

02-652-CD
NORMAN L. SCHAFER -vs- LORETTA C. SNYDER

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

NORMAN L. SCHAFFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

No. 02-652-00

**COMPLAINT FOR
DECLARATORY RELIEF**

Filed on behalf of

Plaintiff

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

APR 24 2002

0111161 atty Kubista
William A. Shaw
Prothonotary
pc# 80.00
3cc atty.

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

NORMAN L. SCHAFFER,	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
LORETTA C. SNYDER,	:	
Defendant	:	

NOTICE

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Market & Second Street
Clearfield, PA 16830
(814) 765-2641, ext. 1300

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

NORMAN L. SCHAFFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

:
:
:
:
:
:
:

No.

COMPLAINT FOR DECLARATORY RELIEF

NOW COMES the Plaintiff, NORMAN L. SCHAFFER, by and through his attorneys, Belin & Kubista, and sets forth the following Complaint for Declaratory Relief, and in support thereof would aver as follows:

1. That Plaintiff is Norman L. Schaffer, an adult individual, currently residing at 208 Reynolds Avenue, DuBois, Clearfield County, Pennsylvania.

2. That Defendant is Loretta C. Snyder, an adult individual, currently residing at 37 Overlook Drive, DuBois, Clearfield County, Pennsylvania.

COUNT I – CONSTRUCTIVE TRUST – UNJUST ENRICHMENT

3. Paragraphs 1 and 2 are incorporated herein by reference as though set forth in full.

4. That on or about August 28, 1990, Defendant acquired a certain piece of real estate located in Sandy Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Deed and Record Book Volume 1363, Page 275 (hereinafter referred to as “the property”). A copy of said deed is attached hereto as Exhibit “A” and incorporated herein by reference as though set forth in full.

5. That situated on the property more particularly described on Exhibit “A” was a dwelling.

6. That in approximately 1991, Plaintiff and Defendant, entered into a relationship and began cohabitation in September or October of 1994.

7. That in 1995, the parties decided to tear down the dwelling located on the property and to build a home.

8. That on or about May 31, 1996, the parties entered into a contract with Beish & Miller for the construction of the dwelling for the cost of \$144,400.00. A copy of said contract is attached as Exhibit "B" and incorporated herein by reference as though set forth in full.

9. That Plaintiff paid the entire cost of construction of the new home.

10. That Defendant indicated to Plaintiff that she had a mortgage in her own name with Deposit Bank against the dwelling which the parties had torn down. A copy of said mortgage is attached hereto as Exhibit "C" and incorporated herein by reference as though set forth in full.

11. That on or about September 18, 1996, Defendant entered into a mortgage with Deposit Bank in the amount of \$60,000.00. A copy of said mortgage is attached hereto as Exhibit "D" and incorporated herein by reference as though set forth in full. Plaintiff joined in the note to Deposit Bank.

12. That proceeds from the mortgage more fully described in paragraph 11 hereof were used to pay off the mortgage more fully described in Exhibit "C" hereof and the majority of remainder of the proceeds were deposited into Defendant's checking account.

13. That the amount of the mortgage proceeds, more fully described in paragraph twelve (12) hereof, deposited into Defendant's account was approximately \$24,000.00.

14. That Plaintiff has made all mortgage payments (including principal and interest) on the subject premises totaling \$36,903.01 to date.

15. That Plaintiff has paid all school taxes from 1995 to 2001 on the subject premises totaling to date \$9,988.41.

16. That Plaintiff paid the following construction price of the dwelling to Beish and Miller pursuant to the Contract more fully described on Exhibit "A" as follows:

- a) \$107,500.000 – materials and labor;
- b) \$33,500.00 – materials and labor to complete basement;
- c) \$3,400.00 – to build roof over concrete slab.

17. That Plaintiff paid the following costs associated with construction of the home:

a) Caliri Concrete Construction in the amount of \$3,820.00 on July 8, 1996. A copy of said invoice is attached hereto as Exhibit "E" and incorporated herein by reference as though set forth in full;

b) H & S Excavating in the amount of \$5,325.00 on or about June 1997. A copy of said invoice is attached hereto as Exhibit "F" and incorporated herein by reference as though set forth in full;

c) C & C Lawnsapes in the amount of \$3,720.00 on or about August 12, 1997. A copy of said invoice is attached hereto as Exhibit "G" and incorporated herein by reference as though set forth in full.

18. That Plaintiff and Defendant were involved in a confidential relationship.

19. That Defendant, on numerous occasions, indicated her intent to place Plaintiff's name on the deed.

20. That Defendant terminated the relationship with Plaintiff on or about August 15, 2001.

21. That Defendant is under a duty to convey the property to Plaintiff as she would be unjustly enriched if she were permitted to retain the same.

WHEREFORE, Plaintiff requests Your Honorable Court to direct that a constructive trust existed, and the property belongs to Plaintiff.

COUNT II – EQUITABLE LIEN

22. Paragraphs 1 through 21 are incorporated herein by reference as though set forth in full.

23. That Defendant owes to Deposit Bank a certain mortgage, more fully described in paragraph eleven (11) hereof, to which she and Defendant are obligated to pay.

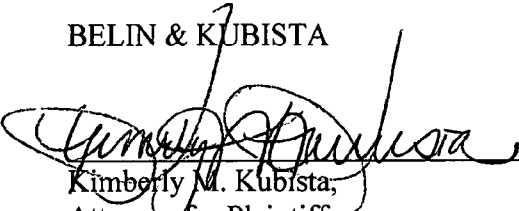
24. That Defendant retained approximately \$24,000.00 of the monies from the mortgage proceeds which were deposited into her account which are unaccounted for.

25. That it was the intent of all parties that Plaintiff would pay the mortgage and that the property would serve as security for payment of Defendant's obligation.

26. That on numerous occasions, Defendant indicated a desire to place Plaintiff's name on the deed.

WHEREFORE, Plaintiff requests Your Honorable Court to declare that an equitable lien exists in favor of Plaintiff in the amount of \$204,156.42 plus interests and costs and such other relief as the Court deems appropriate.

BELIN & KUBISTA


Kimberly M. Kubista,
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA:

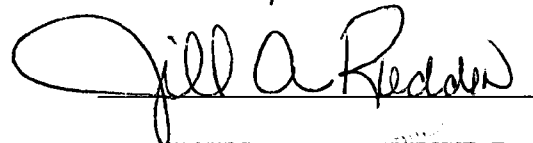
COUNTY OF CLEARFIELD

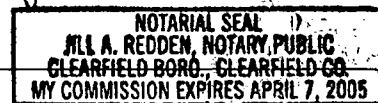
: SS
:

Before me, the undersigned Officer, personally appeared NORMAN L. SCHAFFER, 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.


NORMAN L. SCHAFFER

SWORN and SUBSCRIBED before me this 2nd day of April, 2002.





WARRANTY DEED

VOL 1363 PAGE 275
The Plankton
Williamsport, Pa. 17701

This Deed,

MADE the 28th day of August

in the year nineteen hundred and ninety (1990).

BETWEEN EMILY J. BEDELL, Widow, of Sandy Township, Clearfield County, Pennsylvania, Grantor, party of the first part;

A
N
D

C.
LORETTA SNYDER, of Sandy Township, Clearfield County, Pennsylvania, Grantee, party of the second part.

WITNESSETH, That in consideration of Forty-Two Thousand (\$42,000.00)

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee,

ALL that certain piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the corner of Reynolds Avenue and Lot No. 158; thence along the line of Reynolds Avenue, North 0° 15' West 100 feet to a post at Lot No. 155; thence along the line of said Lot No. 155, South 89° 45' West 150 feet to a post at an Alley; thence along the line of said Alley, South 0° 15' East 100 feet to a post at Lot No. 158; thence along the line of said Lot No. 158, North 89° 45' East 150 feet to a post at Reynolds Avenue and place of beginning. Said premises being Lots Nos. 156 and 157 in the Wilson Terrace Plat.

UNDER AND SUBJECT to all conditions, exceptions and reservations as contained in prior deeds of conveyance.

BEING the same premises which were conveyed to Orrin M. Bedell and Emily J. Bedell, husband and wife, by deed of Orrin M. Bedell, et ux., dated November 3, 1978, and recorded at Clearfield, Pennsylvania, in Deed Book No. 772, page 195. The said Orrin M. Bedell having died, title to said premises remained unto Emily J. Bedell, Grantor herein.

EXHIBIT

tabbies

A

RECORDED
INDEXED
1965
SEP 10
10:00 AM
CLERK OF COURTS
DEPT. OF REVENUE
STATE OF MISSISSIPPI

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

James M. [illegible]

This *15th* day of *July*, *1965*

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT 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 OF 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. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

AND the said grantor will GENERALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal, the day and year first above-written.

Sealed and delivered in the presence of

Emily J. Bedell (REAL)

(522)

(REAR)

(CLEAR)

(SEAL)

(SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee
208 Reynolds Avenue
DuBois, PA 15801

herein is as follows:

Christopher J. Shaw
Attorney or Agent for Grantor

Commonwealth of Pennsylvania }
County of Clearfield } SS:

On this, the 31st day of August 1990, before me a Notary Public the undersigned officer, personally appeared EMILY J. BEDELL, Widow known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal

at my hand and notarial seal
Robert F. York

My Commission Expires

NOTARIAL SEAL
DOLores F. YOHE, NOTARY PUBLIC
CITY OF DUGGIS, CLEARFIELD COUNTY, PA
MY COMMISSION EXPIRES MARCH 7, 1991

Commonwealth of Pennsylvania
County of } SS:

On this, the _____ day of _____, 19____, before me
the undersigned officer, personally appeared _____
known to me (or satisfactorily proven) to be the person
instrument, and acknowledged that _____ whose name _____ subscribed to the within
contained _____ executed the same for the purpose therein

IN WITNESS WHEREOF, I have hereunto set my hand and

and

My Commission Expires

State of

County of

SS:

On this, the day of 19 , before me
the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

My Commission Expires

State of

County of

SS:

On this, the day of 19 , before me
the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

DUBOIS AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 420.00

PAID 9-14-90 MICHAEL R. LYTLE
Date Agent

State Tax 420.00
D-S-Sch Tax 210.00
Sandy Temp 210.00



WARRANTY DEED - Published and Sold by
The Plunkert Co., Williamsport, Pa. 16801

EMILY J. BEDELL

-to-

LORETTA SNYDER

Dated

For

Consideration

Recorded

Entered for Record in the Recorder's

Office of

County, the

day of

19

Tax \$

Fees \$

Recorder

ANTHONY S. GUIDO
ATTORNEY AT LAW
P.O. BOX 585
DUBOIS, PA. 15801

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:38 PM 9-14-90
BY Blakely & General
FEES 1356
Michael R. Lytle, Recorder

Commonwealth of Pennsylvania

County of Clearfield } SS:

RECORDED in the Office for Recording of Deeds, etc., in and for said County, in Deed

Book No. 1363

Page 275

2 Records

WITNESS my Hand and Official Seal this 14 day of Sept. 1990

Michael R. Lytle

Recorder of Deeds

My Commission Expires
First Monday in January, 1992

Entered of Record Sept 14 1990, 2:38 PM Michael R. Lytle, Recorder

BEISH and MILLER CONSTRUCTION

Box 66 Grampian, PA 16838
Phone: 236-8392(Beish)
371-4325(Miller)



TO: Mr. Norm Shaffer and Mrs. Loretta Snuder
Treasure Lake
DuBois, PA 15801

PHONE: (814) 371-0669

WORK TO BE COMPLETED AT:
102 Reynolds Avenue
DuBois, PA 15801

DATE: May 31, 1996

CONTRACT

Beish & Miller Construction hereby proposes to furnish all the materials and perform all the work necessary for the completion of one single dwelling, ranch style home, with materials as listed on the following pages.

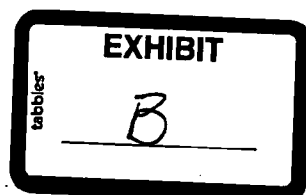
All materials are guaranteed to be as specified and the work to be performed in accordance with the drawings and specifications on the plans. The work is to be completed in a substantial workmanlike manner for the sum of \$107,500.00

PAYMENTS: Downpayment \$15,000.00

Upon completion of roof and shingles/doors
and windows \$42,500.00

Completion of plaster \$42,500.00

Completion of job \$7,500.00



The above price includes all things listed and agreed upon between the contractor and the owner. Any additional expenses acquired due to changes or additions by the owner will be billed on a semi-monthly or monthly basis.

Respectfully submitted Tom Miller

Beish & Miller Construction
Beish & Miller Construction

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted [Signature]

Signature [Signature]

Date 6-3-96

Signature _____

BEISH and MILLER CONSTRUCTION
Box 66 Grampian, PA 16838
Phone: P.D. Beish 236-0392
Tim Miller 371-4325



TO: Mr. Norm Shaffer
Treasure Lake
DuBois, PA 15801

PHONE: (814) 371-3382(Garage)

CONTRACT

To build: Home As Shown On Plans

1. 8" x 20" concrete footers
2. 10" concrete block foundation, 12 courses high and a cap; 8' ceiling in basement
3. 4" French drains around footers
4. TJI floor joist
5. 3/4 x 4 x 8 Tongue and groove flooring
6. 2 x 6 exterior walls with 6" fiberglass insulation
7. 7/16 OSB on outside of exterior walls
8. Tyvek housewrap
9. Vinyl siding ; builders cost not to exceed \$55 per square
10. Shutters according to plan
11. Andersen Casement Windows with screens
12. Aluminum fascia and soffit, white

13. Aluminum gutters and down spouts, white
14. Truss roof system - option that contractor may build roof rafters
15. 3/4 " sheeting on roof
16. 25 year Fiberglass shingles
17. Vent-A- Ridge
18. 2 x 4 interior walls
19. Plastered walls and ceilings - 2 coats - finishing coat may be smooth,swirled
20. Oak trim and baseboard throughout house
21. Oak flush doors
22. One closet rod and shelf per closet
23. 10" ceiling insulation
24. Hot water baseboard heat
25. 200 AMP electric service with 40 openings in panel box
26. Underground cable to house
27. 100 electric openings
28. 2 fan and light combinations for bathrooms
29. Copper water lines and PVC drains
30. 40 gallon natural gas, hot water heater
31. Kohler bathroom fixtures
 - A. Cape Cod Neo-angle Shower 40" x 40" (K-1517)
 - B. Glass enclosure (K-5123)
 - C. One piece Tub (K-1586)
 - D. Wellworth Toilet (K-3421-K)
 - E. Coralais Faucet (K-1511)
32. Vanities and medicine cabinets for two bathrooms(see allowances below)

33. Stainless steel, double bowl kitchen sink
34. 23' x 32' attached garage, interior unfinished
35. 16' x 7' insulated garage door
36. 3/0 x 6/8 steel man door in garage(see allowance below)
37. 4" concrete basement floor with 3 floor drains
38. 4" concrete garage floor with one drain
39. 4" concrete front porch floor
40. Two brick fireplaces for hard coal inserts

Allowances:

1. Kitchen: (allowance of \$3400.) to include countertop
2. Bathrooms: (allowance of \$3000.) to includes faucets, vanities, tub and showers, medicine cabinets, and toilets
3. Floor covering: (allowance of \$4100) carpet and vinyl
4. Doors
 Front door: (allowance of \$800.) 3/0 x 6/8 with siders
 Additional exterior doors - 3: (allowance of \$600) 3/0 x 6/8 steel
5. Brick not to exceed \$315 a thousand on fireplaces

Homeowner will provide:

1. Lighting fixtures
2. Appliances: stove, refrigerator, dishwasher, etc.
3. Paving of driveways and sidewalks
4. Landscaping
5. Fire and other necessary insurance on house
6. Bathroom towel bars, paper holder, etc. (if it exceeds that bathroom allowance #2 above)

Contractor:

1. Excavation of foundation
2. Digging of electric, water, sewer lines and their installation
3. Backfilling the foundation
4. Painting and staining
5. Installation of lighting fixtures

BEISH and MILLER CONSTRUCTION
BOX 66 GRAMPIAN, PA.

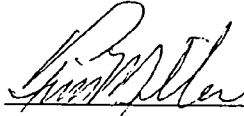
Estimate to finish basemet at 102 Reynolds Ave. DuBois Pa.

Work to include the following:

1. Plastering walls to match the upstairs
2. Building one bath room with shower, toilet and vanity
3. Building two rooms aprox. 10 x 10 ft. and one large greatroom.
4. Installing supended ceiling throughout entire basement.
5. Installing kitchen cabinets and bar area.
6. Install electric openings to meet code.
7. Installing oak doors and trim to match the upstairs.

Total cost with material and labor : \$ 33,500.00

Beish and Miller Contruction



Signature



Date

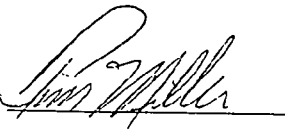
Aug 31 96

Beish and Miller Construction
Box 66, Grampian, Pa.

Cost to build a roof over concrete slab with screened sides and one stormdoor.

Total cost: \$ 3,400.00

Beish & Miller construction

 Date 1998

STATE OF PENNSYLVANIA: 88
COUNTY OF CLEARFIELD: 88
RECORDED in the Recorder's Office in and for said
County in Deed and Records Book No. 1363
Page 279

VOL 1363 PAGE 279

A.D. 1986 by virtue
of A.D. 1986 recorded in

Witnessed by me, Notary Public in and for said
County, this 14th day of August, A.D. 1990
My Commission Expires
First Monday in January, 1992

And now this 22nd day of August, A.D. 1990, day of August, A.D. 1986 recorded in
Deed and Records Book 1104 page 305 and to me directed. I hereby enter
satisfactory in full of the mortgage.

Recorder: Rebecca A. Kett

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 11, 1990. The mortgagor is LORETTA C. SNYDER ("Borrower"). This Security Instrument is given to DEPOSIT BANK, which is organized and existing under the laws of Pennsylvania, and whose address is 2 East Long Avenue, DuBois, PA 15801. Borrower owes Lender the principal sum of Thirty-Three Thousand and Six Hundred Dollars (U.S. \$33,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2010. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

ALL that certain piece or parcel of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the corner of Reynolds Avenue and Lot No. 158; thence along the line of Reynolds Avenue, North 0 degrees 15 minutes West 100 feet to a post at Lot No. 155; thence along the line of said Lot No. 155, South 89 degrees 45 minutes West 150 feet to a post at an alley; thence along the line of said Alley, South 0 degrees 15 minutes East 100 feet to a post at Lot No. 158; thence along the line of said Lot No. 158, North 89 degrees 45 minutes East 150 feet to a post at Reynolds Avenue and place of beginning. Said premises being Lots Nos. 156 and 157 in the Wilson Terrace Plat.

UNDER AND SUBJECT to all conditions, exceptions and reservations as contained in prior deeds of conveyance.

BEING the same premises which became vested in the Mortgagor herein by deed of Emily J. Bedell dated August 28, 1990 and not yet recorded but intending to be recorded contemporaneously herewith.

which has the address of 208 Reynolds Avenue, DuBois, Pennsylvania 15801 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

PENNSYLVANIA—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

BANCONSUMER FORM PA M-3039 12/83

EXHIBIT

C

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts advanced by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Lender shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 15 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

23. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

24. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- ☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) (specify) _____

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Susan M. Hartzfeld

Loretta C. Snyder (Seal)
Borrower

(Seal)
Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 12th day of September, 19 90, before me,

a Notary Public _____ the undersigned officer, personally appeared

Loretta C. Snyder known to me (or satisfactorily proven)

to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

NOTARIAL SEAL
SUSAN M. HARTZFELD, NOTARY PUBLIC
City of DuBois, Clearfield County
Commission Expires August 16, 1993

Notary Public
Title of Officer

I hereby certify that the precise residence of the within Mortgagee is 2 East Long Avenue, DuBois, PA 15801

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:39 PM 9-14-90
BY Michael R. Lytle
FEES 12.50
Michael R. Lytle, Recorder

Christopher D. Shaver
(Signature)

Entered of Record Sept 14 19 90, 2:39 PM Michael R. Lytle, Recorder

RECORDATION REQUESTED BY:

Deposit Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

WHEN RECORDED MAIL TO:

SEND TAX NOTICES TO:

LORETTA C SNYDER
305 RUMBARGER AVE
DUBOIS, PA 15801

VOL 1789 PAGE 213

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

OPEN - END CONSTRUCTION MORTGAGE
THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE IS DATED 9/18/96, between LORETTA C SNYDER, whose address is 305 RUMBARGER AVE, DUBOIS, PA 15801 (referred to below as "Grantor"); and Deposit Bank, whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Real Property");

The Real Property or its address is commonly known as 208 REYNOLDS AVE, DUBOIS, PA 15801.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means LORETTA C SNYDER. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. The liens and security interests created pursuant to this Mortgage covering the Indebtedness which may be created in the future shall relate back to the date of this Mortgage.

Lender. The word "Lender" means Deposit Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated 9/18/96. In the original principal amount of \$60,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is January 1, 2012.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all acccessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-493 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to, and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or

EXHIBIT

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Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and

Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

Deficiency Judgment. Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intimated disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings, searching records, obtaining title reports (including foreclosure reports), surveys, reports, and appraisal fees, and appraisal fees, and appraisal fees, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage, and notices pursuant to 42 Pa. C.S.A. Section 8143, et seq., shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

ARBITRATION:

1. Mandatory Arbitration: Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 et seq., and the American Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

2. Provisional Remedies, Self Help and Foreclosure: No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as self-help, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

ALL that certain piece or parcel of land, lying and being situate in the Township of Sandy County of Clearfield and State of Pennsylvania, bounded and described as follows to wit:

BEGINNING at a post at the corner of Reynolds Avenue and Lot No. 158; thence along the line of Reynolds Avenue, North 0 degrees 15 minutes West, 100 feet to a post at Lot No. 155; thence along the line of said Lot No. 155, South 89 degrees 45 minutes West, 150 feet to a post at an alley; thence along the line of said alley, South 0 degrees 15 minutes East, 100 feet to a post at Lot No. 158; thence along the line of said Lot No. 158, North 89 degrees 45 minutes East, 150 feet to a post at Reynolds Avenue and the place of beginning. Said premises being Lots Nos. 156 and 157 in the Wilson Terrace Plat.

UNDER AND SUBJECT to all conditions, exceptions and reservations as contained in prior deeds of conveyance.

BEING the same premises which became vested in the Mortgagor herein by deed of Emily J. Bedell, dated August 28, 1990 and recorded in Clearfield County Deed and Records Book 1363 page 275.

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



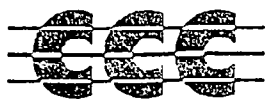
Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:42AM 9-19-96
BY Blackburn Jones
FEES 17.50
Karen L. Starck, Recorder

EXHIBIT "A"

Entered of Record 9-19 1996 : 11:42AM Karen L. Starck, Recorder



CALIARI

Concrete Construction



RR2, Box 170, DuBois, PA 15801

Telephone (814) 371-1339

1325

Commercial & Residential • Concrete Finishing • Paver Brick Driveways & Sidewalks
Skid Steer Service • Concrete Cutting

TO: Allen Schaffer
208 Reynolds AVE
DuBois PA

Date: 6/24/90
P.O. # DRIVEWAY & SIDEWALKS

TERMS: UPON RECEIPT

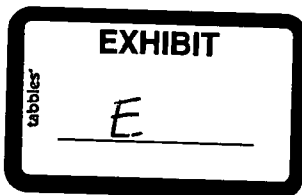
1 1/2% interest charged on accounts past 30 days.

DATE	DESCRIPTION	PRICE PER LIN. FT.	PRICE PER SQ. FT.	AMOUNT
	Prep & Pour DRIVEWAY AND SIDEWALKS Exc, Material, Labor	PP 1/ft	TOTAL	\$3220.00

Thank You!

"Do it right the first time...Use The Professionals"

Thank You!



H & S Excavating
R.D. #3 Box 363B
Punxsutawney, PA 15767
814-427-5201

=====

TO: NORM SCHAFER DATE: 6 - 97

YARD WORK AT HOUSE TERMS: 10% AFTER 15 DAYS

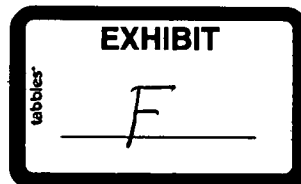
=====

MACHINE	DESCRIPTION	HOURS	PRICE	AMT
BACKHOE				
DOZER	GRADING YARD			
EXCAVATOR				
SKID STEER				
TRUCK	HAULING FILL & TOPSOIL			
TRUCK & TRAILER				
MATERIAL				

Rec

TOTAL: \$5325.00

THANK YOU FOR YOUR BUSINESS.



BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

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

NORMAN L. SCHAFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

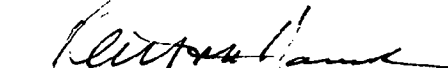
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No. 02-652-CD

ACCEPTANCE OF SERVICE

I accept service of the Complaint for Declaratory Relief in the above referenced
case on behalf of the Defendant, Loretta C. Snyder

HANAK, GUIDO & TALDAY


Robert Hanak, Esquire

Date: May 6, 2002

FILED

MAY 10 2002
01249/KC atty Kibicki
William A. Shaw
Prothonotary *dk*

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

NORMAN L. SCHAFFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

CIVIL DIVISION

No. 02-652-CD

Type of pleading

**ANSWER, NEW MATTER
AND COUNTERCLAIM**

Filed on behalf of:

DEFENDANT

Counsel of record for
this party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

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

mjl:10/noc
William A. Shaw
Prothonotary



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

NORMAN L. SCHAFFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

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:

No. 02-652-CD

ANSWER

AND NOW, comes the Defendant, Loretta C. Snyder, and by her Attorney, Robert M. Hanak, responds to the Complaint for Declaratory Relief as follows:

1. Admitted.
2. Admitted.

COUNT I - CONSTRUCTIVE TRUST - UNJUST ENRICHMENT

3. Defendant incorporates responses to the above paragraphs.

4. Admitted, but by way of further answer, it is averred that Defendant owned such real estate prior to knowing the Plaintiff or prior to any relationship between the parties.

5. Admitted.

6. Admitted.

7. Admitted, but by way of further answer, Defendant incorporates her allegations of New Matter herein.

8. Admitted in part and denied in part. It is admitted that the parties entered a contract on or about May 31, 1996, however, the contract entered and signed by the Defendant was for \$107,500.00,

and not the amount as stated. The balance of the contract, i.e. \$33,500.00 was for the finishing of the basement of the constructed home which was not executed or agreed by the Defendant.

9. It is denied that the Plaintiff paid the entire cost of the construction of the new home. To the contrary, Defendant participated and contributed to the payment of said home as developed by further pleadings herein and by proofs in this case.

10. Admitted.

11. Admitted.

12. Admitted in part and denied in part. It is admitted that proceeds from the mortgage of September 18, 1996, were used to payoff the prior mortgage as pleaded in Exhibit C. Specifically, said amount used to clear the Exhibit C mortgage was \$31,287.00. After clearance of that mortgage and costs, a sum of \$28,454.00 was distributed to the Defendant, and from said distribution Defendant applied all of the \$28,454.00 to the construction of the home and the furnishing of the home.

13. Defendant has responded to this allegation in Paragraph 12 above by asserting that \$28,454.00 was deposited into her account which she applied to the construction of the home or furnishings of the home.

14. It is denied that Plaintiff has made all mortgage payments as averred. To the contrary, the mortgage payments were paid by Loretta Snyder until August 1, 2001, at which time the Plaintiff started directly paying said mortgage.

15. Admitted that Plaintiff paid school taxes, however, Defendant is unaware of the amounts of school taxes paid by Plaintiff, therefore, demands strict proof at trial.

16. Admitted in part and denied in part. It is admitted Plaintiff paid construction payments to Beish and Miller, however, the amount as averred in Subparagraph (a) is denied. Of said sum, Defendant paid \$5,357.00 from proceeds of her mortgage. As to Subparagraph (b), Defendant did not enter any contract for the basement completion and is unaware of payments made by Plaintiff to complete the basement, therefore, denies and demands strict proof at trial. As to Subparagraph (c), Defendant did not enter a contract to build a roof over the concrete slab and is unaware of any payments made for such service, therefore, denies and demands strict proof thereof at trial.

17. As to the allegations of 17(a), (b) and (c), Defendant is unaware of payments made by Plaintiff as to the accounts as averred, therefore, denies and demands strict proof at trial.

18. It is denied that the parties were involved in a confidential relationship. To the contrary, Plaintiff and Defendant lived together in an open relationship as unmarried parties, and it was never intended that such relationship would be considered a confidential relationship to the degree that such relationship has any bearing on the legal impacts of this case.

19. Denied. It is denied that Defendant indicated her intent to place Plaintiff's name on the deed. To the contrary, at all times Defendant made it very clear to the Plaintiff that the equity in her home when the relationship of the parties commenced, was to be

preserved to the Defendant and not shared or subject to any claim by the Plaintiff.

20. Admitted.

21. The allegation of duty and unjust enrichment constitute a legal conclusion to which a responsive answer is not necessary. To the degree determined otherwise by this Court, Defendant avers that there is no duty to convey the property to the Plaintiff.

WHEREFORE, Defendant requests your Honorable Court to direct judgment in her favor.

COUNT II - EQUITABLE LIEN

22. The Defendant incorporates her answers to Paragraphs 1 through 21.

23. Admitted.

24. Denied. Monies from mortgage proceeds as averred were applied to the construction of the home and to the furnishings of the home as averred herein.

25. It is denied that it was the intent of the parties that the Plaintiff would pay the mortgage. To the contrary, the parties framed no intention as to Plaintiff's obligation to pay the mortgage. It is admitted that the property served as security for the Defendant's obligation.

26. It is denied that Defendant indicated the desire to place Plaintiff's name on the deed. To the contrary, at all times as averred by prior allegations, it was intended that Defendant would maintain the property in her name.

WHEREFORE, Defendant requests your Honorable Court to enter judgment in her favor.

NEW MATTER

27. Paragraphs 1 through 26 of Defendant's Answer are incorporated herein by reference as if fully set forth.

COUNT I - STATUTE OF FRAUDS

28. The claim of the Plaintiff is barred by the application of the Statute of Frauds.

COUNT II - STATUTE OF LIMITATIONS

29. The claim of the Plaintiff is barred by the applicable Statute of Limitations.

COUNT III - VOLUNTEERED GIFTS

30. Any payments or applications to the equity of Defendant's property were made as gifts by the Plaintiff without return obligation of the Defendant. There are no contractual obligations of the Defendant to Plaintiff as created by the dealings of the parties.

COUNT IV - FACTUAL ALLEGATIONS OF NEW MATTER

31. At the beginning of the relationship of the parties, Defendant owned and maintained her own home on Reynolds Avenue and resided in such dwelling. At that time, the dwelling had a net equity value of \$35,000.00.

32. At all times, the Defendant made it clear to the Plaintiff that she would not affect or jeopardize the net equity value of her real estate by virtue of any subsequent dealings of the parties.

33. At all times, the Defendant made it clear to the Plaintiff that title to her home, and her equity in her home would be preserved.

34. Of the mortgage proceeds as averred in Plaintiff's Complaint Paragraphs No. 12 and No. 13, the Defendant made the following payments:

(a) \$5,357.00 to Beish and Miller to apply to the primary construction contract;

(b) \$6,922.03 to DuBois Carpet to apply to carpeting of the real estate;

(c) \$7,270.29 to Steeple Furniture for furnishing of the real estate premises; and

(d) \$9,962.00 to Beish and Miller at the time of move in.

35. During the term of their relationship from inception to August 1, 2001, the Plaintiff resided in the residence of the Defendant. Payments made by Plaintiff were for shared living expenses which were paid by the Defendant and were met or exceeded by payments of the Defendant.

36. Since the termination of the relationship of the parties of cohabitation, the Plaintiff has continued to reside in the home of the Defendant and continues to use all furniture and appliances owned or purchased by the Defendant.

37. Plaintiff has made no rental payments or contributions for usage to the Defendant.

WHEREFORE, based on matters of New Matter, the Defendant demands judgment in her favor.

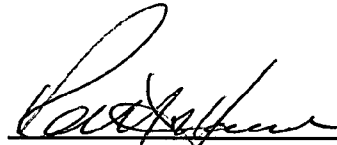
COUNTERCLAIM

The Defendant hereby incorporates her answers to Plaintiff's Complaint and her allegations of New Matter, and hereby counterclaims against the Plaintiff as follows:

38. Should this Court determine that an equitable lien exists, then Defendant is entitled to a reasonable rental value for use of Defendant's premises and the use of furniture and contents therein, which amount would offset any potential equitable lien.

39. Should it be determined that there is an unjust enrichment, the Defendant is entitled to offsets against any amounts based on the value of her property and equity at the time of the commencement of the relationship.

WHEREFORE, Defendant demands judgment in her favor.



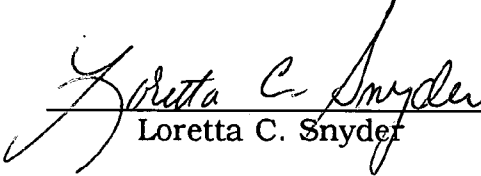
Robert M. Hanak
Attorney for Defendant

VERIFICATION

I, LORETTA C. SNYDER, do hereby verify that I have read the foregoing ANSWER, NEW MATTER AND COUNTERCLAIM. The statements therein are correct to the best of my personal knowledge or information and belief.

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

Date: 5-28-02

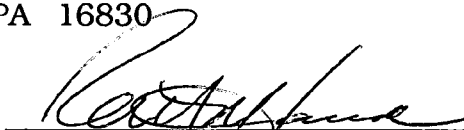


Loretta C. Snyder

CERTIFICATE OF SERVICE

I certify that on the 30th day of May, 2002, a true and correct copy of the attached ANSWER, NEW MATTER AND COUNTERCLAIM was sent via first class mail, postage prepaid, to the following:

Kimberly M. Kubista, Esq.
Belin & Kubista
15 N. Front Street
P. O. Box 1
Clearfield, PA 16830

A handwritten signature in black ink, appearing to read "Robert M. Hanak", is written over a horizontal line.

Robert M. Hanak
Attorney for Defendant

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

NORMAN L. SCHAFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

No. 02-652-CD

**PRELIMINARY OBJECTIONS
IN THE FORM OF A MOTION
TO STRIKE**

Filed on behalf of

Plaintiff

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

JUN 12 2002

01/10:46/2cc atty Kubista
William A. Shaw
Prothonotary

(Signature)

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

NORMAN L. SCHAFFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

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No. 02-652-CD

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 Pleading 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 Pleading 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's Office
Clearfield County Courthouse
Market & Second Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 1300

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

NORMAN L. SCHAFFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

No. 02-652-CD

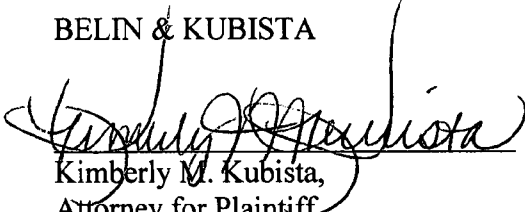
PRELIMINARY OBJECTIONS IN THE
FORM OF A MOTION TO STRIKE

NOW COMES the Plaintiff, NORMAN L. SCHAFFER, by and through his attorneys, Belin & Kubista, and sets forth the following Preliminary Objections in the form of a Motion to Strike, and in support thereof would aver as follows:

1. That in response to Plaintiff's Complaint, Defendant filed a New Matter raising as defenses the Statute of Limitations and the Statute of Frauds.
2. That both defenses raised are inappropriate as this is an equity action to which both claims are not applicable.

WHEREFORE, Plaintiff requests Your Honorable Court to strike Count I and Count II of Defendant's New Matter.

BELIN & KUBISTA


Kimberly M. Kubista,
Attorney for Plaintiff

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

NORMAN L. SCHAFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

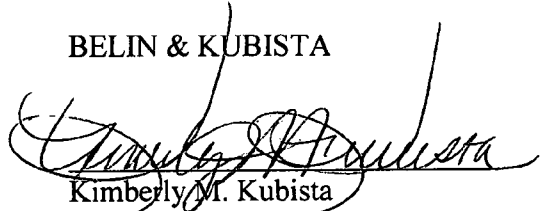
No. 02-652-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Preliminary
Objections in the form of a Motion to Strike in the above captioned matter on the following
party by first-class, postage prepaid mail on the 12th day of June, 2002:

Robert Hanak, Esquire
Hanak, Guido & Taladay
498 Jeffers Street
DuBois, PA 15801

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiff

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

10

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

NORMAN SCHAFFER,
Plaintiff

v.

LORETTA SNYDER,
Defendant

No. 02-652-CD
No. 02-958-CD

**JOINT MOTION FOR
CONSOLIDATION**

Filed on behalf of

Plaintiff and Defendant

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

Robert Hanak, Esquire
Pa. I.D. 05911

HANAK, GUIDO & TALADAY
498 Jeffers Street
DuBois, PA 15801
(814) 371-7768

FILED

SEP 27 2002

William A. Shaw
Prothonotary

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

NORMAN SCHAFFER,
Plaintiff

v.

LORETTA SNYDER,
Defendant

No. 02-652-CD

No. 02-958-CD

ORDER

NOW THIS 1st day of October, 2002, upon Joint Motion for Consolidation, it is hereby ORDERED that cases filed to Civil Division No. 02-652-CD and Civil Division No. 02-958-CD shall be consolidated and all further pleadings shall be filed to Civil Division No. 02-652-CD.

BY THE COURT

Judge

FILED

OCT 01 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NORMAN L. SCHAFFER

:

VS.

: NO. 02-652-CD

LORETTA C. SNYDER

:

O R D E R

NOW, this 7th day of November, 2002, upon consideration of Preliminary Objections in the form of a Motion to Strike filed on behalf of Plaintiff above-named to Defendant's New Matter raising the defenses of Statute of Limitations and Statute of Frauds; and argument and briefs thereon, it is the ORDER of this Court that said Objections be and are hereby sustained and the above defenses stricken without prejudice to the Defendant's raising them again should they become relevant.

BY THE COURT,

President Judge

FILED

NOV 08 2002

William A. Shaw
Prothonotary

FILED

100 Atty Kubista
100 Atty Harak

9/19/55
100 0 87302

William A. Shaw
Prothonotary

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

NORMAN L. SCHAFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

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No. 02-652-CD

PRAECIPE TO PLACE ON
TRIAL LIST

File on behalf of

Plaintiff

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

DEC 12 2002

William A. Shaw
Prothonotary

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

NORMAN L. SCHAFER,
Plaintiff

vs.

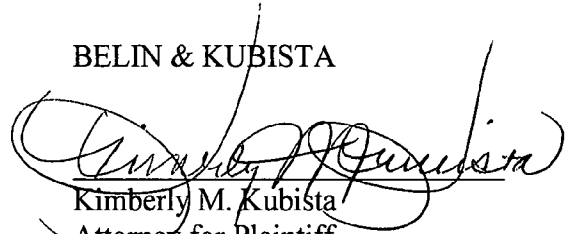
LORETTA C. SNYDER,
Defendant

No. 02-652-CD

PRAECIPE TO PLACE ON TRIAL LIST

Please place the above captioned matter on the trial list. I certify there are no Motions outstanding, Discovery has been completed, the case is ready for trial and is to be heard non-jury. Notice of the Praecipe has been given to Robert Hanak, Esquire, attorney for Defendant.

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiff

Date: 12-11-02

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

NORMAN L. SCHAFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

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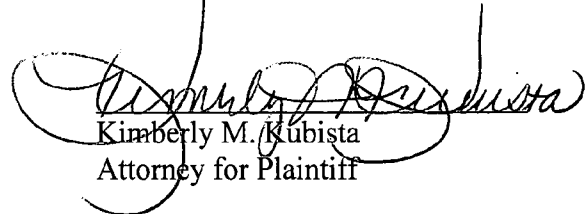
No. 02-652-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Plaintiff's Praecipe to Place on Trial List in the above captioned matter to the following party by first-class, postage prepaid mail on the 12 day of December, 2002:

Robert Hanak, Esquire
Hanak, Guido & Taladay
498 Jeffers Street
DuBois, PA 15801

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiff

FILED
O 10:42 AM NOV
DEC 12 2002
William A. Shaw
Prothonotary

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

11

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

NORMAN L. SCHAFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

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:
:

No. 02-652-CD

ANSWER TO NEW MATTER
AND COUNTERCLAIM

Filed on behalf of

Plaintiff

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

JUL 22 2003

William A. Shaw
Prothonotary

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

NORMAN L. SCHAFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

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No. 02-652-CD

ANSWER TO NEW MATTER

NOW COMES the Plaintiff, NORMAN L. SCHAFER, by and through his attorneys, Belin & Kubista, and sets forth the following Answer to New Matter, and in support thereof would aver as follows:

27. Paragraph 27 – no answer required.

COUNT I – STATUTE OF FRAUDS

28. Paragraph 28 – no answer required as the same has been stricken from the record pursuant to Order dated November 7, 2002.

COUNT II – STATUTE OF LIMITATIONS

29. Paragraph 29 – no answer required as the same has been stricken from the record pursuant to Order dated November 7, 2002.

COUNT III – VOLUNTEERED GIFTS

30. Paragraph 30 is denied that any payments or applications to the equity of Defendant's property were made as gifts by the Plaintiff without return obligation of the Defendant. It is further denied that there are no contractual obligations of the Defendant to Plaintiff as created by the dealings of the parties.

COUNT IV – FACTUAL ALLEGATIONS OF NEW MATTER

31. Paragraph 31 is admitted in part and denied in part. It is admitted that Defendant owned her own home on Reynolds Avenue and resided in the dwelling at the beginning of the parties' relationship. It is denied that the dwelling had a net equity value of \$35,000.00.

32. Paragraph 32 is denied that Defendant made it clear to the Plaintiff that she would not affect or jeopardize the net equity of her real estate by virtue of any subsequent dealings of the parties.

33. Paragraph 33 is denied that Defendant made it clear to the Plaintiff title to her home and her equity would be preserved.

34. (a) Admitted in part and denied in part. It is admitted that a check to Beish and Miller was applied to the primary construction contract which came from Defendant's checking account after remaining mortgage proceeds to which Plaintiff continues to pay were deposited into Defendant's account.

(b) Neither admitted nor denied in that after reasonable investigation Plaintiff is without knowledge sufficient to form a belief.

(c) Admitted and as further answer thereto, Defendant has in her possession all furnishings.

(d) Denied that \$9,962.00 was given to Beish and Miller.

35. Paragraph 35 is admitted in part and denied in part. It is admitted that Plaintiff and Defendant resided in the dwelling. It is denied that Plaintiff made payments for shared living expenses or that Plaintiff's expenses were met or exceeded by payments made by Defendant.

36. Paragraph 36 is admitted in part and denied in part. It is admitted that Plaintiff has continued to reside in the home. It is denied that Plaintiff continues to use Defendant's furniture as Defendant took substantial furnishings with her when she left.

37. Paragraph 37 is admitted in part and denied in part. It is admitted that Plaintiff has made no rental payments to Defendant; however, in further answer hereto, Plaintiff has continued to pay taxes, insurance and mortgage payments as well as additional maintenance on the home with no contribution from the Defendant.

WHEREFORE, Plaintiff requests that Your Honorable Court enter judgment in his favor.

ANSWER TO COUNTERCLAIM

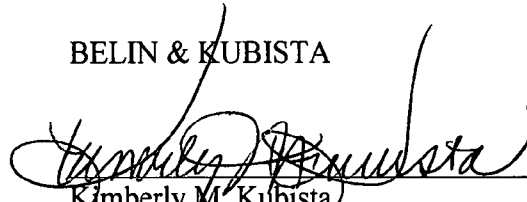
NOW COMES the Plaintiff, NORMAN L. SCHAFFER, by and through his attorneys, Belin & Kubista, and sets forth the following Answer to Defendant's Counterclaim, and in support thereof would aver as follows:

38. Paragraph 38 is denied. It is denied that should the Court determine an equitable lien exists that rental value is due Defendant.

39. Paragraph 39 is denied that Defendant is entitled to offsets against any amounts based on value of her property or any equity at the time of the commencement of the relationship.

WHEREFORE, Plaintiff requests that Your Honorable Court enter judgment in his favor.


BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiff

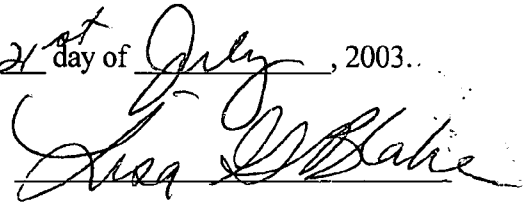
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS

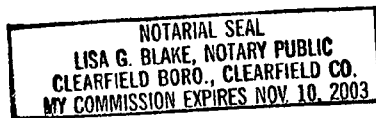
Before me, the undersigned Officer, personally appeared KIMBERLY M. KUBISTA, ESQUIRE who being duly sworn according to law deposes and states that she is Counsel of record for Plaintiff and that Plaintiff is unavailable to verify the allegations of the Answer and New matter within the time allowed for filing and further that the source of the information was obtained from Plaintiff and therefore upon the information supplied by Plaintiff, states that the facts set forth in said Petition are true and correct to the best of her knowledge, information and belief.

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiff

SWORN and SUBSCRIBED before me this 21st day of July, 2003..





notary public

FILED
JUL 22 2003
10:40 AM
JUL 22 2003
William A. Shaw
Prothonotary

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

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

NORMAN L. SCHAFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

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:
:
:

No. 02-652-CD

CERTIFICATE OF SERVICE

File on behalf of

Plaintiff

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

JUL 22 2003

William A. Shaw
Prothonotary

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

NORMAN L. SCHAFFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

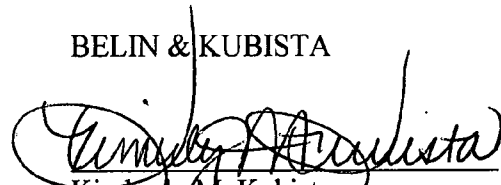
No. 02-652-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Answer to New Matter and Counterclaim in the above captioned matter by first-class, postage prepaid mail on the 22nd day of July, 2003 to the following:

Robert Hanak, Esquire
Hanak, Guido & Taladay
498 Jeffers Street
DuBois, PA 15801

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiff

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

FILED
D 2-3764
JUL 22 2003
NBCU
William A. Shaw
Prothonotary

C & C LAWNSCAPES
CHUCK STOM
RR #1 BOX 15 - A
PENFIELD, PA 15849
814-637-5271

INVOICE

NO. _____
DATE Aug 12 1997
YOUR ORDER NO. LB 0197
OUR ORDER NO. _____

SOLD TO:

NORM Schaffer
WASSON AVE
Debois

SHIP TO:

SAME

F.O.B.

TERMS

DATE SHIPPED

SHIPPED VIA

SALESPERSON

ORDERED	SHIPPED	DESCRIPTION	PRICE	PER	AMOUNT
1					
2		PLANTS			1750. ⁰⁰
3		Retaining wall Block			500. ⁰⁰
4		STONE / mulch			350. ⁰⁰
5		Fabric, Sed Cutter, Soil additives			375. ⁰⁰
6		LABOR			750. ⁰⁰
7					
8					
9					
10					
11		TOTAL			3720. ⁰⁰
12					
13					
14					
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16					
17					
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19					
20					

Pd in
full
[Signature]

EXHIBIT

G

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

NORMAN L. SCHAFFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

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No. 02-652-CD

AFFIDAVIT OF PLAINTIFF
TO ANSWER TO NEW MATTER
AND COUNTERCLAIM

Filed on behalf of

Plaintiff

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

JUL 28 2003

William A. Shaw
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA

:

SS

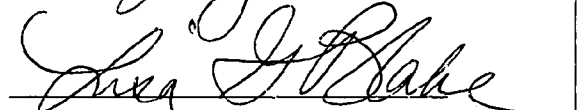
COUNTY OF CLEARFIELD

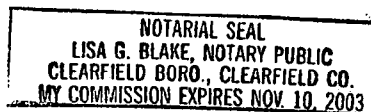
:

Before me, the undersigned Officer, personally appeared NORMAN L. SCHAEFFER, 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.


Norman L. Schaeffer

SWORN and SUBSCRIBED before me this 25th day of July, 2003.


notary public



CLEARFIELD, PENNSYLVANIA 16830

15 NORTH FRONT STREET
P. O. BOX 1
ATTORNEYS AT LAW
BELIN & KUBISTA

William A. Shaw
Prothonotary/Clerk of Courts

FILED
019:38284
JUL 28 2003

2cc
Amy Kubista
WAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA

NORMAN L. SCHAFER

PLAINTIFF
VS
DEFENDENT

LORETTA C. SNYDER

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*
* NO. 2002-00652-CD
*
*
*
*

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:


SS:

COUNTY OF CLEARFIELD


I, R. STUART AUBER, BEING FIRST DULY SWORN AND ACCORDING TO
LAW, DEPOSES AND SAYS:

1. THAT HE IS A CONSTABLE FOR THE COUNTY OF CLEARFIELD
AND THE STATE OF PENNSYLVANIA, AND NOT A PARTY TO THE
WITHIN ACTION.

2. THAT ON THE 23 DAY OF JULY, 2003, HE SERVED A
TRUE AND CORRECT COPY OF A SUBPOENA UPON
NANCY SWISHER, AT 16 N. CHURCH STREET,
IN THE CITY, BORO, VILLAGE OF DUBOIS, TOWNSHIP OF
 , COUNTY OF CLEARFIELD PENNSYLVANIA,
BY THEN AND THERE AT THE PLACE AND TIME NOTED ABOVE,
DELIVERED TO NANCY SWISHER A TRUE AND CORRECT
COPY OF THE ABOVE STATED DOCUMENTS. TIME OF THIS SERVICE
WAS AT 1940 HOURS.


R. STUART AUBER, CONSTABLE
215 1/2 STATE STREET
CURWENSVILLE, PA 16833
(814) 236-1407

FILED

JUL 29 2003
07:12:05/um
William A. Shaw
Prothonotary/Clerk of Courts
1 COPY TO AUBER


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

NORMAN L. SCHAFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

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:

No. 02-652-CD

STIPULATION

Filed on behalf of

Plaintiff

Counsel of Record for
this Party:

Kimberly M. Kubista
Attorney-At-Law
Pa. I.D. 52782

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

SEP 04 2003

012:30
William A. Shaw

Prothonotary/Clerk



4 Cont to Att

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

NORMAN L. SCHAFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

No. 02-652-CD

STIPULATION

NOW THIS 3rd day of Sept., 2003, upon agreement of the parties to a settlement of all claims raised in the above captioned matter, it is hereby stipulated as follows:

1. That Defendant shall execute a deed conveying her interest in a dwelling and real estate more fully described in Clearfield County Deed and Record Book Volume 1363. Page 275 to the Plaintiff and Plaintiff shall pay to Defendant the sum of \$10,000.00. Said sum to be paid within thirty (30) days from the date of this Stipulation. It being recognized by the Court that the primary funds for the construction of the home located on the real estate were supplied by the Plaintiff, legal title shall pass from the Defendant to the Plaintiff for the sum of \$10,000.00. Further, ^{Plaintiff} Defendant shall refinance the mortgage and home equity loan in order to remove Defendant's name from the same within thirty (30) days from the date of this Stipulation.

2. Plaintiff shall pay the Defendant the sum of \$7,500.00 for unreimbursed non tax deductible items paid for by her over the course of the years of their relationship.

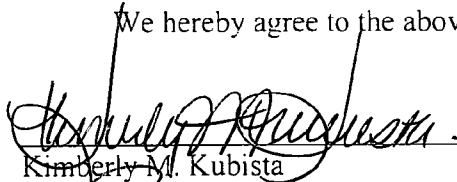
3. Plaintiff shall become sole owner of the diamond ring more fully described in the pleadings of this case. Defendant has turned over to the Plaintiff the diamond ring on July 29, 2003.

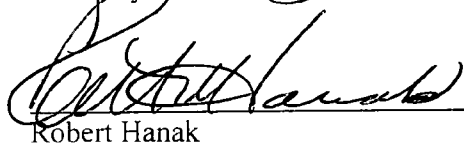
4. Plaintiff shall directly turn over to the Defendant certain photographs and personal mementos as requested by the Defendant.

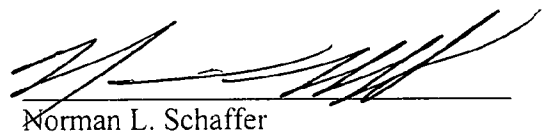
5. In consideration of the mutual covenants contained herein, each of the parties being of lawful age do remise, release and forever discharge the others, their heirs, executors, administrators, assigns, servants, agents and employees, of and from all causes of action, claims and demands, damages and costs, accruing to them and which may accrue to them in the future on account of any and all known and unknown claims which each may have against the other arising out of the above captioned matter.

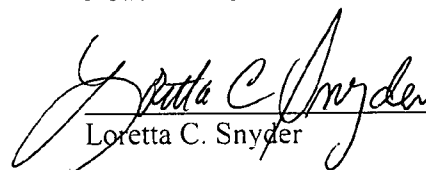
It is expressly understood and agreed that the payment of said amount as set forth herein is in compromise and full accord and satisfaction of any disputed claims between the parties and that the payment is not an admission of liability but made solely for the purpose of terminating the dispute and litigation between the parties.

We hereby agree to the above set forth Stipulation.


Kimberly M. Kubista


Robert Hanak


Norman L. Schaffer


Loretta C. Snyder

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

FILED

SEP 04 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

NORMAN L. SCHAFER,
Plaintiff

vs.

LORETTA C. SNYDER,
Defendant

No. 02-652-CD

ORDER

NOW THIS 4 day of Sept, 2003, upon Stipulation by the parties, it
is hereby ORDERED and DECREED as follows:

1. That Defendant shall execute a deed conveying her interest in a dwelling and real estate more fully described in Clearfield County Deed and Record Book Volume 1363, Page 275 to the Plaintiff and Plaintiff shall pay to Defendant the sum of \$10,000.00. Said sum to be paid within thirty (30) days from the date of this Stipulation. It being recognized by the Court that the primary funds for the construction of the home located on the real estate were supplied by the Plaintiff, legal title shall pass from the Defendant to the Plaintiff for the sum of \$10,000.00. Further, Plaintiff shall refinance the mortgage and home equity loan in order to remove Defendant's name from the same within thirty (30) days from the date of this Stipulation.

2. Plaintiff shall pay the Defendant the sum of \$7,500.00 for unreimbursed non tax deductible items paid for by her over the course of the years of their relationship.

3. Plaintiff shall become sole owner of the diamond ring more fully described in the pleadings of this case. Defendant has turned over to the Plaintiff the diamond ring on July 29, 2003.

FILED

SEP 04 2003

012:20/4
William A. Shaw

Prothonotary/Clerk of Courts

4 CENT TO ATTORNEY
FOR SEC.

4. Plaintiff shall directly turn over to the Defendant certain photographs and personal mementos as requested by the Defendant.

BY THE COURT

Judge

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the name of the judge.