



02-939-CD  
MICHAEL D. GUELICH etux -vs- KARL A. DEMI etux

FILED

JUN 12 2002

13:45

by

William A. Shaw  
Prothonotary

1 cc Atty

Atty noted

pt. 80.00

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

MICHAEL D. GUELICH and  
JANELLE J. GUELICH, husband  
and wife,  
Plaintiffs,

vs.

KARL A. DEMI and JEAN A.  
DEMI, husband and wife,  
Defendants.

No. 02 - **939** - CD

Type of Pleading:

**COMPLAINT**

Filed on behalf of:  
Plaintiffs

Counsel of Record for  
this party:

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

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

**FILED**

JUN 12 2002

William A. Shaw  
Prothonotary

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

MICHAEL D. GUELICH and  
JANELLE J. GUELICH, husband  
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Plaintiffs,

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KARL A. DEMI and JEAN A.  
DEMI, husband and wife,  
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No. 02 - - 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 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 and Second Streets  
Clearfield, PA 16830

(814) 765-2641

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

MICHAEL D. GUELICH and  
JANELLE J. GUELICH, husband  
and wife,  
Plaintiffs,

vs.

KARL A. DEMI and JEAN A.  
DEMI, husband and wife,  
Defendants.

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No. 02 - - CD

IN EQUITY

**COMPLAINT**

AND NOW COME the Plaintiffs, MICHAEL D. GUELICH and JANELLE J. GUELICH, husband and wife, and by their attorney, James A. Naddeo, Esquire, set forth the following claim against Defendants, KARL A. DEMI and JEAN A. DEMI, husband and wife, and as support for said claim set forth the following factual averments.

1. That the Plaintiffs are Michael D. Guelich and Janelle J. Guelich, married adult individuals, currently residing at RR1 Box 403, Curwensville, Pennsylvania 16833.

2. That the Defendants are Karl A. Demi and Jean A. Demi, married adult individuals, currently residing at 1566 Apache Circle, Tavares, Florida 32778.

3. That on or about October 18, 2001, the parties entered into an Agreement of Sale for the purchase of a vacant

3. That on or about October 18, 2001, the parties entered into an Agreement of Sale for the purchase of a vacant parcel of land located in Pike Township, Clearfield County, Pennsylvania, consisting of 4.67 acres, for the total purchase price of \$25,000.00. The original signed Agreement of Sale is believed to be in the possession of Defendants and/or their agent, Bonnie L. Burleigh. An unsigned copy of the Agreement is attached hereto as Exhibit "A".

4. That pursuant to Paragraph 6 of the Agreement of Sale, Plaintiffs elected the financing contingency which provides in part that Plaintiffs complete a written financing application to a responsible lending institution within ten (10) days of the execution of the Agreement and obtain a financing commitment by July 31, 2002.

5. That Plaintiffs elected to obtain financing through a private funding source from whom Plaintiffs received the sum of \$32,355.00 on or about May 6, 2002, as appears from the account statement attached hereto as Exhibit "B".

6. That since the execution of the Agreement of Sale, Plaintiffs have always been and now are ready and willing to comply with all of the provisions in the Agreement of Sale on their part to be kept and performed.

7. That Defendants, through their agent Bonnie L. Burleigh, directed a letter to Plaintiffs informing them that

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the Agreement of Sale was void because of Plaintiffs' failure to comply with Paragraph 6(b) of the Agreement. A copy of said letter is attached hereto as Exhibit "C".

8. That by letter dated May 21, 2002, Plaintiffs responded to the letter of Defendants' agent dated May 17, 2002, informing said agent that Plaintiffs were ready, willing and able to purchase the property which was the subject of the Agreement of Sale attached hereto as Exhibit "A" and further offered to close said sale prior to the settlement date of August 31, 2002, as provided in Paragraph 3(h) of said Agreement. A copy of said letter is attached hereto as Exhibit "D".

9. That in response to the letter of Plaintiffs' counsel dated May 21, 2002, Defendants' agent Bonnie L. Burleigh reaffirmed the Defendants' contention that the contract was void, that Defendants intended to retain Plaintiffs' down payment, and that she intended to claim compensation for her time, long distance calls, and counsel fees in defense of a frivolous lawsuit unrelated to the instant action. A copy of said letter is attached hereto as Exhibit "E".

10. That Defendants have refused to accept Plaintiffs' tender of the agreed purchase price or to execute a deed to the property contending that the contract is void due to a non-material breach of the Agreement of Sale.

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WHEREFORE, Plaintiffs prays:

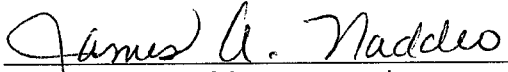
a) That Defendants be enjoined, preliminarily until final hearing and permanently thereafter, from mortgaging or encumbering the property in any way, and from selling or conveying the same or any part thereof to any person other than the Plaintiffs;

(b) That Defendants be ordered to specifically perform the Agreement of Sale and by good and sufficient deed convey the premises and every part thereof with marketable title and free of all encumbrances to the Plaintiffs in fee simple and legally sign, (seal) acknowledge and deliver the deed to Plaintiffs in proper legal form, and accept in consideration thereof the agreed purchase price, which Plaintiffs now here offer;

(c) That the Court award Plaintiffs counsel fees and costs; and

(d) Such other general relief as may be just and proper.

Respectfully submitted,


  
James A. Naddeo, Esquire  
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA)

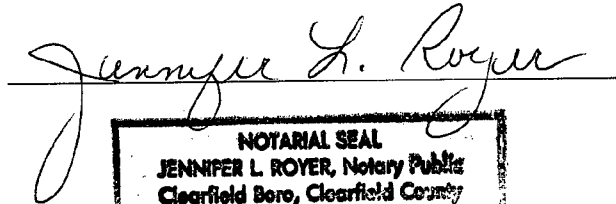
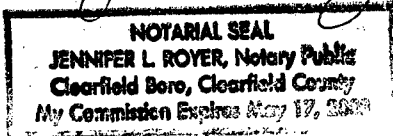
ss.

COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared  
MICHAEL D. GUELICH, 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.

  
\_\_\_\_\_  
Michael D. Guelich

SWORN and SUBSCRIBED before me this 11th day of June, 2002.

  
\_\_\_\_\_  


**AGREEMENT FOR THE SALE OF VACANT LAND**

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

A/S-VL

<p align="center"><b>PA LICENSED BROKER</b></p> <p><b>LISTING BROKER(Company)</b> _____  <u>Burleigh Real Estate</u></p> <p><b>ADDRESS</b> <u>PO Box 375, Clearfield, PA 16830</u>  <b>PH</b> <u>(814) 765-9660</u>      <b>FAX</b> <u>(814) 765-9663</u>  <b>DESIGNATED AGENT FOR SELLER (if applicable)</b> _____</p>	<p align="center"><b>PA LICENSED BROKER</b></p> <p><b>SELLING BROKER (Company)</b> _____</p> <p><b>ADDRESS</b> _____  <b>PH</b> _____      <b>FAX</b> _____  <b>DESIGNATED AGENT FOR BUYER (if applicable)</b> _____</p>
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**1. This Agreement**, dated October 18, 2001, is between **SELLER(S)**

Karl A. Demi  
Jean A. Demi

called "Seller," and **BUYER(S)**

Janelle J. Guelich  
Michael D. Guelich

called "Buyer."

**2. PROPERTY (1-99)** Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

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

RD#1, Curwensville, consisting of 4.67 Acres

In the Township \_\_\_\_\_ of Pike

County of Clearfield \_\_\_\_\_ In the Commonwealth of Pennsylvania, Zip Code 16830

Identification (e.g. Tax ID#, Parcel #; Lot, Block, Deed Book, Page, Recording Date) Map #126-H9-177

**3. TERMS (1-00)**

(A) **Purchase Price** Twenty Five Thousand  
(\$25,000.00) \_\_\_\_\_ **Dollars**

which will be paid to Seller by Buyer as follows:

(B) Cash or check at signing this Agreement: \$ 100.00

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

(D) \_\_\_\_\_ \$ \_\_\_\_\_

(E) Cash, cashier's or certified check at time of settlement: \$ 24,900.00

**TOTAL** \$ 25,000.00

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

(G) Seller's written approval to be on or before: October 26, 2001

(H) Settlement to be made on or before: August 31, 2002

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

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

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

**4. FIXTURES AND PERSONAL PROPERTY (1-00)**

(A) **INCLUDED** in this sale and purchase price are all existing items permanently installed in the Property, free of liens. Also included: \_\_\_\_\_

(B) **Leased Items** (items not owned by Seller): \_\_\_\_\_

(C) **EXCLUDED:** \_\_\_\_\_

**5. SPECIAL CLAUSES (1-00)**

(A) ☒ Buyer and Seller have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

(B) ☒ Buyer and Seller have received a statement of their respective estimated closing costs before signing this Agreement of Sale

(C) ☐ Buyer has received the Deposit Money Notice (for cooperative sales when Listing Broker is holding deposit money) before signing this Agreement.

(D) **The following are a part of this Agreement if checked:**

- ☐ Tenant-Occupied Property Addendum (PAR Form TOP)
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

**6. FINANCING CONTINGENCY (1-00)**

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

☒ **ELECTED.**

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

1. Amount of loan \$ 22,500.00

2. Minimum Term 15 years

3. Type: ☒ Land Acquisition Only

☐ Land Acquisition and Construction

☐ Other \_\_\_\_\_

4. Interest rate 7 %, however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of 11 %.

5. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the loan (excluding any

insurance premiums and VA funding fee) not to exceed \_\_\_\_\_ 0 % of the loan.

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

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

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

2. Financing commitment date July 31, 2002. If a written commitment is not received by Listing Broker, if any, otherwise by Seller, by the above date, **Buyer and Seller agree to extend the commitment date until Seller terminates this Agreement in writing.**

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

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

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

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

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

(D) **Seller Assist**

☒ NOT APPLICABLE

☐ APPLICABLE. Seller will pay:

☐ \$ \_\_\_\_\_ maximum, toward Buyer's closing costs as permitted by the lender.

☐

**7. INSPECTIONS (1-98)**

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

(B) Buyer agrees that Buyer, or anyone on the Property at Buyer's direction or on Buyer's behalf, will leave the Property in its same condition. In the case of damage, Buyer will bear the risk of restoring the Property or of reimbursing Seller for any loss of value.

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

**8. STATUS OF WATER (1-00)**

(A) An off-Property source of water

☒ is not available for the Property.

☐ is available for the Property through (Name of Service Provider) \_\_\_\_\_

**CONNECTION TO OFF-PROPERTY WATER SOURCE CONTINGENCY**

☐ **WAIVED.** Buyer acknowledges that Buyer has the option to make this Agreement contingent on determining that the terms of connecting the Property to an off-Property water source are acceptable to Buyer. Buyer **WAIVES THIS OPTION** and agrees to the **RELEASE** set forth in paragraph 23 of this Agreement.

☐ **ELECTED.** Buyer will, within \_\_\_\_\_ days of the execution of this Agreement and at Buyer's expense, determine the terms of connecting the Property to the water source. If the terms of connection are not acceptable to Buyer, Buyer will:

- Accept the Property as is and agree to the **RELEASE** set forth in paragraph 23 of this Agreement, OR
- Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement of Sale will be **VOID**.

☐ (B) Seller represents that Property is served by an onsite water source.

**ON-SITE WATER SERVICE INSPECTION CONTINGENCY**

☐ **WAIVED.** Buyer acknowledges that Buyer has the option to request an on-site water service inspection of the Property. **BUYER WAIVES THIS OPTION** and agrees to the **RELEASE** set forth in paragraph 23 of this Agreement.

☐ **ELECTED**

1. Buyer has the option, within days \_\_\_\_\_ of the execution of this Agreement and at Buyer's expense, to deliver to Listing Broker, if any, otherwise to Seller, a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the onsite water service.

2. Seller agrees to locate and provide access to the onsite (or individual) water system, if applicable, at Seller's expense, if required by the inspection company.

3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to satisfy the requirements for quality and/or quantity as set by the lender, if any, then Seller will, within \_\_\_\_\_ days of receipt of the report, notify Buyer in writing of Seller's choice to:

- Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees to the **RELEASE** set forth in paragraph 23 of this Agreement, OR
- Not upgrade the water service.

4. If Seller chooses not to upgrade the service to minimum acceptable levels, or **fails to respond within the time given**, Buyer will, within \_\_\_\_\_ days, either:

- Accept the Property and the water service and, if required by the lender, if any, and/or any governmental authority, upgrade the water service before settlement or within the time required by the lender, if any, and/or any governmental authority, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, and agree to the **RELEASE** set forth in paragraph 23 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement of Sale will be **VOID**, OR
- Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement of Sale will be **VOID**.

☒ (C) Buyer is aware that there is no developed water source for the Property.

**ON-SITE WATER SERVICE APPROVAL CONTINGENCY**

☒ **WAIVED.** Buyer acknowledges that Buyer has the option to make this Agreement contingent on receiving municipal approval for the installation of a well. **BUYER WAIVES THIS OPTION** and agrees to the **RELEASE** set forth in paragraph 23 of this Agreement.

☐ **ELECTED.** Within 10 days of the execution of this Agreement, Buyer will make a completed, written application for the municipal approval for the installation of a well. This sale is contingent upon Buyer obtaining, within \_\_\_\_\_ days of the execution of this

Agreement, municipal approval for the installation of a well. Buyer will pay all costs associated with the application for approval, including but not limited to, any municipal fees and test expenses. In the event Buyer is unable to secure approval for well installation, Buyer will either:

1. Accept the Property as is and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR
2. Terminate this Agreement of Sale, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement of Sale will be VOID.

**9. STATUS OF SEWER (1-00)**

(A) Seller represents that Property is served by:

- ☐ Off-Property Sewage Disposal System  
☐ Individual On-Lot Sewage Disposal System (See Sewage Notice 1)  
☐ Individual On-Lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable.)  
☐ Ten-acre Permit Exemption (See Sewage Notice 2)  
☐ Holding Tank (See Sewage Notice 3)  
☐ None (See Sewage Notice 1)  
☒ None Available (See Sewage Notice 5 or Sewage Notice 6, as applicable)

(B) Connection to an off-Property sewage disposal system

☒ is not available for the Property.

☐ is available for the Property through (Name of Service Provider) \_\_\_\_\_

**PUBLIC SYSTEM CONTINGENCY**

☐ **WAIVED.** Buyer acknowledges that Buyer has the option to make this Agreement contingent on receiving municipal approval for the connection of the Property to a sewage disposal system. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement.

☐ **ELECTED.** Within 10 days of the execution of this Agreement, Buyer will make a completed, written application for the municipal approval for the connection of the Property to a sewage disposal system. This sale is contingent upon Buyer obtaining, within \_\_\_\_\_ days of the execution of this Agreement, municipal approval for the connection of the Property to a sewage disposal system. Buyer will pay all costs associated with the application for approval, including but not limited to, any municipal fees and test expenses. In the event Buyer is unable to secure approval for sewer connection, Buyer will either:

1. Accept the Property as is and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR
2. Terminate this Agreement of Sale, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement of Sale will be VOID.

**(C) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY**

☒ **WAIVED.** Buyer acknowledges that Buyer has the option to make this Agreement contingent on receiving all applicable government approval for the installation of an individual sewage system. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement.

☐ **ELECTED.** Within 10 days of the execution of this Agreement,

- ☐ Buyer  
☐ Seller

will make a completed, written application to all appropriate authorities for the installation of an on-lot sewage disposal system, and will pay all costs associated with the application for approval, including but not limited to, any fees and percolation test expenses. This sale is contingent upon the receipt of all applicable government approval for the installation of an individual sewage system within \_\_\_\_\_ days of the execution of this Agreement. In the event test results are unacceptable to Buyer or approval for an individual sewage system is unable to be secured, Buyer will either:

1. Accept the Property as is and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR
2. Terminate this Agreement of Sale, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement of Sale will be VOID. Buyer will promptly deliver all information and test results acquired through the approval process to Seller.

**(D) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY**

☐ **WAIVED.** Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement.

☐ **ELECTED**

1. Buyer has the option, within \_\_\_\_\_ days of the execution of this Agreement and at Buyer's expense, to deliver to Listing Broker, if any, otherwise to Seller, a written inspection report by a qualified, professional inspector of the individual on-lot sewage disposal system.
2. Seller agrees to locate and provide access to the individual on-lot sewage disposal system, and, if required by the inspection company, empty the septic tank, at Seller's expense. Seller also agrees to restore the Property prior to settlement.
3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller will, within \_\_\_\_\_ days of receipt of the report, notify Buyer in writing of Seller's choice to:

a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 23 of this Agreement.

b. Not correct the defects, or if Seller fails to respond within the time given, Buyer will, within \_\_\_\_\_ days, either:

- 1) Accept the Property and the system and, if required by the lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 23 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement of Sale will be VOID, OR
- 2) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement of Sale will be VOID.

4. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within \_\_\_\_\_ days of receipt of the report, submit a corrective proposal to Selling Broker, if any, otherwise to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company, provisions for payment, including retests, and completion date for corrective measures. Within 5 days of receiving Seller's corrective proposal, or if no corrective proposal is received within the time given, Buyer will:

a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 23 of this Agreement, OR

b. Accept the Property and the system and, if required by the lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 23 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement of Sale will be VOID, OR

c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly

to Buyer and this Agreement of Sale will be VOID.

**10. ENVIRONMENTAL AUDIT & PROPERTY INSPECTIONS (1-98)**

(A) Seller represents and warrants that Seller has no knowledge, except as listed below, of whether:

1. The Property has been contaminated by any substance in any manner which requires remediation;
2. The Property contains any wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law;
3. The Property contains any substance, the removal or disposal of which is subject to any law or regulation;
4. Any law has been violated in the handling or disposing of any material waste or the discharge of any material into the soil, air, surface water, or ground water;
5. The Property contains underground fuel or liquid storage tanks.

EXCEPTIONS:

(B) Seller and Buyer acknowledge that Broker:

1. Is a licensed real estate broker;
2. Is not an expert in construction, engineering, or environmental matters; and
3. Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property, or any adjacent property.

**(C) ENVIRONMENTAL AUDIT/INSPECTION CONTINGENCY**

☒ **WAIVED.** Buyer understands that Buyer has the option to request audits and inspections of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement. Buyer reserves the right to make a pre-settlement inspection of the Property.

☐ **ELECTED.** Within \_\_\_\_\_ days of the execution of this Agreement, Buyer has the option, at Buyer's expense, to have the following audits or inspections completed by a licensed or otherwise qualified professional (check the inspections that Buyer will order)

- ☐ Environmental Hazards
- ☐ Underground Storage Tanks
- ☐ Property Boundary/Square Footage Verification/Delineation
- ☐ Flood Plain Verification/Delineation
- ☐ Wetlands Verification/Delineation
- ☐ Specific Property Inspection limited to \_\_\_\_\_

If Buyer is not satisfied with any condition as stated in any written report Buyer receives pursuant to the audits or inspections obtained under this provision, Buyer will, within the time allotted for obtaining such audits or inspections:

1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR
2. Terminate the Agreement of Sale in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement of Sale will be VOID.

**11. NOTICES & ASSESSMENTS (1-00)**

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

(B) Seller knows of no other potential notices (including violations) and assessments except as follows:

(C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before settlement, Seller will notify Buyer in writing within 5 days of receiving the notice or assessment that Seller will:

1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 23 of this Agreement.
2. NOT comply with notices and assessments at Seller's expense, in which case Buyer will notify Seller within 5 days in writing that Buyer will:
  - a. Comply with the notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR
  - b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement of Sale will be VOID.

**If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 23 of this Agreement.**

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

**12. TITLE, SURVEYS, & COSTS (1-00)**

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

(B) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as specified in paragraph 12(A), Buyer will have the option of taking such title as Seller can give without changing the price or of being repaid all monies paid by Buyer to Seller on account of the purchase price and Seller will reimburse Buyer for any costs incurred by Buyer for those items specified in paragraph 12(C) and in paragraph 12(D) items (1), (2), (3); and in the latter event there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.

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

(D) Buyer will pay for the following:

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

**13. ZONING CLASSIFICATION (1-98)**

(A) **Zoning Classification:** None

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

(B) **ZONING APPROVAL CONTINGENCY**

☒ NOT APPLICABLE.

☐ WAIVED. Buyer acknowledges that Buyer has the option to make this Agreement contingent on receiving municipal approval for the intended use of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement.

☐ ELECTED.

1. This sale is contingent on Buyer receiving zoning approval, or variance, or special exception from \_\_\_\_\_ (municipality) to use the Property as a \_\_\_\_\_ (proposed use).
2. Application for the approval (or variance/special exception) will be made within \_\_\_\_\_ days of the execution of this Agreement of Sale. Buyer will pay for applications, legal representation, and any other costs associated with obtaining approval.
3. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
4. If final, unappealable approval is not obtained by \_\_\_\_\_, this Agreement of Sale will be VOID, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer.

**14. LAND USE RESTRICTIONS OTHER THAN ZONING (1-98)**

(A) ☒ None known

(B) ☐ The Property, or a portion of it, is preferentially assessed for tax purposes under the Following Acts (See Land Use Restrictions Notices):

☐ Farmland and Forest Land Assessment Act (Clean and Green Program)

☐ Open Space Act (an Act enabling certain counties of the Commonwealth to covenant with land owners for preservation of land in farm, forest, water supply, or open space uses)

☐ Other \_\_\_\_\_

☐ Buyer and Seller have determined the consequences that may result from the sale or a change in the use of the Property, or any portion of it.

(C) ☐ Seller has no knowledge of any covenants, subdivision restrictions or other restrictions affecting the Property unless otherwise stated here: \_\_\_\_\_

(D) ☐ Seller has no knowledge of any rights to timber, crops or minerals, except coal, that do not transfer with the Property unless otherwise stated here: \_\_\_\_\_

(E) ☐ Buyer acknowledges that any land use restrictions associated with the Property's enrollment in the Clean and Green Program or under the Open Space Act or any other program identified in this paragraph 14, are encumbrances upon the Property. Buyer agrees that delivery of title subject to these encumbrances will not violate Seller's duty under paragraph 12(A) of this Agreement.

**15. COAL NOTICE**

☐ NOT APPLICABLE

☒ APPLICABLE

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

**16. POSSESSION (1-98)**

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

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

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

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

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

**19. DEPOSIT & RECOVERY FUND (1-00)**

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

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

(C) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or 1-800-822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

**20. PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) NOTICE FOR PURPOSES OF RESALE ONLY (1-00)**

☒ NOT APPLICABLE

☐ APPLICABLE

(A) Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. (See Definition of Planned Community Notice for the definition contained in the Act.)

(B) §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act.

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

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

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

(F) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer for: (1) The premium for

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

**21. MAINTENANCE & RISK OF LOSS (1-98)**

- (A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.
- (B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly notify Buyer in writing of Seller's choice to:
1. Repair or replace the failed system or appliance before settlement, or credit Buyer at settlement for the fair market value of the failed system or appliance (this option must be acceptable to the lender, if any). In each case, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 23 of this Agreement, OR
  2. Make no repairs or replacements and not credit the Buyer at settlement for the fair market value of the failed system or appliance, in which case Buyer will notify Seller in writing within 5 days or before settlement, whichever is sooner, that Buyer will:
    - a. Accept the Property and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR
    - b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement of Sale will be VOID.
- (C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

**22. WAIVER OF CONTINGENCIES (1-00)**

In the event this Agreement is contingent on Buyer's right to inspect and/or repair the Property, Buyer's failure to exercise any of Buyer's options within the time limits specified in the contingency provision(s) will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 23 of this Agreement.

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

**24. REPRESENTATIONS (1-00)**

- (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers, or partners are not a part of this Agreement, unless expressly incorporated or stated in this Agreement.
- (B) It is understood that Buyer has inspected the Property before signing this Agreement of Sale (including fixtures and any personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition unless otherwise stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers, or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement will not be altered, amended, changed, or modified except in writing executed by the parties.
- (D) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.

**25. TIME OF THE ESSENCE-DEFAULT (1-00)**

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

- (A) Fail to make any additional payments as specified in paragraph 3; OR
- (B) Furnish false or incomplete information to Seller, Listing Broker, Selling Broker, or the lender, if any, concerning Buyer's legal or financial status, or fail to cooperate in the processing of the financing application, which acts would result in the failure to obtain the approval of a financing commitment; OR
- (C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement;
- then in such case, Seller has the option of retaining all sums paid by Buyer, including the deposit monies, 1) on account of purchase price, or 2) as monies to be applied to Seller's damages, or 3) as liquidated damages for such breach, as Seller may elect, unless otherwise checked below.
- ☐ Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages. If Seller elects to retain all sums paid by Buyer, including deposit monies, as liquidated damages, Buyer and Seller will be released from further liability or obligation and this Agreement will be VOID

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

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

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

- ☒ The Selling Broker is the Agent/Subagent for Seller.
- ☐ The Selling Broker is a Transaction Licensee.
- ☐ The Listing Broker is a Transaction Licensee.
- (D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement

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

- ☒ NOT AVAILABLE.
- ☐ WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.
- ☐ ELECTED
- (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement of Sale through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.
- (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. (See Mediation Notice).
- (C) This agreement to mediate disputes arising from this Agreement will survive settlement.

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

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



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

WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
Janelle J. Guelich  
305 Elm Avenue, Clearfield, PA 16830  
Home #: (814) 765-0365

WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
Michael D. Guelich  
305 Elm Avenue, Clearfield, PA 16830  
Home #: (814) 765-0365

Email \_\_\_\_\_  
Seller hereby approves the above contract this (date) \_\_\_\_\_  
and in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Listing Broker a fee of  
\_\_\_\_\_ 5% \_\_\_\_\_ off from the herein specified sale price. In the event Buyer defaults hereunder, any monies paid on account  
will be divided \_\_\_\_\_ 50% \_\_\_\_\_ Seller, \_\_\_\_\_ 50% \_\_\_\_\_  
Listing Broker, but in no event will the sum paid to the Listing Broker be in excess of the above specified Broker's fee.

WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
Karl A. Demi  
1566 Apache Circle, Tavares, FL 32778  
Home #: (352) 343-9393

WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
Jean A. Demi  
1566 Apache Circle, Tavares, FL 32778  
Home #: (352) 343-9393

Email \_\_\_\_\_  
The undersigned ☐ Listing Broker ☐ Selling Broker agree to submit to mediation in accordance with paragraph 27 of this Agreement.

LISTING BROKER (Company Name) Burleigh Real Estate

ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_  
SELLING BROKER (Company Name) \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

SEE THIS MONTH'S ENCLOSURE FOR  
IMPORTANT ATM DEPOSIT INFORMATION  
AND TIPS TO AVOID COMMON ERRORS.

|||||  
MICHAEL D GUELICH  
RR 1 BOX 403  
CURWENSVILLE PA 16833-9535

JOINT OWNER  
JANELLE J GUELICH

MEMBER NUMBER	
0191XXXXXX	
STATEMENT PERIOD	
From	To
050102	053102
PAGE 1	

POSTING DATE	EFFECTIVE DATE	TRANSACTION DESCRIPTION	PAYMENTS, CREDITS OR DEBITS	FINANCE CHARGE	FEES OR CHARGES	TRANSACTION AMOUNT	NEW BALANCE
05/01	ID 01	REGULAR SHARES BEGINNING BALANCE					188.48
05/04		WITHDRAWAL AT ATM #00401573/U093				101.50-	86.98
		ATM WASHINGTON & GRAHAHYDE PA					
05/05		PAYMENT: ATM REBATE				4.00	90.98
		APRIL					
05/06		PAYMENT: AT ATM #00004721/TQ0118				32355.02	32446.00
		ATM 1200 OLD TOWN ROAD CLEARFIELD PA					
05/08		WITHDRAWAL TRANSFER TO SHARE 04				37.57-	32408.43
05/08		WITHDRAWAL AT ATM #00004979/TQ0118				26.00-	32382.43
		ATM 1200 OLD TOWN ROAD CLEARFIELD PA					
05/09		WITHDRAWAL AT ATM #00007406/000000				51.50-	32330.93
		ATM 407 WALNUT ST CURWENSVILLE PA					
05/09		WITHDRAWAL TRANSFER TO SHARE 04				5.09-	32325.84
05/13		WITHDRAWAL AT ATM #00008045/000000				21.50-	32304.34
		ATM 407 WALNUT ST CURWENSVILLE PA					
05/15		WITHDRAWAL AT ATM #00005139/S01606				101.59-	32202.75
		ATM 1231 OLD TOWN RD CLEARFIELD PA					
05/20	05/19	WITHDRAWAL VIA SST TRANSFER TO SHARE 04				300.00-	31902.75
05/30		WITHDRAWAL AT ATM #00000123/WR3399				101.50-	31801.25
		ATM PX SHOPPETTE ANNVILLE PA					
05/30		WITHDRAWAL AT ATM #00007292/TQ0118				26.00-	31775.25
		ATM 1200 OLD TOWN ROAD CLEARFIELD PA					
05/30		WITHDRAWAL AT ATM #00000166/WR3399				101.50-	31673.75
		ATM PX SHOPPETTE ANNVILLE PA					
05/31		PAYMENT: DIVIDEND 1.980%				45.30	31719.05
		ANNUAL PERCENTAGE YIELD EARNED 2.00% FROM 05/01/02 THROUGH 05/31/02					
		BASED ON AVERAGE DAILY BALANCE OF 26,936.08					
05/31		ENDING BALANCE					31719.05
		DIVIDEND YTD: YEAR TO DATE				52.98	
=====							
05/01	ID 04	CHECKING BEGINNING BALANCE					560.51
05/01		PAYMENT: DFAS-IN IND, IN				302.71	863.22
		TYPE: ARMY RC ID: 3074036039					
05/01	04/30	WITHDRAWAL CHECK CARD				80.61-	782.61
		04/29 242263867AFXNM88F 5411 WM SUPERCENTER CLEARFIELD PA					
05/01		CHECK 003491				36.00-	746.61
05/02		CHECK 003494				200.00-	546.61
05/06		CHECK 003493				345.00-	201.61
05/07	05/06	WITHDRAWAL CHECK CARD				11.07-	190.54
		05/04 24412956D8AM85Q25 5947 MATTHEW'S HALLMARK #53 DUBOIS PA					

--- CONTINUED ON FOLLOWING PAGE ---

EXHIBIT "B"

4212541



## BURLEIGH REAL ESTATE

BONNIE L. BURLEIGH, GRI  
Broker/Owner  
Certified Residential Appraiser

Michael D. Guelich  
Janelle J. Guelich  
R R # 1, Box 403  
Curwensville, PA 16833

May 17, 2002

Re: Agreement for the Sale of Vacant Land  
R R # 1, Ridge Avenue  
Curwensville, PA 16833

Dear Mr. & Mrs. Guelich,

I have been instructed by Karl A. & Jean A. Demi to void the above referenced Agreement for the Sale of Vacant Land.

According to this Agreement of Sale:

### 6. FINANCING CONTINGENCY

(B) Within 10 days of the execution of this Agreement, Buyer will make a completed, written financing application to a responsible lending institution.

### 25. TIME OF THE ESSENCE-DEFAULT

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

(C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement; then in such case, Seller has the option of retaining all sums paid by Buyer, including the deposit monies.

Please consider this as your notice that the above contract is VOID.

*Bonnie L. Burleigh*  
Bonnie L. Burleigh, REALTOR



**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211½ EAST LOCUST STREET  
MARINO BUILDING  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE  
(814) 765-1601  
TELECOPIER  
(814) 765-8142

ASSOCIATE  
LINDA C. LEWIS

May 21, 2002

Bonnie L. Burleigh  
Burleigh Real Estate  
116 E. Locust St.  
Clearfield, PA 16830

Re: Michael and Janelle Guelich  
Agreement of Sale for Vacant Land

Dear Ms. Burleigh:

I have been consulted by Mr. and Mrs. Michael D. Guelich concerning your letter of May 17, 2002. I would strongly urge your clients to consult a lawyer. The financing contingency noted in your letter does not constitute a material breach of the sales contract. In fact, my clients are ready, willing and able to close on this sale on or before August 31, 2002, as provided in the sales contract. Should the sellers wish to close prior to August 31, 2002, the Guelichs will close immediately upon tender of an acceptable warranty deed.

Should the sellers refuse to close on this transaction on or before August 31 of this year, suit will be filed for specific performance of the contract. Should it be necessary to file suit, Plaintiffs will also seek counsel fees for sellers' willful, malicious and vexatious breach of the sales contract.

Sincerely,

James A. Naddeo

JAN/jlr

cc: Mr. and Mrs. Michael D. Guelich  
R. Denning Gearhart, Esquire (w/ encs.)

EXHIBIT "D"



## BURLEIGH REAL ESTATE

BONNIE L. BURLEIGH, GRI  
Broker/Owner  
Certified Residential Appraiser

MAY 28 2002

HAND DELIVERED

May 28, 2002

James A. Naddeo  
Attorney at Law  
211½ East Locust Street  
Marino Building  
P. O. Box 552  
Clearfield, PA 16830

Re: Michael D. and Janelle J. Guelich  
Agreement for the Sale of Vacant Land

Dear Mr. Naddeo:

In response to your letter dated May 21, 2002, I submit the following information.

Pursuant to the sale of real estate, BURLEIGH REAL ESTATE uses standard contracts that are recommended by the Pennsylvania Association of REALTORS. These contracts are written and revised by a panel of real estate attorneys striving to continually update these contracts to cover the newest of legal issues.

Upon receiving instructions from my clients, Karl A. & Jean A. Demi, to void the contract, I consulted an attorney. As a member of the Pennsylvania Association of REALTORS, I have access to the panel of attorneys that write our contracts. I conferred with a member of that panel about the Demi to Guelich contract.

According to this attorney, Mr. & Mrs. Guelich breached the contract by failing to follow the language of the contract. Under advice of this attorney, the procedure outlined was completed. Therefore, subsequent to this conversation with the attorney representing the Pennsylvania Association of REALTORS, notification was delivered to Mr. and Mrs. Guelich of this breach of contract.



Page 2

May 28, 2002

This information was contained in my letter dated May 17, 2002. Mr. & Mrs. Guelich performed the default of this contract. The Seller chose to retain the deposit monies as liquidated damages for this breach.

Additionally, please read the contract, at # 25. TIME OF THE ESSENCE-DEFAULT, "If Seller elects to retain all sums paid by Buyer, including deposit monies, as liquidated damages, Buyer and Seller will be released from further liability or obligation and this Agreement will be VOID.

Please reiterate to your clients that as of May 17, 2002, the above referenced Agreement for the Sale of Vacant Land is VOID. Please advise your clients that the Seller has no further obligation under this contract.

Furthermore, if these actions continue, I will be forced to file a counter Complaint seeking monetary compensation for my time expended, long distance telephone calls, and my counsel fees in defense for being named in a frivolous lawsuit.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie L. Burleigh". The signature is written in dark ink and is positioned above the printed name of the signatory.

Bonnie L. Burleigh, REALTOR

BLB/jdm

cc: Mr. and Mrs. Karl A. Demi  
R. Denning Gearhart, Esquire

**R. DENNING GEARHART**  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

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

MICHAEL D. GUELICH and  
JANELLE J. GUELICH, husband and  
wife,

Plaintiffs

VS.

NO. 02-939-CD

KARL A. DEMI and JEAN A. DEMI,  
husband and wife,

Defendants

**ENTRY OF APPEARANCE**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter my appearance on behalf of the Defendants, KARL A. DEMI  
and JEAN A. DEMI, in the above captioned matter.

  
R. Denning Gearhart, Esquire

Date: July 9, 2002

**FILED**

JUL 09 2002

William A. Shaw  
Prothonotary



FILED NOCC  
01054781  
JUL 17 2002  
E. K. B.

William A. Shaw  
Pro. Secy

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

MICHAEL D. GUELICH and  
JANELLE J. GUELICH, husband  
and wife,  
Plaintiffs,

vs.

KARL A. DEMI and JEAN A.  
DEMI, husband and wife,  
Defendants.

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No. 02 - 939 - CD

**ACCEPTANCE OF SERVICE**

I, R. DENNING GEARHART, Esquire, do hereby accept service of  
the Complaint filed by James A. Naddeo, Esquire, on behalf of the  
Defendants, Karl A. Demi and Jean A. Demi, in the above-captioned  
action.

  
R. Denning Gearhart, Esquire

Date: 7-15-02

**FILED**

JUL 17 2002

William A. Shaw  
Prothonotary

FILED

AUG 02 2002

0/ 3:37 p.m.

William A. Shaw  
Prothonotary

Cont Div to Alt  
copy to cs

1 cc to ~~att~~

William A. Shaw  
Prothonotary

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

MICHAEL D. GUELICH and  
JANELLE J. GUELICH, husband  
and wife,

Plaintiffs,

vs.

KARL A. DEMI and JEAN A.  
DEMI, husband and wife,

Defendants.

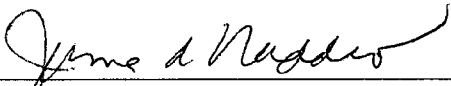
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No. 02 - 939 - CD

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Please mark the above-captioned case settled and  
discontinued.

  
\_\_\_\_\_  
James A. Naddeo, Esquire  
Attorney for Plaintiffs

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

MICHAEL D. GUELICH and  
JANELLE J. GUELICH, husband  
and wife,  
Plaintiffs,

vs.

KARL A. DEMI and JEAN A.  
DEMI, husband and wife,  
Defendants.

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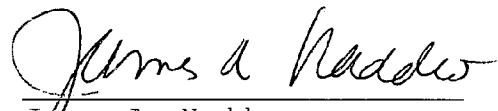
No. 02 - 939 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Praecipe to Settle and Discontinue filed in the above-captioned action was served on the following person and in the following manner on the 2nd day of August, 2002:

First-Class Mail, Postage Prepaid

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield, PA 16830

  
James A. Naddeo  
Attorney for Plaintiffs

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

**CIVIL DIVISION**

**Michael D. Guelich  
Janelle J. Guelich**

**Vs.**

**No. 2002-00939-CD**

**Karl A. Demi  
Jean A. Demi**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on marked:

Settled and Discontinue

Record costs in the sum of \$\$80.00 have been paid in full by Plaintiff.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of August A.D. 2002.



---

William A. Shaw, Prothonotary

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

Sheriff Docket # 12632

GUELICH, MICHAEL D. & JANELLE J.

02-939-CD

VS.

DEMI, KARL A. & JEAN A.

COMPLAINT

**SHERIFF RETURNS**

NOW JUNE 14, 2002 MAILED THE WITHIN COMPLAINT TO KARL A. & JEAN A. DEMI, DEFENDANT BY CERT. MAIL # 7001 1940 0001 9405 9307 AT 1566 APACHE CIRCLE, TAVARES, FL. 32778 BEING THEIR LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY KARL A. DEMI. THE LETTER WAS SENT MARKED "ADDRESSEE ONLY" THERE WAS NO DATE RECEIVED ON RETURN RECEIPT CARD.

**Return Costs**

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

Sworn to Before Me This

17th Day Of August 2002  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins  
by Mandy Harris  
Chester A. Hawkins  
Sheriff

**FILED**

AUG 12 2002  
014:00  
William A. Shaw  
Prothonotary

g  
KES



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

KARL A. & JEAN A. DEMI  
1566 Apache Circle  
Tavares, FL. 32778

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

KARL A. DEMI

C. Signature

X KARL A. DEMI

☐ Agent

☒ Addressee

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

2. Article Number (Copy from service label)\*

7001 1940 0001 9405 9307

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS  
Sheriff of Clearfield County  
1 N. 2nd ST. Suite 116  
Clearfield, Pa. 16830

12632

09



## OFFICIAL USE

2002 1940 0001 9405 9307

\$

103

**Certified Fee**Return Receipt Fee  
(Endorsement Required)

**Restricted Delivery Fee  
(Endorsement Required)**

\$

783

KARL A. &amp; JEAN A. DEMI

or **PO Box No.**

or PO Box No. 1566 Apache Circle

City, State, ZIP+ 4 Javares, FL. 32778

**See Reverse for Instructions**

### **Certified Mail Provides:**

12632

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

### **Important Reminders:**

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

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

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

Sheriff Docket # 12632

GUELICH, MICHAEL D. & JANELLE J.

02-939-CD

VS.

DEMI, KARL A. & JEAN A.

COMPLAINT

**SHERIFF RETURNS**

NOW JULY 10, 2002 MAILED THE WITHIN COMPLAINT TO KARL A. & JEAN A. DEMI, DEFENDANT BY CERT. MAIL #7001 1940 0001 9405 9406 AT 1566 APACHE CIRCLE, TAVARES, FL. 32778 BEING THEIR LAST KNOWN ADDRESS. THE LETTER IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "FORWARDING ORDER EXPIRED". THE LETTER WAS SENT MARKED "ADDRESSEE ONLY".

**Return Costs**

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

Sworn to Before Me This

12th Day Of August 2002  
*William A. Shaw*

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Sep. 2006  
Clearfield Co., Clearfield, PA

So Answers,

*Chester A. Hawkins*  
by *Maury Lamp*  
Chester A. Hawkins  
Sheriff

**FILED**

AUG 12 2002

01400  
William A. Shaw  
Prothonotary