaintiffs' negligence made the living conditions for Defendant uninhabitable.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in her favor and against Plaintiffs.

COUNTERCLAIM

28. Paragraphs 1 through 27 are incorporated herein by reference as though the same were set forth more fully at length.

29. During the last four (4) months Defendant resided in the leased premises, specifically August through November, Defendant's apartment was broken into numerous times.

30. The cause for this apartment was to be broken into was because of the negligence of Plaintiffs and its agents and employees.

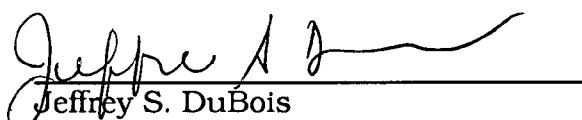
31. The living condition under which Defendant had to live at the leased premises was uninhabitable.

32. As a consequence, Defendant is entitled to reimbursement of the rent for those four months, specifically One Thousand One Hundred and 00/100 (\$1,100.00) Dollars.

33. Plaintiff failed to follow the requirement set forth in 68 P.S. §250.512 requiring a written list of any damages to the leased premises within thirty (30) days of termination of the lease.

34. As set forth in the statute, particularly 68 P.S. §215.512(c) requiring the landlord to pay double the amount of the security deposit, said amount is Five Hundred Fifty and 00/100 (\$550.00) Dollars.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in her favor and against Plaintiffs in the amount of One Thousand Six Hundred Fifty and 00/100 (\$1,650.00) Dollars, plus interest, attorney's fees and costs.



Jeffrey S. DuBois
Attorney for Defendant

VERIFICATION

I, LORI DEMCHAK, verify that the statements in the foregoing pleading are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

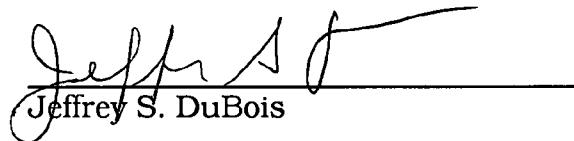
Lori Demchak
Lori Demchak

Date: 5/31/02

CERTIFICATE OF SERVICE

I do hereby certify that on the 3rd day of June, 2002, I mailed a copy of the within Answer, New Matter and Counterclaim, by first class mail, postage prepaid, to the following:

James A. Naddeo, Esq.
211-1/2 E. Locust Street
P. O. Box 552
Clearfield, PA 16830



Jeffrey S. DuBois

FILED

JUN 03 2002
0/12-1827
William A. Shaw
Prothonotary

Three (3) cc to *Acting*

*Acting
Prothonotary*

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

JOSEPH KANE and
GRACE KANE,
Husband and wife,
Plaintiffs,

v.

LORI DEMCHAK,
An individual,
Defendant.

* No. 02 - 502 - CD

* Type of Pleading:

* **ANSWER TO NEW MATTER
AND COUNTERCLAIM**

* Filed on behalf of:
* Plaintiffs

* Counsel of Record for
this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

JUN 10 2002

013407/c/catty/Naddeo

William A. Shaw
Prothonotary

ERD

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

JOSEPH KANE and *
GRACE KANE, *
Husband and wife, *
Plaintiffs, *
*
v. * No. 02 - 502 - CD
*
LORI DEMCHAK, *
An individual, *
Defendant. *

ANSWER TO NEW MATTER AND COUNTERCLAIM

NOW COMES the Plaintiffs, Joseph Kane and Grace Kane, and by their attorney, James A. Naddeo, Esquire, set forth the following:

13. Admitted.

14. Denied. On the contrary, it is alleged that Defendant at no time gave notice to Plaintiffs that she intended to terminate her lease and to the contrary absconded without notice.

15. Denied. On the contrary, it is alleged that Plaintiffs were never contacted by Defendant and advised that the premises would be vacated in December of 2001.

16. Denied. After reasonable investigation Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of said averment.

17. Denied. On the contrary, it is alleged that to the extent that an effort was made to clean the leased premises, Defendant failed to remove various types of debris and dog feces.

18. States a conclusion to which no answer is required. To the extent that an answer may be required, it is denied that the premises was not damaged and in further answer thereto, Plaintiffs incorporate the allegations of their Complaint.

19. Admitted as stated, but in further answer thereto, it is alleged that Defendant vacated the premises without informing Plaintiffs of her intention to do so and left no forwarding address. In further answer thereto, it is alleged that Plaintiffs had to locate Defendant's whereabouts through a private investigator and therefore were unable to provide Plaintiff with notice of the damage.

20. States a conclusion of law to which no answer is required. To the extent that an answer may be required, Plaintiffs incorporate their answer to Paragraph 19 hereof by reference.

21. States a conclusion of law to which no answer is required. To the extent that an answer may be required, Plaintiffs incorporate their answer to Paragraph 19 hereof by reference.

22. Denied. On the contrary, it is alleged that all doors were equipped with deadbolts as well as standard key locks which is the standard of the industry.

23. Denied. After reasonable investigation Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of said averment.

24. Denied. On the contrary, it is alleged that Defendant at no time informed Plaintiffs that her apartment had been invaded by third parties.

25. Denied. On the contrary, it is alleged that no master key was stolen. In further answer thereto, it is alleged that there was no master key to the deadbolt lock on Defendant's apartment, all of which were individual to the particular unit.

26. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

27. States a conclusion to which no answer is required. To the extent that an answer may be required, it is denied.

ANSWER TO COUNTERCLAIM

28. Plaintiffs incorporate their answers to Paragraphs 13 through 27 of Defendant's New Matter and make them a part hereof.

29. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

30. States a conclusion to which no answer is required. To the extent that an answer may be required, it is denied that Plaintiffs or their agents and employees were in any manner negligent.

31. States a conclusion to which no answer is required. To the extent that an answer may be required, said allegation is generally denied.

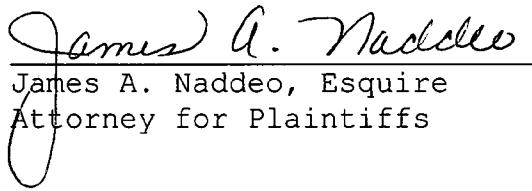
32. States a conclusion to which no answer is required. To the extent that an answer may be required, said allegation is generally denied.

33. States a conclusion of law to which no answer is required.

34. States a conclusion of law to which no answer is required.

WHEREFORE, Plaintiffs respectfully request that Defendant's Counterclaim be dismissed

Respectfully submitted,



James A. Naddeo, Esquire
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA)

ss.

COUNTY OF CLEARFIELD

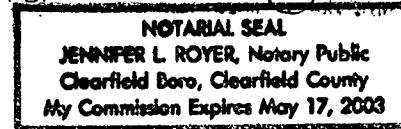
)

Before me, the undersigned officer, personally appeared Joseph F. Kane, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to New Matter and Counterclaim are true and correct to the best of his knowledge, information and belief.

Joseph F. Kane
Joseph F. Kane

SWORN and SUBSCRIBED before me this 10th day of June, 2002.

Jennifer L. Royer



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

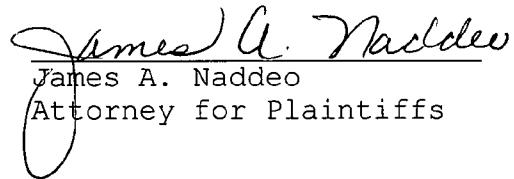
JOSEPH KANE and *
GRACE KANE, *
Husband and wife, *
Plaintiffs, *
*
v. * No. 02 - 502 - CD
*
LORI DEMCHAK, *
An individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Plaintiffs' Answer to New Matter and Counterclaim filed in the above-captioned action was served on the following person and in the following manner on the 10th day of June, 2002:

First-Class Mail, Postage Prepaid

Jeffrey S. DuBois. Esquire
498 Jeffers Street
DuBois, PA 15801



James A. Naddeo
Attorney for Plaintiffs

CLERAFFIELD, PENNSYLVANIA 16830
P.O. BOX 552
211½ EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

— Lap over margin —



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 02-0502-CD
Joseph & Grace Kane vs. Lori Demchak

Dear James A. Naddeo, Esq.:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before November 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

DSM
David S. Meholic
Court Administrator

FILED

SEP 12 2005

William A. Shaw
Prothonotary Clerk of Courts



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 02-0502-CD
Joseph & Grace Kane vs. Lori Demchak

Dear Jeffrey S. DuBois, Esq.:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

P P

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before November 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,


David S. Meholick
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Joseph and Grace Kane

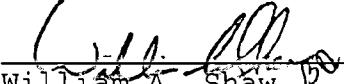
Vs.

02-0502-CD

Lori Demchak

Termination of Inactive Case

This case is hereby terminated with prejudice
this 17th day of November, 2005, as per Rule 230.2.



William A. Shaw
Prothonotary

FILED

NOV 17 2005

William A. Shaw
Prothonotary/Clerk of Courts