

02-1674-CD

ANNA MOSKEL, et al vs. JANET K. MOSKEL, et al.

Date: 02/19/2004

Time: 02:44 PM

Page 1 of 1

Clearfield County Court of Common Pleas

User: BANDERSON

ROA Report

Case: 2002-01674-CD

Current Judge: John K. Reilly Jr.

Anna Moskel, Stella Hamm vs. Janet K. Moskel, Peter M. Moskel

Civil Other

Date	Judge
10/25/2002	Filing: Civil Complaint Paid by: Kasubick, Girard (attorney for Moskel, Anna) Receipt number: 1850339 Dated: 10/25/2002 Amount: \$80.00 (Check) One CC Attorney Two CC Sheriff No Judge ✓
	Motion for Special Relief, filed by s/Girard Kasubick, Esq. One CC Atty Two CC Sheriff No Judge ✓
10/28/2002	ORDER, AND NOW, this 25th day of October, 2002, re: Rule issued upon DEFENDANTS. This Rule is returnable for Hearing and/or argument on the 12th day of December, 2002, at 10:00 a.m. by the Court, s/JKR, JR., P.J. 2 cc w/Motion to Shff, 2 cc Orders w/o Motion to Atty John K. Reilly Jr. ✓
11/13/2002	Motion to Withdraw Motion For Special Relief. filed by s/Girard Kasubick, Esq. no cc Copy to CA John K. Reilly Jr. ✓
12/26/2002	Answer, New Matter and Counterclaim. filed by s/Fredrick M. Neiswender, Esquire Verification s/Janet K. Moskel s/LPeter M. Moskel Certificate of Service 3 cc Atty Neiswender John K. Reilly Jr. ✓
01/17/2003	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm John K. Reilly Jr. ✓
01/31/2003	Reply to New Matter and Counterclaim. filed by s/Girard Kasubick, Esquire Verification s/Stella Hamm POA for Stella Moskel 2 cc Atty Kasubick John K. Reilly Jr. ✓
11/24/2003	Filing: Praeclipe/List For Arbitration Paid by: Kasubick, Girard (attorney for Moskel, Anna) Receipt number: 1869472 Dated: 11/24/2003 Amount: \$20.00 (Check) Certificate of Readiness and Praeclipe for Arbitration. filed by, s/Girard Kasubick, Esq. Certificate of Service no cc John K. Reilly Jr. ✓
02/05/2004	Motion to Strike Arbitration, filed by Atty. Neiswender 3 Cert. to Atty. John K. Reilly Jr. ✓
02/11/2004	RULE RETURNABLE, NOW, this 10th day of February, 2004, issued upon the Plaintiffs. Rule Returnable for Answer by the Plaintiffs and Hearing on said Motion to be held on the 17th day of February, 2004, at 11:00 a.m., in Courtroom 1. by the Court, s/FJA, P.J. 3 cc Neiswender John K. Reilly Jr. ✓
02/19/2004	ORDER: NOW this 17th day of February, 2004, following argument on Motion to Strike Arbitration filed on behalf of Defendant, it is the ORDER of this Court that said Motion be and is hereby denied. S/FJA 2 CC to Atty. Kasubick 2 CC to Atty. Neiswender. John K. Reilly Jr. ✓

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

ANNA MOSKEL, individually; : No.: 2002-1674-C
and by her Attorney-in-Fact, : Type of Case: Equity
STELLA HAMM, : Type of Pleading:
Plaintiff : Complaint
vs. : Filed on behalf of:
JANET K. MOSKEL and PETER M. : Plaintiff
MOSKEL, her husband, : Counsel of Record for
Defendants : This Party:
 : Girard Kasubick, Esq.
 : Supreme Court #30109
 : LEHMAN & KASUBICK
 : 611 Brisbin Street
 : Houtzdale, PA 16651
 : (814) 378-7840

FILED

OCT 25 2002

William A. Shaw
Prothonotary

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

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, : No.: 2002-
STELLA HAMM, :
Plaintiff : EQUITY
vs. :
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants :
.

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.

David Meholick
Court Administrator's Office
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

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

ANNA MOSKEL, individually;	:	
and by her Attorney-in-Fact,	:	No.: 2002-
STELLA HAMM,	:	
Plaintiff	:	EQUITY
	:	
vs.	:	
	:	
JANET K. MOSKEL and PETER M.	:	
MOSKEL, her husband,	:	
Defendants	:	

COMPLAINT

AND NOW, comes Anna Moskel, individually and by her attorney-in-fact, Stella Hamm, by and through their attorney, Girard Kasubick, Esq., and files the following Complaint:

1. The Plaintiff is Anna Moskel, who resides at 502 Hawley Street, Lockport, New York 14094.

2. The Plaintiff, Stella Hamm, is the daughter of Anna Moskel and she resides at 133 South Madison Drive, South Plainfield, NJ 07080.

3. Anna Moskel granted a Power of Attorney to Stella Hamm, her daughter, by instrument dated February 21, 2002, a copy of which is attached hereto and marked Exhibit "A".

4. The Defendants are Janet K. Moskel and Peter M. Moskel, her husband, who reside at HC 1, Box 150, Madera, Clearfield County, Pennsylvania 16661.

5. Anna Moskel granted a Power of Attorney to Janet K. Moskel, her daughter-in-law, by instrument dated December 15, 1994, a copy of which is attached hereto and marked Exhibit "B".

6. Anna Moskel terminated the Power of Attorney of Janet K. Moskel by instrument dated February 25, 2002, a copy of which is attached hereto and marked Exhibit "C".

7. Janet Moskel did handle affairs such as paying bills, doing banking, and assisting Anna Moskel under the Power of Attorney from at least 1995 until February 2002.

8. Anna Moskel resided with Janet Moskel and Peter M. Moskel from December 1998 until February 2002 at Janet K. and Peter M. Moskel's residence at HC 1, Box 150, Madera, PA 16661.

9. Plaintiffs by and through their attorney by letter of July 3, 2002 have made request to Defendants by and through their attorney for an explanation of certain expenditures by checks drafted on Anna Moskel's Checking Account No. 0002022523 with County National Bank by Janet Moskel between 1995 and 2002.

10. Plaintiffs by and through their attorney by letter of July 3, 2002 have made request to Defendants by and through their attorney for keys to the house on property located in Bigler Township, Clearfield County,

Pennsylvania in which Anna Moskel retained a life estate by deed recorded in Clearfield County Deeds and Records Book 1267, Page 248.

11. Defendants individually or through their attorney have refused to explain the expenditures questioned by Plaintiffs on the Anna Moskel Checking Account, and they have refused to provide a key to Anna Moskel to the house in which Anna Moskel has a life estate.

12. It is believed and averred that Defendants are renting the house in which Anna Moskel has a life estate and Defendants have refused to confirm or deny this and if so provide an accounting for rentals to Plaintiff. In the alternative it is believed a third party is residing in said house.

13. The checks drafted on Anna Moskel's Checking Account No. 0002022523 with County National Bank which are in question by Plaintiffs are payable to Clasters, Bi-Lo, Janet Moskel, Lowes, Amerigas, Bloom Electric, Internal Revenue Service, Houtzdale True Value, Lezzers, Wal-Mart, Lloyds Hardware, J.J. Powell, and Cash.

14. The check numbers are 987, 998, 1001, 1002, 1005, 1023, 1027, 1042, 1045, 1057, 1059, 1065, 1066, 1067, 1068, 1070, 1077, 1081, 1087, 1088, 1089, 1109, 1117, 1120, 1125, 1128, 1130, 1133, 1135, 1137, 1140, 1145, 1147, 1152, 1157, 1159, 1163, 1165, 1167, 1172,

1173, 1188, 1192, 1195, 1197, 1199, 1202, 1205, 1207, 1211, 1214, 1220, 1221, 1228, 1233, 1238, 1242, 1247, 1253, 1257 and 1311 for the items paid to the parties listed in Paragraph 13 above which are incorporated herein by reference thereto.

15. The total amount of the checks for payment made as set forth in Paragraph 13 and 14 above which are incorporated herein by reference thereto is \$9,857.64.

16. Plaintiffs demand for a proper accounting and explanation of the expenditures listed in Paragraph 13 and 14 or judgment in favor of Plaintiffs for \$9,857.64.

17. Plaintiffs demand a key to the premises in which Anna Moskel has a life estate to have access to her personal property and an accounting and payment of rents to Plaintiff for her life estate interest.

18. Plaintiffs demand an accounting from the Defendants for Janet K. Moskel's duties as Power of Attorney and for Defendants use of the real property in which Anna Moskel has a life estate and Plaintiffs reserve the right to raise additional issues and money damages from said accountings of Defendants'.

WHEREFORE, Plaintiffs request Your Honorable Court to enter judgment for \$9,857.64 plus interest, attorney fees, and court costs; and for rents in favor of Plaintiff and against the Defendants and for order that Defendants

provide a key to Plaintiffs during the natural life of Anna Moskel; and for other improprieties by the attorney-in-fact and remainder owners of the real estate.

Girard Kasubick
Girard Kasubick, Esq.
Attorney for Plaintiffs

VERIFICATION

We, the undersigned, verify that the statements made in the foregoing Complaint are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

Anna Moskel
Anna Moskel

Stella Hamm
Stella Hamm, Attorney-in-Fact for Anna Moskel

Prepared by:


WALTER K. ABRAMS, ESQ.

POWER OF ATTORNEY

This Power of Attorney is made on February 21, 2002,

BETWEEN: the Principal(s) **ANNA MOSKEL**

whose address is 133 South Madison Drive, South Plainfield, NJ 07080

individually referred to as "I" or "my",

AND: the Agent(s) **STELLA HAMM**

whose address is 133 South Madison Drive, South Plainfield, NJ 07080

referred to as "You".

GRANT OF AUTHORITY. I appoint You to act as my Agent (called an attorney in fact) to do each and every act which I could personally do for the following uses and purposes:

(a) to exercise or perform any act, power, duty, right or obligation whatsoever on my behalf to conduct banking transactions as set forth in Section 2 of P.L. 1991, c. 95(C466-2B-11 et. seq.) which power I understand to be very broad and sweeping. The attorney in fact is granted full authority to do everything necessary in exercising these powers that I could do if personally present. I hereby ratify and confirm all that the attorney in fact shall do or cause to be done by virtue of this power of attorney; and

(b) to continue, modify or terminate any account or other banking arrangement made by me prior to the creation of this agreement. To open a bank account of any type selected by my attorney in fact, in the name of my attorney in fact alone, my name alone, or in both our names jointly; make other contracts for the procuring of other services made available by the banking institution; to do any other act which I may do through my attorney in fact concerning any transaction with a banking institution which affects my financial or other interests; and

(c) to make, execute and deliver any deed, mortgage, or lease, whether with, or without, covenants and warranties in respect of any such lands, buildings, tenements, or other structures, or of any parts or part thereof, and to manage any such lands, and to manage, repair, alter, rebuild or

reconstruct, any buildings, houses, or other structures, or any part, or parts thereof, that may now or hereafter, be erected upon any such lands; and

(d) to demand, sue for, collect, recover and receive all goods, claims, debts, moneys, interest and demands whatsoever now due, or that may hereafter be due, or belong to me (including the right to institute any action, suit, or legal proceeding, for the recovery of any land, buildings, tenements, or other structures, or any part, or parts thereof, to the possession whereof I may be entitled), and to make, execute and deliver receipts, releases or any discharges therefor, under seal or otherwise; and

(e) to deposit in banks all moneys which shall come to his/her hands as such attorney and all bills of exchange, drafts, checks, promissory notes, and other securities for money payable or belonging to me and for that purpose to sign my name and endorse the same either for deposit or for collection, and to withdraw any and all said moneys, bills of exchange, drafts, checks, promissory notes and other securities and for that purpose to draw, sign and deliver checks for any purpose checks in my name; and

(f) to pay all sums of money, at any time, or times, that may hereafter be owing by me upon any bill of exchange, check, draft, note, or trade acceptance, made, executed, endorsed, accepted and delivered by me, or for me, and in my name, by said attorney; and

(g) to sell any and all shares of stocks, bonds, or other securities now, or hereafter, belonging to me, that may be issued by any association, trust, or corporation whether private or public, and to make, execute, and deliver any assignment, or assignments, or any such shares of stocks, bonds, or other securities; and

(h) to defend, settle, adjust, compound, submit to arbitration and compromise all actions, suits, accounts, reckonings, claims and demands, whatsoever, that are now, or hereafter shall be pending between me and any person, firm or corporation, in such manner and in all respects as my said attorney shall think fit; and

(i) to hire accountants, attorneys at law, clerks, workmen, and others, and to remove them, and appoint others in their place, and to pay and allow to the persons to be so employed such salaries, wages or other remuneration, as my said attorney shall think fit; and

(j) to enter into, make, sign, execute and deliver, acknowledge, and perform any contract, agreement, writing, or thing that may, in the opinion of my said attorney, be necessary, or proper, to be entered into, made or signed, sealed, executed, delivered, acknowledged or performed; and

(k) to constitute and appoint, in his/her place and stead, and as his/her substitute, one attorney, or more, for me; with full power of revocation; and

(l) without, in any wise, limiting the foregoing, generally to do, execute and perform any other act, deed, matter, or thing, whatsoever, that ought to be done, executed and performed, or that, in the opinion of my said attorney, ought to be done, executed, or performed, in and about the

premises, of every nature and kind, whatsoever, as fully and effectually as I could do, if personally present; and

(m) to enter upon and take possession of any lands, buildings, tenements, or other structures, or any part or parts thereof, that may belong to me, or to the possession whereof I may be entitled;

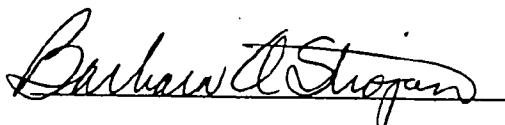
(n) to ask for, collect and receive any rents, profits, issues or income, of any and all of such lands, buildings, tenements, or other structures, or of any part, or parts, thereof;

(o) to have access to a safe deposit box. To rent, remove the contents of, or surrender a safe deposit box.

POWERS. I give You all the power and authority which I may legally give to You. You may revoke this Power of Attorney or appoint a new Agent in your place. I approve and confirm all that You or your substitute may lawfully do on my behalf.

SIGNATURES. By signing below, I acknowledge that I have received a copy of this Power of Attorney and that I understand its terms.

Witness:



BARBARA A. STROJAN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 2/1/2006



ANNA MOSKEL

DISABILITY

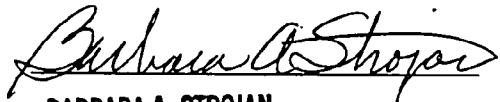
DEFINITION OF DISABILITY. (N.J.S.A. 46:2b-8b) A principal shall be under a disability if the principal is unable to manage his or her property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance.

Clauses (A) and (B) below shall not be a part of the Power of Attorney unless they are signed by the Principal(s).

A. TAKES EFFECT REGARDLESS OF DISABILITY. This Power of Attorney is effective now and remains in effect even if I become disabled (as defined above).

Dated: February 21, 2002

Witness:



BARBARA A. STROJAN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 2/1/2006



ANNA MOSKEL

B. TAKES EFFECT ONLY UPON DISABILITY. This Power of Attorney will only become effective when (and if) I become disabled (as defined above).

Dated:

Witness:

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX SS.:

I CERTIFY that on February 21, 2002

ANNA MOSKEL, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.



BARBARA A. STROJAN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 2/1/2006

3. Personal Property. To pay or settle all claims of the parties as to
real estate or chattels or any other means whatsoever to secure, discharge, or
cancel, either in law or equity, all debts, obligations, and liabilities.

After I won pride of my place second time as prefect.
of least probably had to accept it. If you're not
able to participate in any other activities, you
can't be part of our school's culture. And the
most important thing is that you're not
able to help others in any way. So, I
will be happy to help you. If you
have any questions, you can ask me
anytime. I am here to help you.
So, I hope you will be happy
with my answer. Thank you.

2. Since Debtor's forces, to prevent success to the cause and still derive
advantage from the rebellion, are engaged in the war; and this to the end to remove
debtor's forces from the rebellion; and this to the end to remove
still or such part of the cause as to entitle him to success for such
a time as will be necessary to entitle him to success for such
a time as will be necessary to entitle him to success for such

DURABLE POWER OF ATTORNEY

I, ANNA MOSKEL, of HC1, Box 15, Madera, Clearfield County, Pennsylvania, 16661, do hereby appoint JANET K. MOSKEL, of HC1, Box 150, Madera, Pennsylvania, 16661, with full power of substitution, for me and in my name, to transact all my business and to manage all my property and affairs as I might do if personally present, including but not limited to exercising the following powers:

Durable Power of Attorney

This power of attorney shall not be affected by my subsequent disability or incapacity. All acts done by my agent pursuant to this power during any period of my disability or incapacity shall have the same effect and enure to my benefit and bind me and my successors in interest as if I were competent and not disabled.

Management of Assets

1. **Cash Accounts.** To collect and receive any money and assets to which I may be entitled; to deposit cash and checks in any of my accounts; to endorse for deposit, transfer or collection, in my name and for my account any checks payable to my order, and to draw and sign checks for me and in my name, including any accounts opened by my agent in my name at any bank or banks, savings society or elsewhere; and to receive and apply the proceeds of such checks as my agent deems best; and to act as my representative payee for all Social Security, Medicare, and other federal and state benefits.

2. **Stocks and Bonds.** To take custody of my stocks, bonds and other investments of all kinds, to give orders for the sale, surrender or

exchange of any such investments and to receive the proceeds therefrom; to sign and deliver assignments, stock and bond powers and other documents required for any such sale, assignment, surrender or exchange; to give orders for the purchase of stocks, bonds and other investments of any kind and to settle for same; to give instructions as to the registration thereof and the mailing of dividends and interest; to clip and deposit coupons attached to any coupon bonds, whether now owned by me or hereafter acquired; to represent me at shareholders' meetings and vote proxies on my behalf; and generally to handle and manage my investments.

3. **Personal Property.** To buy or sell at public or private sale for cash or credit or by any other means whatsoever; to acquire, dispose of, repair, alter or manage my tangible personal property or any interests therein.

4. **Real Estate.** To lease, sell, release, convey, extinguish or mortgage any interest in any real estate I own, including, but not limited to, _____ on such terms as my agent deems advisable, and to purchase or otherwise acquire any interest in and acquire possession of real property and to accept all deeds for such property; and to manage, repair, improve, maintain, restore, build, or develop any real property in which I now have or may later acquire an interest.

5. **Safe Deposit Boxes.** To have access to any and all safe deposit boxes now or hereafter standing in my name; and add to and to remove all or any part of the contents thereof; and to enter into leases for such safe deposit boxes or surrender same.

6. **Insurance.** To procure, change, carry or cancel insurance of such kind in such amounts against any and all risks affecting property or persons against liability, damage or claim of any sort.

7. **Benefit Plans.** To apply for and receive any government, insurance and retirement benefits to which I may be entitled and to exercise any right to elect benefits or payment options.

8. **Taxes.** To prepare, execute and file in my name and on my behalf any tax returns such as Internal Revenue Service forms number 1 through 10,000, including return, report, protest, application for correction of assessed valuation of real or other property or claim for refund in any connection with any tax imposed by any government and to obtain an extension of time for any of the foregoing or to execute waivers of restrictions on the assessment of deficiency on any tax.

9. **Employment of Others.** To employ lawyers, investment counsel, accountants, custodians, physicians, dentists, nurses, therapists, and other persons to render services for, or to me, or my estate and to pay the usual and reasonable fees and compensation of such persons for their services.

10. **Claims.** To institute, prosecute, defend, compromise or otherwise dispose of and to appear for me in any proceedings at law or in equity.

11. **Medical Procedures.** To arrange for and consent to or to withhold medical, therapeutical and surgical procedures for me, including the administration of drugs.

12. **Admission Into Facilities.** To apply for my admission into medical, nursing, residential, rehabilitation, convalescent or other similar

facilities on my behalf, and to sign any consent or admission forms required by such facilities which are consistent with this power, and to enter into agreements for my care by such facilities or elsewhere during my lifetime or for lesser periods of time as my agent may designate, including the retention of nurses for my care.

13. **General Authority.** To do all other things which my agent shall deem necessary and proper in order to carry out the foregoing powers which shall be construed as broadly as possible.

14. **Reliance on Power.** This power may be accepted and relied upon by anyone to whom it is presented until such person either receives written notice of revocation by me or a guardian or similar fiduciary of my estate or has actual knowledge of my death.

15. **Hold Harmless.** All actions of my agent shall bind me and my heirs, distributees, legal representatives, successors and assigns, and for the purpose of inducing anyone to act in accordance with the powers I have granted herein, I hereby represent, warrant and agree that if this power of attorney is terminated or amended for any reason, I and my heirs, distributees, legal representatives, successors and assigns will hold such party or parties harmless from any loss suffered or liability incurred by such party or parties while acting in accordance with this power prior to that party's receipt of written notice of any such termination or amendment.

16. **Pennsylvania Law Governs.** Questions pertaining to the validity, construction and powers created under this instrument shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

I have signed this power of attorney this 15th day of December, 1994.

Witnesses:

Peggy Scarsom
Deborah L. Shabey

Anna moskel

ANNA MOSKEL

190-40-0164

Social Security No.

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD : \$

On this, the 15th day of December, 1994, before me, a Notary Public, the undersigned officer, personally appeared ANNA MOSKEL, 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.

Ronald E. Archer

My Commission Expires

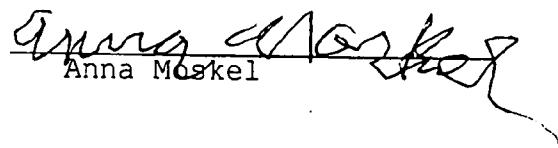
-5-

Notarial Seal
Ronald E. Archer, Notary Public
Houtzdale Boro, Clearfield County
My Commission Expires March 23, 1997

NOTICE OF REVOCATION OF POWER OF ATTORNEY

I, Anna Moskel, of 502 Hawley Street, Lockport, New York 14094, hereby give notice that I have revoked, and do hereby revoke, the power of attorney dated December 15, 1994, given to Janet K. Moskel empowering Janet K. Moskel to act as my true and lawful attorney-in-fact under the above general power of attorney, and I declare that all power and authority granted under the power of attorney is hereby revoked and withdrawn.

IN WITNESS WHEREOF, the undersigned sets her hand and seal hereto on the 25th day of February, 2002.


Anna Moskel

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CLEARFIELD

On this, the 25th day of February, 2002, before me,
the undersigned officer, personally appeared ANNA MOSKEL,
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
therein contained.

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

Siemantel

N₁P₁

Notarial Seal
Girard Kasubick, Notary Public
Houtzdale Boro, Clearfield County
My Commission Expires June 8, 2003

FILED

10cc
Oct 11 2002 Atty Kasubick
25 2002 Atty Ad.
80.00

William A. Shaw
Prothonotary 2cc Shff

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

ANNA MOSKEL, individually;
and by her Attorney-in-Fact,
STELLA HAMM,
Plaintiff

vs.

JANET K. MOSKEL and PETER M.
MOSKEL, her husband,
Defendants

: No.: 2002-1674-C
: Type of Case: Equity
: Type of Pleading:
: Motion for Special
: Relief
: Filed on behalf of:
: Plaintiff
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court #30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

FILED

OCT 25 2002

William A. Shaw
Prothonotary

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

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, : No.: 2002-
STELLA HAMM, :
Plaintiff :
: vs. :
: :
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants :
:

MOTION FOR SPECIAL RELIEF

AND NOW, comes Anna Moskel, individually and by her attorney-in-fact, Stella Hamm, by and through their attorney, Girard Kasubick, Esq., and files the following Motion for Special Relief:

1. The Plaintiff is Anna Moskel, who resides at 502 Hawley Street, Lockport, New York 14094.
2. The Plaintiff, Stella Hamm, is the daughter of Anna Moskel and she resides at 133 South Madison Drive, South Plainfield, NJ 07080.
3. The Defendants are Janet K. Moskel and Peter M. Moskel, her husband, who reside at HC 1, Box 150, Madera, Clearfield County, Pennsylvania 16661.
4. Anna Moskel has granted a Power of Attorney to Stella Hamm, her daughter, by instrument dated February 21, 2002 which is attached to the Complaint filed in this action.

5. Pete Moskel, who is now deceased, and Anna Moskel, his wife, conveyed real property in Bigler Township, Clearfield County, Pennsylvania to their son, Peter M. Moskel and Janet K. Moskel, his wife, by deed dated February 2, 1989 and recorded in Clearfield County Deeds and Records Book 1267, Page 247, a copy of which is attached hereto and marked Exhibit "A".

6. The aforesaid real property in Paragraph 5 above contains a dwelling house thereon.

7. Pete Moskel and Anna Moskel retained a life estate in the real property conveyed in Clearfield County Deeds and Records Book 1267, Page 247.

8. Peter M. Moskel and Janet K. Moskel have all keys to the dwelling house in which Anna Moskel has a life estate, which they obtained as the remainder owner and when Janet K. Moskel was acting as attorney-in-fact for Anna Moskel.

9. The Plaintiffs by and through their attorney by letter of July 3, 2002 to Defendants' attorney have requested a key to the house in which Anna Moskel has a life estate.

10. The Defendants have refused to provide Anna Moskel with a key to the real property in which she has a life estate.

WHEREFORE, Plaintiffs request Your Honorable Court to issue a Rule Returnable to show cause why Defendants

should not provide a key to the dwelling house in which Anna Moskel has a life estate interest.

Girard Kasubick
Girard Kasubick, Esq.
Attorney for Plaintiffs

VERIFICATION

We, the undersigned, verify that the statements made in the foregoing Complaint are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

Anna Moskel
Anna Moskel

Stella Hamm
Stella Hamm, Attorney-
in-Fact for Anna Moskel

County Parcel No. _____

This Deed,

MADE the 2nd

day of February

in the year nineteen hundred and — Eighty-nine.

BETWEEN: PETE MOSKEL and ANNA MOSKEL, his wife, both of Star Route,
Madera, Pennsylvania, Grantors and Parties of the First Part,

AND

PETER M. MOSKEL and JANET K. MOSKEL, his wife, both of Blackburn
Road, Madera, Pennsylvania, as Tenants by the Entireties, Grantees
and Parties of the Second Part.

WITNESSETH, That in consideration of—ONE (\$1.00) DOLLAR

In hand paid, the receipt whereof is hereby acknowledged, the said grantors — do — hereby grant
and convey to the said grantees, their heirs and assigns,ALL that certain plot or piece of ground located on the East side
of Township Road in what was formerly known as the village of "Bucher",
having erected thereon a two-story frame dwelling, designated by the
Grantor as House No. 167. All situate in Bigler Township, Clearfield
County, Pennsylvania, and bounded and described as follows:BEGINNING at an Iron Pin in Public Road and on line between
Parker tract and Bots tract of which the demised premises is
a part. The said Pin being the Southwest corner of the
premises herein conveyed; thence North fifty-five degrees East
(N 55° E) along said Parker tract One Hundred Fifty (150')
feet to an iron rail corner located on the South side of said
public road; thence South Thirty-three degrees sixteen minutes
East (S 33° 16' E) along other property of the Grantor Three
Hundred (300') feet to an iron rail corner; thence South
Fifty-five degrees West (S 55° W) further along other property
of the Grantor One Hundred Fifty (150') feet to an iron rail
corner near Township Road; thence North Thirty-three degrees
Sixteen minutes West (N 33° 16' W) Three hundred (300') feet
to pin in public road and place of beginning. Containing
one (1) acre, more or less.EXCEPTING AND RESERVING such exceptions and reservations as
are contained in prior deeds in the chain of title.

Vol 1267 Part 248

Pete Moskel and Anna Moskel, Grantors herein, reserve unto themselves the right to use, occupy and enjoy the above described premises for and during the course of their natural lives.

BEING the same premises as were conveyed unto Grantors by deed of Mid-Pen Coal Company dated December 17, 1956, and entered for record in Clearfield County Deed Book Volume 455, Page 432.

THIS IS A MOTHER AND FATHER TO SON AND DAUGHTER-IN-LAW TRANSFER.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1906", 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:

Peter M. Moskel
Peter M. Moskel
Janet K. Moskel
Janet K. Moskel

Ronald C. Anderson

20 day of *February*

This 2nd day of February

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 ENHANCE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is not to be construed to Act No. 253, approved September 10, 1905, as amended.)

FILED

cc: Atty

011528-2020098

OCT 25 2002

William A. Shaw
Prothonotary

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

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, : No.: 2002-1674-CJ
STELLA HAMM, :
Plaintiff :
vs. :
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants :
.

ORDER

AND NOW, this 25th day of October, 2002,
a rule is entered to show cause under the Motion for
Special Relief filed by the Plaintiffs, and a rule is
issued upon the Defendants to appear and show cause why
the relief requested to provide a key to the Plaintiff for
the dwelling house in which Plaintiff has a life estate
interest should not be granted.

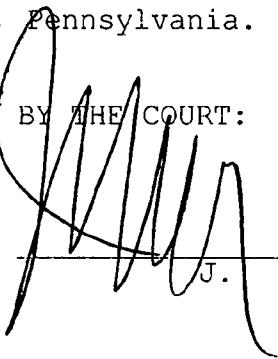
This Rule is returnable for hearing and/or argument
on the 12 day of December, 2002, at 10:00
o'clock A.m. in Courtroom No. 1 of the Clearfield
County Courthouse, Clearfield, Pennsylvania.

FILED

OCT 28 2002

William A. Shaw
Prothonotary

BY THE COURT:



J.

FILED

2 cc of Motion to Shift
019:41 ~~Set~~ 2 pc orders w/out Motion to Alter
OCT 28 2002

William A. Shaw
Prothonotary

*E
K28*

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

ANNA MOSKEL, individually; : No.: 2002-1674-CD
and by her Attorney-in-Fact, : Type of Case: Equity
STELLA HAMM, : Type of Pleading:
Plaintiff : Motion to Withdraw
vs. : Filed on behalf of:
Plaintiff
Counsel of Record for
This Party:
Girard Kasubick, Esq.
Supreme Court #30109
LEHMAN & KASUBICK
611 Brisbin Street
Houtzdale, PA 16651
(814) 378-7840
Defendants

FILED

NOV 13 2002

William A. Shaw
Prothonotary

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

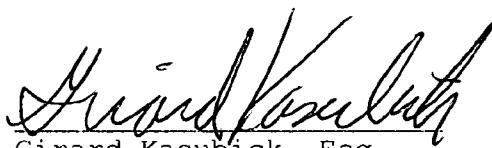
ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, : No.: 2002-1674-CD
STELLA HAMM, :
Plaintiff :
: EQUITY
vs. :
: :
: :
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants :
:

MOTION TO WITHDRAW MOTION FOR SPECIAL RELIEF

TO: William A. Shaw, Prothonotary

Please withdraw the Motion for Special Relief filed
on behalf of the Plaintiff.

Date: 11/13/2002


Girard Kasubick, Esq.
Attorney for Plaintiff
611 Brisbin Street
Houtzdale, PA 16651

FILED *Corr to ca*
OCT 10 2002
NOV 13 2002
cc
EAS

William A. Shaw
Prothonotary

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

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, :
STELLA HAMM, :
Plaintiffs, :
vs. : No. 02 - 1674 - C.D.
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants. :
: Type of case: Civil
: Type of pleading: Answer, New
Matter and Counterclaim
: Filed on behalf of: Defendants,
JANET K. MOSKEL and
PETER M. MOSKEL
: Counsel for Defendants:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED

DEC 26 2002

William A. Shaw
Prothonotary

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

ANNA MOSKEL, individually;	:	
and by her Attorney-in-Fact,	:	
STELLA HAMM,	:	
	Plaintiffs,	:
vs.	:	No. 02 - 1674 - C.D.
	:	
JANET K. MOSKEL and PETER M.	:	
MOSKEL, her husband,	:	
	Defendants.	:

NOTICE TO DEFEND

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
1 North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641

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

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, :
STELLA HAMM, :
Plaintiffs, :
vs. : No. 02 - 1674 - C.D.
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants. :

ANSWER

NOW, come the Defendants, JANET K. MOSKEL and PETER M. MOSKEL, by and through their attorney, FREDERICK M. NEISWENDER, ESQUIRE and make their Answer to Plaintiffs' Complaint as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.

11. Denied. Defendants asked Plaintiffs' counsel for additional time to research the destinations of the sixty-one (61) checks, dating from June 11, 1995, for which Plaintiffs demanded an explanation. An accounting of said checks is attached as Defendants' Exhibit "A". At the time Plaintiffs called the local Constable and removed Plaintiff Anna Moskel's belongings from the house in March 2002, Defendants offered Plaintiff Anna Moskel a key, which she refused. Following the filing of Plaintiffs' Complaint, Defendants returned a key to the office of Plaintiffs' counsel on November 5, 2002.

12. Denied. Defendants' Son, Plaintiff Anna Moskel's Grandson, was living in the residence with the knowledge and authority of Plaintiff Anna Moskel while she resided with the Defendants. He no longer lives in the residence and has never paid rent.

13. Admitted.

14. Admitted.

15. Admitted.

16. No answer required.

17. No answer required.

18. No answer required.

WHEREFORE, Defendants respectfully request this Court dismiss Plaintiffs' Complaint and enter judgment in favor of the Defendants.

NEW MATTER

NOW, come the Defendants, JANET K. MOSKEL and PETER M. MOSKEL, by and through their attorney, FREDERICK M. NEISWENDER, ESQUIRE and aver as New Matter the following:

19. Defendants restate and incorporate Paragraphs 1 through 18 above as if stated at length herein.
20. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.
21. Plaintiffs' Complaint fails to state a claim with sufficient specificity.
22. Defendant Peter M. Moskel, was not a party the Durable Power of Attorney in question and should be removed as a Defendant in this action.
23. Prior to the signing of the Notice of Revocation of Power of Attorney the Principal, Plaintiff Anna Moskel, had not made any complaints to her Agent, Defendant Janet K. Moskel, regarding the performance of her duties as Attorney in Fact.
24. Plaintiff Anna Moskel was competent, had full knowledge of all acts of her Agent and right of refusal at all times during the Principal/Agent relationship between Plaintiff Anna Moskel and Defendant Janet K. Moskel.
25. Plaintiff Anna Moskel, kept her checkbook in her possession and recorded all transactions during the Principal/Agent relationship between Plaintiff Anna Moskel and Defendant Janet K. Moskel.
26. Plaintiff Anna Moskel, kept all bank statements and other financial records and removed them when she vacated Defendants' residence.
27. Defendant Janet K. Moskel acted in the best interest of Plaintiff Anna Moskel at all times during the Principal/Agent relationship between the parties.

28. All acts of Defendant Janet K. Moskel during the Principal/Agent relationship were done at the request and/or with full knowledge of Plaintiff Anna Moskel.

29. Defendant Janet K. Moskel's acts were at all times justified.

WHEREFORE, Defendants respectfully request this Court dismiss Plaintiffs' Complaint and enter judgment in favor of the Defendants.

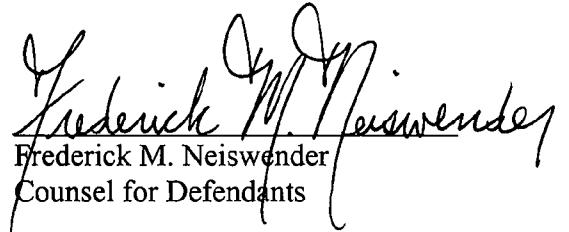
COUNTERCLAIM

NOW, come the Defendants, JANET K. MOSKEL and PETER M. MOSKEL, by and through their attorney, FREDERICK M. NEISWENDER, ESQUIRE and aver as a Counterclaim the following:

30. Defendants restate and incorporate Paragraphs 1 through 29 above as if stated at length herein.
31. Defendants believe and therefore aver that Plaintiffs' Complaint is clearly without basis in fact or law, and was filed by Plaintiffs' solely for the purpose of causing expense, annoyance and harm to the Defendants.
32. As such, the conduct of Plaintiffs in commencing litigation as set forth in their Complaint is arbitrary, vexatious and in bad faith.
33. As a result, Defendants have been forced to retain counsel to defend this action, and are entitled to an award of counsel fees pursuant to 42 Pa. C.S.A. § 2503 (9).

WHEREFORE, Defendants demand judgment in their favor and against the Plaintiffs.

Respectfully submitted,


Frederick M. Neiswender
Counsel for Defendants

JANET K. MOSKEL and PETER M. MOSKEL hereby state that they are the Defendants in this action and that the statements of fact made in the foregoing Answer, New Matter and Counterclaim are true and correct upon personal knowledge. The undersigned understand that the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

DATE: 12-23-02

Janet K. Moskel
JANET K. MOSKEL

DATE: 12-23-02

Peter M. Moskel
PETER M. MOSKEL

ACCOUNTING OF CHECKS IN QUESTION FROM 1995 – 2002
ANNA MOSKEL, PRINCIPAL - JANET K. MOSKEL, AGENT

<u>CHECK #</u>	<u>PAYEE</u>	<u>AMOUNT</u>	<u>EXPLANATION</u>
987	Claster's	\$207.31	New front door for A. Moskel's house.
998	BiLo	21.46	Groceries for A. Moskel.
1001	Janet Moskel	100.00	Uncertain.
1002	Janet Moskel	100.00	Uncertain.
1005	Lowe's	377.71	Refrigerator for A. Moskel.
1023	AmeriGas	88.20	Gas for hot water and stove at A. Moskel's house.
1027	Bloom Electric	712.83	New deep well pump for A. Moskel's house.
1042	AmeriGas	95.32	Gas for hot water and stove at A. Moskel's house.
1045	I.R.S.	1106.00	Peter and Anna Moskel's Federal Income Tax 1995.
1057	AmeriGas	64.21	Gas for hot water and stove at A. Moskel's house.
1059	True Value	38.61	New garden hose for A. Moskel's house.
1065	AmeriGas	31.00	Gas for hot water and stove at A. Moskel's house.
1066	Lezzer's	579.82	Roofing for shanty at A. Moskel's house.
1067	Lezzer's	59.32	Roof caps for shanty at A. Moskel's house.
1068	Wal Mart	754.28	RCA Satellite Dish for A. Moskel (she possesses).
1070, 1077, 1081, 1089, 1109, 1120, 1128, 1133, 1140, 1145, 1152, 1157, 1163, 1167, 1192, 1195, 1199, 1202, 1211, 1214, 1221, 1228, 1233, 1238, 1242, 1247, 1253, 1257.	AmeriGas	31.00 (ea.)	Gas for hot water and stove at A. Moskel's house.
1087	Lezzer's	147.28	Wood siding for shanty at A. Moskel's house.
1088	Lloyd's	73.08	Screws, nails and paint for shanty.

1117	J.J. Powell	177.31	Fuel oil for A. Moskel's house.
1125	J.J. Powell	184.54	Fuel oil for A. Moskel's house.
1130	J.J. Powell	168.39	Fuel oil for A. Moskel's house.
1135	J.J. Powell	160.42	Fuel oil for A. Moskel's house.
1137	Lezzer's	51.16	Building supplies for shanty at A. Moskel's house.
1147	J.J. Powell	154.70	Fuel oil for A. Moskel's house.
1159	AmeriGas	351.79	New hot water tank for A. Moskel's house.
1165	Cash	2000.00	Cash to A. Moskel to reduce balance in checking.
1172	J.J. Powell	127.91	Fuel oil for A. Moskel's house.
1173	Wal Mart	193.80	Television for A. Moskel (she possesses).
1188	J.J. Powell	99.63	Fuel oil for A. Moskel's house.
1197	J.J. Powell	124.25	Fuel oil for A. Moskel's house.
1205	J.J. Powell	120.04	Fuel oil for A. Moskel's house.
1207	J.J. Powell	121.34	Fuel oil for A. Moskel's house.
1220	J.J. Powell	132.61	Fuel oil for A. Moskel's house.
1311	J.J. Powell	265.32	Fuel oil for A. Moskel's house.

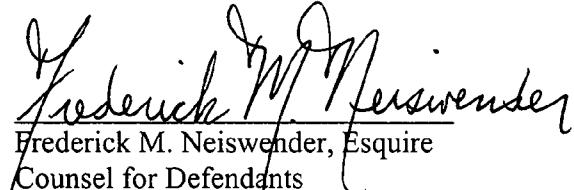
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, :
STELLA HAMM, :
Plaintiffs, :
vs. : No. 02 - 1674 - C.D.
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants. :

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Answer, New Matter and Counterclaim was made upon Plaintiffs, Anna Moskel and Stella Hamm, by mailing, first class, postage prepaid, a true copy to the office of their attorney of record, Girard Kasubick, Esquire, on December 26, 2002, at the following address:

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, Pennsylvania 16651


Frederick M. Neiswender, Esquire
Counsel for Defendants
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830

FILED

3 CC

Att. Responde

01/20/2012

REC'D 2012

300

EDP

William A. Shaw
Prosternetary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13243

MOSKEL, ANNA, IND & BY HER ATTY

02-1674-CD

VS.

MOSKEL, JANET K. and PETER M.

COMPLAINT IN EQUITY, MOTION FOR SPECIAL RELIEF & ORDER

SHERIFF RETURNS

NOW NOVEMBER 4, 2002 AT 12:57 PM EST SERVED THE WITHIN COMPLAINT IN EQUITY, MOTION FOR SPECIAL RELIEF & ORDER ON PETER M. MOSKEL, DEFENDANT AT RESIDENCE, HC 1 BOX 150, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PETER M. MOSKEL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EQUITY, MOTION FOR SPECIAL RELIEF & ORDER AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/MCCLEARY

NOW NOVEMBER 4, 2002 AT 12:57 PM EST SERVED THE WITHIN COMPLAINT IN EQUITY, MOTION FOR SPECIAL RELIEF & ORDER ON JANET K. MOSKEL, DEFENDANT AT RESIDENCE, HC 1 BOX 150, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PETER M. MOSKEL, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EQUITY, MOTION FOR SPECIAL RELIEF & ORDER AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

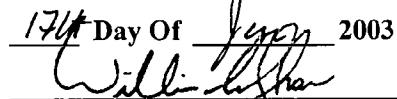
SERVED BY: NEVLING/MCCLEARY

Return Costs

Cost	Description
38.02	SHFF. HAWKINS PAID BY; ATTY.
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

17th Day Of July 2003


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

So Answers,


Chester A. Hawkins
Sheriff

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

ANNA MOSKEL, individually; : No.: 2002-1674-CD
and by her Attorney-in-Fact, : Type of Case: Equity
STELLA HAMM, : Type of Pleading:
Plaintiffs : Reply to New Matter and
vs. : Counterclaim
: Filed on behalf of:
: Plaintiffs
: Counsel of Record for
JANET K. MOSKEL and PETER M. : This Party:
MOSKEL, her husband, : Girard Kasubick, Esq.
Defendants : Supreme Court #30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

FILED

JAN 31 2003

William A. Shaw
Prothonotary

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

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, : No.: 2002-1674-CD
STELLA HAMM, :
Plaintiffs : EQUITY
vs. :
: :
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants : ,

REPLY TO NEW MATTER

AND NOW, comes, ANNA MOSKEL, individually and by her attorney-in-fact, Stella Hamm, Plaintiffs, by and through their attorney, Girard Kasubick, Esquire, and files the following Reply to New Matter and Counterclaim.

19. Plaintiffs hereby incorporates Paragraphs 1 through 18 of their Complaint by reference thereto.

20. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

21. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

22. Admitted in part and Denied in part. It is admitted Peter M. Moskel was not an attorney-in-fact under the Power of Attorney. It is denied that he should

be removed as a party because this is a conclusion of law or fact for which no responsive pleading is required.

23. Admitted. However, as further Answer to this during the later stages of Anna Moskel residing with Defendants, Anna felt her treatment by Defendants had become controlling and Anna Moskel became fearful and reclusive residing with Defendant and the Defendants demanded she leave the residence of Defendants.

24. Admitted in part and Denied in part. It is admitted Anna Moskel was competent. It is denied Anna Moskel had full knowledge of the acts of her Agent, Janet K. Moskel. Anna Moskel had access to bank statements, but she did not review them in detail at the time and Anna Moskel trusted Janet K. Moskel was doing the right actions until she became fearful due to Janet's and Peter's controlling of Anna. Also, Anna could not read well due to her vision problems and could not read her checkbook and bank statements.

25. Admitted in part and Denied in part. It is admitted Anna had access to her checkbook and Janet did at all times, also. It is denied Anna Moskel recorded all transactions because Janet Moskel did the recording of all transactions at the times in question. Janet K.

Moskel did all the recording because of Anna's vision problems.

26. Admitted in part and Denied in part. It is admitted Anna Moskel has the bank statements and some financial records. It is denied Anna Moskel has all financial records. Anna Moskel does not have the bills for the checks in question. Janet K. Moskel and Peter M. Moskel packed Anna's belongings before the Defendants told Anna Moskel that they were taking Anna Moskel to her daughters in New Jersey.

27. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

28. Denied. All acts done by Janet K. Moskel were not always made known to Anna Moskel prior to the acts being performed by Janet K. Moskel. In particular, various improvements that Defendants allege were done to Anna Moskel's house were done without consulting Anna Moskel and some of them Anna Moskel was not aware of until receiving Defendants Answer.

29. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

WHEREFORE, Plaintiffs request your Honorable Court to enter judgment in favor of Plaintiffs and against Defendants.

REPLY TO COUNTERCLAIM

30. Plaintiffs hereby incorporated Paragraph 1 through 29 of their Complaint and Reply to New Matter by reference thereto.

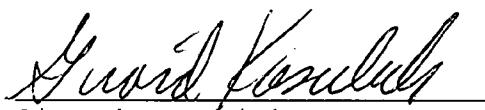
31. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

32. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

33. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

WHEREFORE, Plaintiffs request your Honorable Court to enter judgment in favor of Plaintiffs and against Defendants.

Respectfully Submitted



Girard Kasubick, Esq.
Attorney for Plaintiffs

VERIFICATION

We, the undersigned, verify that the statements made in the foregoing Reply to New Matter are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

Stella Hamm, P.A.
Anna Moskel

Stella Hamm
Stella Hamm, Attorney-
in-Fact for Anna Moskel

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

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, : No.: 2002-1674-CD
STELLA HAMM, :
Plaintiffs : EQUITY
vs. :
: :
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that I, Girard Kasubick, Esq., forwarded a copy of the Reply to New Matter and Counterclaim to counsel of record listed below by United States mail, postage prepaid on the 31st day of January, 2003, at the following address:

Frederick M. Neiswender, Esq.
501 East Market Street
Suite 3
Clearfield, PA 16830



Girard Kasubick, Esquire,
Attorney for Plaintiffs

FILED

01/09/03
JAN 31 2003

cc
Attn: Kasabick
CJ
ASL

William A. Shaw
Prothonotary

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

ANNA MOSKEL, individually; : No.: 2002-1674-CD
and by her Attorney-in-Fact, : Type of Case: Equity
STELLA HAMM, : Type of Pleading:
Plaintiff : Certificate of
vs. : Readiness and
Praeclipe for
Arbitration
Filed on behalf of:
Plaintiff
Counsel of Record for
This Party:
Girard Kasubick, Esq.
Supreme Court #30109
LEHMAN & KASUBICK
611 Brisbin Street
Houtzdale, PA 16651
(814) 378-7840

JANET K. MOSKEL and PETER M.
MOSKEL, her husband,
Defendants

FILED

NOV 24 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

ANNA MOSKEL, individually :
and by her Attorney-in-Fact, : No.: 2002-1674-CD
STELLA HAMM, :
Plaintiff :
vs. :
: :
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants :
:

CERTIFICATE OF READINESS

TO: William A. Shaw, Prothonotary

DATE PRESENTED: November 24, 2003

CASE NUMBER: 2002-1674-CD

Date Complaint Filed: October 25, 2002

TYPE OF TRIAL REQUESTED:

Jury Non-Jury Arbitration

ESTIMATED TRIAL TIME:

1 day

PLAINTIFF(S): Anna Moskel, individually and by her Attorney-in-Fact Stella Hamm Check Block
if a Minor
is a Party
to the Case

DEFENDANT(S): Janet K. Moskel and Peter M. Moskel, her husband

ADDITIONAL

DEFENDANT(S): None

AMOUNT AT ISSUE: \$9,857.64 plus value of missing items.

CONSOLIDATION: () yes (X) no

DATE CONSOLIDATION ORDERED: N/A

PRAECIPE FOR ARBITRATION

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE ARBITRATION LIST.

I certify that all discovery in the case has been completed or will be completed, all necessary parties and witnesses are available; serious settlement negotiations have been conducted; there are no outstanding motions; the case is ready in all respects for Arbitration, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel:

Girard Kasubick, Esq.
611 Brisbin Street
Houtzdale, PA 16651

 (814) 378-7840
FOR THE PLAINTIFF TELEPHONE NUMBER

Frederick M. Neiswender, Esq.
501 East Market Street, Suite 3
Clearfield, PA 16830

 (814) 765-6500
FOR THE DEFENDANTS TELEPHONE NUMBER

Respectfully Submitted,


Girard Kasubick, Esq.,
Attorney for Plaintiff

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

ANNA MOSKEL, individually :
and by her Attorney-in-Fact, : No.: 2002-1674-CD
STELLA HAMM, :
Plaintiff :
:
vs. :
:
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants :
:

CERTIFICATE OF SERVICE

I, Girard Kasubick, Esq., hereby certify that I served a true and correct copy of the Certificate of Readiness and Praecipe for Trial by United States First Class Mail, postage prepaid, on November 24, 2003, on the following counsel of record:

Frederick M. Neiswender, Esq.
501 East Market Street, Suite 3
Clearfield, PA 16830



Girard Kasubick, Esquire,
Attorney for Plaintiff

FILED NO
01-0202
NOV 24 2003
4th pd 20.00
William A. Shaw
Prothonotary/Clerk of Courts
O'Hall

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

ANNA MOSKEL, individually;
and by her Attorney-in-Fact,
STELLA HAMM,
Plaintiffs,

vs. No. 02 - 1674 - C.D.

JANET K. MOSKEL and PETER M.
MOSKEL, her husband,
Defendants.

Type of case: Civil (Equity)

Type of pleading: Motion to Strike
Arbitration

Filed on behalf of: Defendants

Counsel for Defendants:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED

FEB 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, :
STELLA HAMM, :
Plaintiffs, :
vs. : No. 02 - 1674 - C.D.
: :
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants. :
:

MOTION TO STRIKE ARBITRATION

AND NOW, come the Defendants, JANET K. MOSKEL and PETER M. MOSKEL, by and through their attorney, FREDERICK M. NEISWENDER, ESQUIRE, and file this Motion to Strike Arbitration upon which the following is a statement:

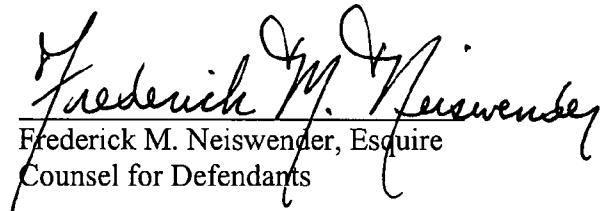
1. Plaintiff, ANNA MOSKEL, is an adult individual residing at 502 Hawley Street, Lockport, New York 14094.
2. Plaintiff, STELLA HAMM, is an adult individual residing at 133 South Madison Drive, South Plainfield, New Jersey 07080.
3. Defendants, JANET K. MOSKEL and PETER M. MOSKEL, are husband and wife residing at HC 1, Box 150, Madera, Clearfield County, Pennsylvania 16661.
4. This matter was listed for Arbitration based on a Certificate of Readiness filed by the Plaintiff on November 24, 2003.
5. The issue in this case involves a demand by Plaintiffs for an accounting, which was previously supplied to Plaintiffs.

6. Clearfield County Local Rule 1301 prohibits civil cases in equity from being decided by a Board of Arbitrators.

7. Arbitration in this matter is scheduled for February 20, 2004 at 9:00 a.m.

WHEREFORE, Defendants have the right to be heard in the proper forum and pray that this Honorable Court strike the Arbitration scheduled and grant any other appropriate relief:

Respectfully submitted,



Frederick M. Neiswender, Esquire
Counsel for Defendants

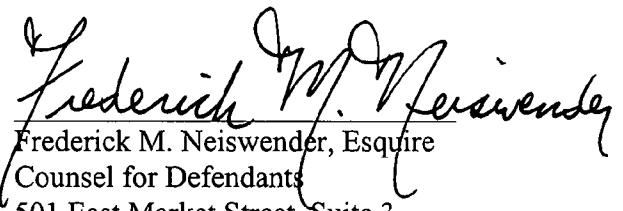
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, :
STELLA HAMM, :
Plaintiffs, :
vs. : No. 02 - 1674 - C.D.
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants. :

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Motion to Strike Arbitration was made upon Anna Moskel and Stella Hamm, by mailing, first class, postage prepaid, a true copy to the office of their attorney of record, Girard Kasubick, Esquire, on February 5, 2004, at the following address:

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, Pennsylvania 16651


Frederick M. Neiswender, Esquire
Counsel for Defendants
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830

FILED

3cc
01/30/04

Travis
FEB 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

Amy Neiswender

(A)
61

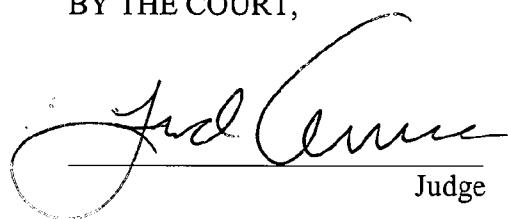
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, :
STELLA HAMM, :
Plaintiffs, :
vs. : No. 02 - 1674 - C.D.
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants. :
:

RULE RETURNABLE

NOW, this 10 day of February, 2004, upon consideration of Defendants' Motion to Strike Arbitration, a Rule is hereby issued upon the Plaintiffs, Anna Moskel and Stella Hamm to show cause why the Motion should not be granted. Rule Returnable for Answer by the Plaintiffs and hearing on said Motion to be held on the 17 day of February, 2004, at 11:00 o'clock A. m. in Courtroom No. 1 of the Clearfield County Courthouse.

BY THE COURT,



Judge

FILED

FEB 11 2004

William A. Shaw
Prothonotary

FILED

O 8:50 AM 30 day Namein
FEB 11 2004 C.R.A.
cgk

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNA MOSKEL, et al

:

VS.

: NO. 02-1674-CD

JANET K. MOSKEL, et al

:

O R D E R

NOW, this 17th day of February, 2004, following argument on Motion to Strike Arbitration filed on behalf of Defendant, it is the ORDER of this Court that said Motion be and is hereby denied.

BY THE COURT,

Judie J. Ammerman

President Judge

FILED

FEB 19 2004

William A. Shaw
Prothonotary

FILED

5/1/04 2004 City Marshal
2cc City Marshal

FEB 19 2004

William A. Shaw
Prothonotary

LAW OFFICES
LEHMAN & KASUBICK

Arb. 2-20-04

611 BRISBIN STREET, HOUTZDALE, PA 16651

Telephone (814) 378-7840

Facsimile (814) 378-6231

February 11, 2004

RECEIVED

FEB 12 2004

OFFICE OF COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Suite 228, 230 East Market Street
Clearfield, PA 16830

COURT ADMINISTRATOR'S
OFFICE

Re: Anna Moskel, et al. vs. Janet K. Moskel, et al.
No. 2002-1674-CD

Dear Dave or Marcy:

Enclosed please find my Pre-Trial Statement filed on behalf of the Plaintiffs for the above Arbitration scheduled, February 20, 2004. I am serving copies on opposing Counsel and the Arbitrators by copy of this letter.

If you have any questions, please feel free to contact me.

Very truly yours,

LEHMAN & KASUBICK



Girard Kasubick

GK:lah

Enclosure

cc: J. Richard Mattern, II, Esq.
Peter F. Smith, Esq.
Kimberly M. Kubista, Esq.
Frederick M. Neiswender, Esq.
Stella Hamm

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

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, :
STELLA HAMM, :
Plaintiffs : No. 2002-1674-CD

vs. :

JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants :

RECEIVED

FEB 12 2004

*COURT ADMINISTRATOR'S
OFFICE*

PLAINTIFF'S PRE-TRIAL STATEMENT

AND, NOW comes, Anna Moskel, by and through her Attorney-in-Fact, Stella Hamm, by their attorney, Girard Kasubick, Esquire, and files the following Pre-Trial Statement under 46 J.D.R.C.P. 1306(A):

1. **Statement of the Case:**

Defendant, Janet K. Moskel, daughter-in-law of Anna Moskel, was given Power of Attorney to act on behalf of Anna Moskel, by Power of Attorney, dated December 15, 1994. Janet K. Moskel acted as Power of Attorney by paying bills out of Anna Moskel's Checking Account No. 0002022523 with County National Bank up until January 2002. In February 2002, Anna Moskel revoked Janet K. Moskel's Power of Attorney and appointed Stella Hamm, her daughter, as Power of Attorney.

Plaintiff's have requested an accounting and information on numerous checks written between 1995 and 2002 by Janet K. Moskel and Plaintiff's have not been shown bills for those checks or provided a proper accounting for those items. The checks in question are set forth in paragraph 13 and 14 of Plaintiff's Complaint and amount to \$9,857.64.

Plaintiff also asks for return of certain furniture of hers in the house she conveyed to Defendant's, but reserved a life estate. The furniture and personal belongings are not in the house and Defendant's have not informed Plaintiff of the location or whereabouts of those items.

2. **Citation of Applicable Cases or Statutes:**

The fiduciary duties of the Attorney-in-Fact to act on behalf of the one granting the powers for the benefit of the one granting the powers. These duties are set forth in current law in 20 Pa.C.S.A. §5601(e).

3. **List of Witnesses:**

a. Anna Moskel
502 Hawley Street
Lockport, New York 14094

b. Stella Hamm
133 South Madison Avenue
South Plainfield, New Jersey 07080

c. Sophia Gmerek
502 Hawley Street
Lockport, New York 14094

4. Statement of Damages and List of Exhibits:

Plaintiffs seek damages of \$9,857.64 for improper use of Plaintiffs funds under Defendant, Janet K. Moskel's Power of Attorney.

Also Plaintiffs seek damage for lost or not returned furniture and personal items in the house in the amount of \$1,000.00.

The Exhibits to be used at trial:

a.) Power of Attorney dated December 15, 1994. A copy is attached.

b.) Power of Attorney dated February 21, 2002. A copy is attached.

c.) Termination of December 15, 1994 Power of Attorney dated February 25, 2002. A copy is attached.

d.) Deed from Plaintiff to Defendants reserving a life estate to Anna Moskel in Deed Book 1267, Page 247. A copy is attached.

e.) A copy of 1995 to 2002 ledger of Checking Account No. 0002022523

showing checks in question highlighted in yellow. A copy is attached.

f.) Bank statements relevant to checks in
e.) above. Will provide copies at
hearing as used by Plaintiff.

Respectfully Submitted,



Girard Kasubick
Attorney for Plaintiffs

DURABLE POWER OF ATTORNEY

I, ANNA MOSKEL, of HCl, Box 15, Madera, Clearfield County, Pennsylvania, 16661, do hereby appoint JANET K. MOSKEL, of HCl, Box 150, Madera, Pennsylvania, 16661, with full power of substitution, for me and in my name, to transact all my business and to manage all my property and affairs as I might do if personally present, including but not limited to exercising the following powers:

Durable Power of Attorney

This power of attorney shall not be affected by my subsequent disability or incapacity. All acts done by my agent pursuant to this power during any period of my disability or incapacity shall have the same effect and enure to my benefit and bind me and my successors in interest as if I were competent and not disabled.

Management of Assets

1. **Cash Accounts.** To collect and receive any money and assets to which I may be entitled; to deposit cash and checks in any of my accounts; to endorse for deposit, transfer or collection, in my name and for my account any checks payable to my order, and to draw and sign checks for me and in my name, including any accounts opened by my agent in my name at any bank or banks, savings society or elsewhere; and to receive and apply the proceeds of such checks as my agent deems best; and to act as my representative payee for all Social Security, Medicare, and other federal and state benefits.

2. **Stocks and Bonds.** To take custody of my stocks, bonds and other investments of all kinds, to give orders for the sale, surrender or

exchange of any such investments and to receive the proceeds therefrom; to sign and deliver assignments, stock and bond powers and other documents required for any such sale, assignment, surrender or exchange; to give orders for the purchase of stocks, bonds and other investments of any kind and to settle for same; to give instructions as to the registration thereof and the mailing of dividends and interest; to clip and deposit coupons attached to any coupon bonds, whether now owned by me or hereafter acquired; to represent me at shareholders' meetings and vote proxies on my behalf; and generally to handle and manage my investments.

3. **Personal Property.** To buy or sell at public or private sale for cash or credit or by any other means whatsoever; to acquire, dispose of, repair, alter or manage my tangible personal property or any interests therein.

4. **Real Estate.** To lease, sell, release, convey, extinguish or mortgage any interest in any real estate I own, including, but not limited to, _____ on such terms as my agent deems advisable, and to purchase or otherwise acquire any interest in and acquire possession of real property and to accept all deeds for such property; and to manage, repair, improve, maintain, restore, build, or develop any real property in which I now have or may later acquire an interest.

5. **Safe Deposit Boxes.** To have access to any and all safe deposit boxes now or hereafter standing in my name; and add to and to remove all or any part of the contents thereof; and to enter into leases for such safe deposit boxes or surrender same.

6. **Insurance.** To procure, change, carry or cancel insurance of such kind in such amounts against any and all risks affecting property or persons against liability, damage or claim of any sort.

7. **Benefit Plans.** To apply for and receive any government, insurance and retirement benefits to which I may be entitled and to exercise any right to elect benefits or payment options.

8. **Taxes.** To prepare, execute and file in my name and on my behalf any tax returns such as Internal Revenue Service forms number 1 through 10,000, including return, report, protest, application for correction of assessed valuation of real or other property or claim for refund in any connection with any tax imposed by any government and to obtain an extension of time for any of the foregoing or to execute waivers of restrictions on the assessment of deficiency on any tax.

9. **Employment of Others.** To employ lawyers, investment counsel, accountants, custodians, physicians, dentists, nurses, therapists, and other persons to render services for, or to me, or my estate and to pay the usual and reasonable fees and compensation of such persons for their services.

10. **Claims.** To institute, prosecute, defend, compromise or otherwise dispose of and to appear for me in any proceedings at law or in equity.

11. **Medical Procedures.** To arrange for and consent to or to withhold medical, therapeutical and surgical procedures for me, including the administration of drugs.

12. **Admission Into Facilities.** To apply for my admission into medical, nursing, residential, rehabilitation, convalescent or other similar

facilities on my behalf, and to sign any consent or admission forms required by such facilities which are consistent with this power, and to enter into agreements for my care by such facilities or elsewhere during my lifetime or for lesser periods of time as my agent may designate, including the retention of nurses for my care.

13. **General Authority.** To do all other things which my agent shall deem necessary and proper in order to carry out the foregoing powers which shall be construed as broadly as possible.

14. **Reliance on Power.** This power may be accepted and relied upon by anyone to whom it is presented until such person either receives written notice of revocation by me or a guardian or similar fiduciary of my estate or has actual knowledge of my death.

15. **Hold Harmless.** All actions of my agent shall bind me and my heirs, distributees, legal representatives, successors and assigns, and for the purpose of inducing anyone to act in accordance with the powers I have granted herein, I hereby represent, warrant and agree that if this power of attorney is terminated or amended for any reason, I and my heirs, distributees, legal representatives, successors and assigns will hold such party or parties harmless from any loss suffered or liability incurred by such party or parties while acting in accordance with this power prior to that party's receipt of written notice of any such termination or amendment.

16. **Pennsylvania Law Governs.** Questions pertaining to the validity, construction and powers created under this instrument shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

I have signed this power of attorney this 15th day of December, 1994.

Witnesses:

Peggy Swanson
Thomas L. Tabay

Anna Moskel
ANNA MOSKEL

190-40-0164
Social Security No.

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD : \$

On this, the 15th day of December, 1994, before me, a Notary Public, the undersigned officer, personally appeared ANNA MOSKEL, 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.

Ronald E. Archer

My Commission Expires

Prepared by:



WALTER K. ABRAMS, ESQ.

POWER OF ATTORNEY

This Power of Attorney is made on February 21, 2002,

BETWEEN: the Principal(s) **ANNA MOSKEL**

whose address is 133 South Madison Drive, South Plainfield, NJ 07080

individually referred to as "I" or "my",

AND: the Agent(s) **STELLA HAMM**

whose address is 133 South Madison Drive, South Plainfield, NJ 07080

referred to as "You".

GRANT OF AUTHORITY. I appoint You to act as my Agent (called an attorney in fact) to do each and every act which I could personally do for the following uses and purposes:

(a) to exercise or perform any act, power, duty, right or obligation whatsoever on my behalf to conduct banking transactions as set forth in Section 2 of P.L. 1991, c. 95(C466-2B-11 et. seq.) which power I understand to be very broad and sweeping. The attorney in fact is granted full authority to do everything necessary in exercising these powers that I could do if personally present. I hereby ratify and confirm all that the attorney in fact shall do or cause to be done by virtue of this power of attorney; and

(b) to continue, modify or terminate any account or other banking arrangement made by me prior to the creation of this agreement. To open a bank account of any type selected by my attorney in fact, in the name of my attorney in fact alone, my name alone, or in both our names jointly; make other contracts for the procuring of other services made available by the banking institution; to do any other act which I may do through my attorney in fact concerning any transaction with a banking institution which affects my financial or other interests; and

(c) to make, execute and deliver any deed, mortgage, or lease, whether with, or without, covenants and warranties in respect of any such lands, buildings, tenements, or other structures, or of any parts or part thereof, and to manage any such lands, and to manage, repair, alter, rebuild or

reconstruct, any buildings, houses, or other structures, or any part, or parts thereof, that may now or hereafter, be erected upon any such lands; and

(d) to demand, sue for, collect, recover and receive all goods, claims, debts, moneys, interest and demands whatsoever now due, or that may hereafter be due, or belong to me (including the right to institute any action, suit, or legal proceeding, for the recovery of any land, buildings, tenements, or other structures, or any part, or parts thereof, to the possession whereof I may be entitled), and to make, execute and deliver receipts, releases or any discharges therefor, under seal or otherwise; and

(e) to deposit in banks all moneys which shall come to his/her hands as such attorney and all bills of exchange, drafts, checks, promissory notes, and other securities for money payable or belonging to me and for that purpose to sign my name and endorse the same either for deposit or for collection, and to withdraw any and all said moneys, bills of exchange, drafts, checks, promissory notes and other securities and for that purpose to draw, sign and deliver checks for any purpose checks in my name; and

(f) to pay all sums of money, at any time, or times, that may hereafter be owing by me upon any bill of exchange, check, draft, note, or trade acceptance, made, executed, endorsed, accepted and delivered by me, or for me, and in my name, by said attorney; and

(g) to sell any and all shares of stocks, bonds, or other securities now, or hereafter, belonging to me, that may be issued by any association, trust, or corporation whether private or public, and to make, execute, and deliver any assignment, or assignments, or any such shares of stocks, bonds, or other securities; and

(h) to defend, settle, adjust, compound, submit to arbitration and compromise all actions, suits, accounts, reckonings, claims and demands, whatsoever, that are now, or hereafter shall be pending between me and any person, firm or corporation, in such manner and in all respects as my said attorney shall think fit; and

(i) to hire accountants, attorneys at law, clerks, workmen, and others, and to remove them, and appoint others in their place, and to pay and allow to the persons to be so employed such salaries, wages or other remuneration, as my said attorney shall think fit; and

(j) to enter into, make, sign, execute and deliver, acknowledge, and perform any contract, agreement, writing, or thing that may, in the opinion of my said attorney, be necessary, or proper, to be entered into, made or signed, sealed, executed, delivered, acknowledged or performed; and

(k) to constitute and appoint, in his/her place and stead, and as his/her substitute, one attorney, or more, for me; with full power of revocation; and

(l) without, in any wise, limiting the foregoing, generally to do, execute and perform any other act, deed, matter, or thing, whatsoever, that ought to be done, executed and performed, or that, in the opinion of my said attorney, ought to be done, executed, or performed, in and about the

premises, of every nature and kind, whatsoever, as fully and effectually as I could do, if personally present; and

(m) to enter upon and take possession of any lands, buildings, tenements, or other structures, or any part or parts thereof, that may belong to me, or to the possession whereof I may be entitled;

(n) to ask for, collect and receive any rents, profits, issues or income, of any and all of such lands, buildings, tenements, or other structures, or of any part, or parts, thereof;

(o) to have access to a safe deposit box. To rent, remove the contents of, or surrender a safe deposit box.

POWERS. I give You all the power and authority which I may legally give to You. You may revoke this Power of Attorney or appoint a new Agent in your place. I approve and confirm all that You or your substitute may lawfully do on my behalf.

SIGNATURES. By signing below, I acknowledge that I have received a copy of this Power of Attorney and that I understand its terms.

Witness:



BARBARA A. STROJAN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 2/1/2006



ANNA MOSKEL

DISABILITY

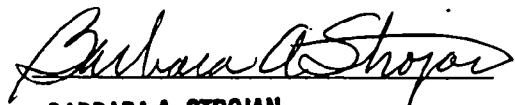
DEFINITION OF DISABILITY. (N.J.S.A. 46:2b-8b) A principal shall be under a disability if the principal is unable to manage his or her property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance.

Clauses (A) and (B) below shall not be a part of the Power of Attorney unless they are signed by the Principal(s).

A. TAKES EFFECT REGARDLESS OF DISABILITY. This Power of Attorney is effective now and remains in effect even if I become disabled (as defined above).

Dated: February 21, 2002

Witness:



BARBARA A. STROJAN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 2/1/2006



ANNA MOSKEL

B. TAKES EFFECT ONLY UPON DISABILITY. This Power of Attorney will only become effective when (and if) I become disabled (as defined above).

Dated:

Witness:

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX SS.:

I CERTIFY that on February 21, 2002

ANNA MOSKEL, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

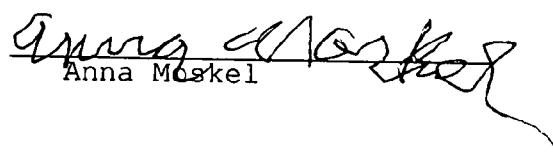


BARBARA A. STROJAN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 2/1/2006

NOTICE OF REVOCATION OF POWER OF ATTORNEY

I, Anna Moskel, of 502 Hawley Street, Lockport, New York 14094, hereby give notice that I have revoked, and do hereby revoke, the power of attorney dated December 15, 1994, given to Janet K. Moskel empowering Janet K. Moskel to act as my true and lawful attorney-in-fact under the above general power of attorney, and I declare that all power and authority granted under the power of attorney is hereby revoked and withdrawn.

IN WITNESS WHEREOF, the undersigned sets her hand and seal hereto on the 25th day of February, 2002.


Anna Moskel

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD

S

On this, the 25th day of February, 2002, before me, the undersigned officer, personally appeared ANNA MOSKEL, 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 therein contained.

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

Girard Kasubick

N.P.

Notarial Seal
Girard Kasubick, Notary Public
Houtzdale Boro, Clearfield County
My Commission Expires June 8, 2003

County Parcel No. _____

This Deed,

MADE the 2ndday of Februaryin the year nineteen hundred and —Eighty-nine.BETWEEN PETE MOSKEL and ANNA MOSKEL, his wife, both of Star Route,
Madera, Pennsylvania, Grantors and Parties of the First Part,

AND

PETER M. MOSKEL and JANET K. MOSKEL, his wife, both of Blackburn
Road, Madera, Pennsylvania, as Tenants by the Entireties, Grantees
and Parties of the Second Part.

WITNESSETH, That in consideration of—ONE (\$1.00) DOLLAR

Dollar,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors — do — hereby grant
and convey to the said grantees, their heirs and assigns, —ALL that certain plot or piece of ground located on the East side
of Township Road in what was formerly known as the village of "Bucher",
having erected thereon a two-story frame dwelling, designated by the
Grantor as House No. 167. All situate in Bigler Township, Clearfield
County, Pennsylvania, and bounded and described as follows:BEGINNING at an Iron Pin in Public Road and on line between
Parker tract and Botz tract of which the demised premises is
a part. The said Pin being the Southwest corner of the
premises herein conveyed; thence North fifty-five degrees East
(N 55° E) along said Parker tract One Hundred Fifty (150')
feet to an iron rail corner located on the South side of said
public road; thence South Thirty-three degrees sixteen minutes
East (S 33° 16' E) along other property of the Grantor Three
Hundred (300') feet to an iron rail corner; thence South
Fifty-five degrees West (S 55° W) further along other property
of the Grantor One Hundred Fifty (150') feet to an iron rail
corner near Township Road; thence North Thirty-three degrees
Sixteen minutes West (N 33° 16' W) Three hundred (300') feet
to pin in public road and place of beginning. Containing
one (1) acre, more or less.EXCEPTING AND RESERVING such exceptions and reservations as
are contained in prior deeds in the chain of title.

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Pete Moskel and Anna Moskel, Grantors herein, reserve unto themselves the right to use, occupy and enjoy the above described premises for and during the course of their natural lives.

BEING the same premises as were conveyed unto Grantors by deed of Mid-Pen Coal Company dated December 17, 1956, and entered for record in Clearfield County Deed Book Volume 455, Page 432.

THIS IS A MOTHER AND FATHER TO SON AND DAUGHTER-IN-LAW TRANSFER.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1906", 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:

Peter M. Moskel
Ronald C. Archer
Peter M. Moskel
Janet K. Moskel
02. 24. 1986
2nd day of February

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RICHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RICHT 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 RICHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 233, approved September 10, 1903, as amended.)

AND the said grantors will --specially-- WARRANT AND FOREVER DEFEND the property
hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the
day and year first above-written.

Sealed and delivered in the presence of

Ronald E. Archer

Pete Moskel (SEAL)
PETE MOSKEL
Anna Moskel (SEAL)
ANNA MOSKEL
..... (SEAL)
..... (SEAL)
..... (SEAL)
..... (SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantors herein is as follows:
c/o Mr. & Mrs. Pete Moskel
Star Route
Madera, PA 16661

Ronald E. Archer

N.T.S. Attorney or Agent for Grantee

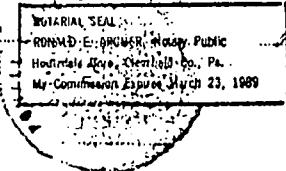
Commonwealth of Pennsylvania

County of *Chesterfield* } ss.

On this, the 2nd day of February 1989, before me, a Notary Public, ---
the undersigned officer, personally appeared PETE MOSKEL and ANNA MOSKEL
known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purpose therein
contained.

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

My Commission Expires



Ronald E. Archer

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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
instrument, and acknowledged that
whose name subscribed to the within
executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and
My Commission Expires

seal.

Commonwealth of Pennsylvania
County of } ss.
CLEARFIELD

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:40 AM 1989
BY Michael S. Lytle
FEES 13.00
Michael S. Lytle, Recorder

RECORDED in the Office for Recording of Deeds, etc., in and for said County,
in Deed Book No. 1267, Page 249

WITNESS my hand and official seal this

day of November, 1989
Michael S. Lytle
Signature of Deeds

My Commission Expires
First Monday in January, 1992

Deed

WARRANT DEED
The Commonwealth Co., Commonwealth of Pa.

PETE MOSKEL, et. ux., Grantors
and Parties of the First Part.
AND
 PETER M. MOSKEL, et. ux.,
Grantees and Parties of the
Second Part.

Dated
For Premises situate in
Bigler Township, Clearfield
County, Pennsylvania.
Consideration \$1.00
Recorded
Entered for Record in the Recorder's
Office of County, the day of Nov., 19
Fee, 4 Recorder

2-2 11-89 Michael R. Lytle, Recorder

RONALD E. ARCHER
ATTORNEY AT LAW
HOUTONDALE, PENNSYLVANIA

1995

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ T	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
984	5/5	MR. & MRS. THOMAS GEMER	\$ 50.00		\$	\$	\$ 2389.11
	5/11	Checking Acct. Int.				1.02	50.00 2339.11 1.02 2340.13
985	5/16	PENELEC	31.26				31.26 2308.87
986	5/26	PHONE	16.84				16.84 2292.03
987	6/11	CMASTER'S	207.31				207.31 2084.72
	6/19	Checking Acct. Int.				3.20	3.20 2087.92
988	7/10	PENELEC	32.16				32.16 2055.76
989	7/10	PHONE	16.07				16.07 2039.69
990	7/10	PAH Emergency Room	19.46				19.46 2020.23
	7/10	Deposit				500.00	500.00 2520.23
	7/20	Checking Acct. Int.				2.95	2.95 2523.18
991	7/26	Prudential	10.56				10.56 2512.62
992	7/26	PENELEC	37.62				37.62 2475.00

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

1995

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ T	Fee (if any) (-)	DEPOSIT/CREDIT (+)	BALANCE
993	8/3	Phone	\$ 15.42				\$ 2475.00
	8/17	Checking Acct. Int.			2.95		15.42 2459.58
994	8/26	Phone	15.42				15.42 2447.11
995	8/26	PENELEC.	35.00				35.00 2412.11
996	9/5	Deb. TARBY (TAXES)	278.75				278.75 2133.36
997	9/5	AMERICA FIRE CO	5.00				5.00 2128.36
998	9/14	Bi. Co	21.46				21.46 2106.90
999	9/19	Phone	22.26				22.26 2084.64
1000	9/29	PENELEC	35.35				35.35 2049.29
1001	10/18	JANET	100.00				100.00 1949.29
1002	10/21	JANET	100.00				100.00 1849.29
	10/18	Checking Acct. Int.			2.49		2.49 1851.78
	10/24	Deposit				1000.00	1000.00 2851.78

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

1995 RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ T	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1003	11/13	Peneloc	\$ 33 11		\$		\$ 2851 78
1004	11/13	Phone	15 83				33 11 2818 67
	11/13	Deposit				1000 00	15 83 2802 84
1005		HOWE'S	377 71				377 71
1006	11/13	Lebanon Mutual Ins. Co.	111 00				3425 13 111 00
1007	11/13	Peneloc	42 02				33 14 13 42 02 3272 11
	11/17	Checking Acct. Int.				3 85	3 85
1008	11/21	Marg & Check & Holley	60 00				3275 96 60 00
1009	11/21	John Sheely & Craft	30 00				3215 96 30 00
1010	11/21	Mr. & Mrs. David Lee & 2 Kids	40 00				3185 96 40 00
1011	11/21	Mr. & Mrs. Jeff Craft & 2 Kids	40 00				3145 96 40 00
1012	11/21	Mr. & Mrs. Robert Gmeek & 2 Kids	70 00				3105 96 70 00
1013	11/21	Gerald Merritt & daughter	20 00				26 00 3015 96

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ T	FEES (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1014	11/21	Mr & Mrs Tom Gmerick	\$30.00		\$		\$3015.96
							20.00
							2995.96
1015	11/21	Mr & Mrs. Robert Gmerick & 2 Kids	40.00				40.00
							2955.96
1016	11/21	Mr & Mrs. Tim Still & daughter	30.00				30.00
							2925.96
1017	11/21	Mr & Mrs. Don Starkey & 4 Kids	60.00				60.00
							2865.96
1018	11/21	Mr & Mrs. Paul Caramella & 3 Kids	50.88				50.00
							2815.96
1019	11/21	Mr & Mrs. Bill Heiney & 3 Kids	80.00				80.00
							2735.96
1020	11/21	Mr & Mrs. Robert Reijerse 3 Kids	80.00				80.00
							2655.96
1021	11/21	MR. & MRS. John Hamlin 3 Kids	80.00				80.00
							2575.96
1022	11/30	Ronald Archer	671.74				671.74
							1904.22
1023	11/30	AMERIGAS	88.20				88.20
							1816.02
	11/30	Deposit			600.00		600.00
							2416.02
1024	11/30	Phone	15.42				15.42
							2400.60
1025	11/30	MADERA Ambulance Card	25.00				25.00
							2375.60

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

96/10/96

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ T	Fee (if any) (-)	DEPOSIT/CREDIT (+)	BALANCE
1026	12/18	Ralph Cardamone MD.	\$ 5.00		\$		\$2375.60
							2375.60
1027	12/12	Bloom Electric (pump)	712.83				712.83
							1657.77
	12/13	Deposit				1000.00	1000.00
							2657.77
1028	12/19	Dr. Dotsey	5.00				5.00
							2652.77
1029	12/19	PENELEC	44.16				44.16
							2608.61
	12/19	Checking Acct. Int.				4.38	4.38
							2612.99
1030	12/20	J.J. Powell	167.10				167.10
							2445.89
	1/4/97	Deposit				1000.00	1000.00
							3445.89
1031	1/11	CORNERSTONE Adminsystems, Inc	82.85				82.85
							3363.04
1032	1/11	PHONE	16.82				16.82
							3346.22
1033	1/11	Dr. Conrad Pete 50.45 ADV 16.15	66.60				66.60
							3279.62
1034	1/19	J.J. Powell	186.72				186.72
							3092.90
1035	1/19	PENELEC	49.20				49.20
							3043.70

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	V T	Fee (if any) (-)	DEPOSIT/CREDIT (+)	BALANCE
1036	1/22	96 DR. HARKINS TEETH RELINED	\$140 00	\$	\$		3043 70 140 00 2903 70
	1/19	CHECKING Acct. Int.			3 56		3 56 2907 26
1037	1/20	THE PRUDENTIAL	10 56				10 56 2896 70
1038	3/17	J.J. POWELL	201 70				201 70 2695 00
1039	2/17	PENELEC	51 76				51 76 2643 24
1040	2/28	PHONE	15 70				15 70 2627 54
	3/20	CHECKING Acct. Int.				3 34	3 34 2630 88
1041	3/4	J.J. POWELL	102 40				102 40 2528 48
1042	3/4	AMERICAS	95 32				95 32 2433 16
1043	3/4	PHONE	18 38				18 38 2414 78
1044	3/5	H&R BLOCK	40 00				40 00 2374 78
1045	3/15	INTERNAL REVENUE SERVICE (1985 TAX)	1106 00				1106 00 1268 78
	3/18	Deposit				1000 00	1000 00 2268 78

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	V T	FEES (FANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1054	5/15	Cuetara Memorial Center	\$356.00		\$	\$	\$4431.56
1055	5/15	J.J. Powell	175.07				356.00
1056	5/15	PENELEC	35.66				4075.56
	5/17	Checking Acct. - Int.				4.01	175.07
1057	6/3	American	64.21				3900.49
1058	6/3	PHONE	15.42				356.66
							3864.83
							4.01
							3868.84
1059	6/19	Hourly rate True Value (base)	38.61				64.21
	6/19	Checking Acct. Int.				4.44	38.61
1060	6/19	PENELEC	30.19				3750.60
1061	6/20	PHONE	15.64				4.44
1062	6/20	Audio-Video (TV Repair)	137.70				3724.85
	7-18	Checking Acct. Int.	3.71				15.64
1063	7/20	PENELEC	34.17				3709.21
							137.70
							3571.51
							3.71
							3575.22
							34.17
							3541.05

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ T	FEES (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1064	7/20	Prudential	\$ 10.56		\$		\$ 3541.05
1065	7/20	AMERIGAS	31.00				10.56
							3530.49
1066	7/26	LEZZER'S	579.82				31.06
							3499.49
1067	7/30	LEZZER'S	59.32				579.82
							2919.67
1068	8/1	WA/-177112	754.38				59.32
							2860.35
1069	8/8	PHONE	15.47				754.28
							2106.07
							15.47
							2090.60

1070	8/19	AMERIGAS	31.00				31.00
1071	8/19	GPU ENERGY (PENETR)	30.03				2059.60
							30.03
							2029.57
	8/19	Checking Acct. Int.			3.53		3.53
							2033.10
	9/3	Deposit			2000.00		2000.00
							4033.10
1072	9/3	MARG. MERRETT	200.00				200.00
							3833.10
1073	9/9	Deb. TAKBAY TAXES	281.89				281.89
							3551.21
1074	9/11	DIA - TV	181.50				181.50
							3369.71

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	FEES (IF ANY) T (-)	DEPOSIT/CREDIT (+)	BALANCE
1075	9/18	PHONE	\$ 17.22	\$	\$	\$ 3369.71
1076	9/18	PENELEC	30.35			17.32 3352.49
1077	9/18	AMERIGAS	31.00			30.35 3322.14
	9/19	Checking Acct. Int.			3.67	31.00 3291.14
1078	10/15	DIRECTV	5.25			3.67 3289.56
1079	10/15	GPU ENERGY	28.70			5.25 3260.81
1080	10/15	PHONE	15.47			3245.39
1081	10/15	AMERIGAS	31.00			31.00
1082	10/15	611 Radiology Assoc.	1.94			3214.39
	10/17	Checking Acct. Int.			3.26	1.94 3212.45
1083	10/21	Boyles Ins. Fire Ins.	70.00			3.26 3215.71
1084	11/07	DIRECTV	5.25			70.00 3145.71
1085	11/07	PHONE	15.80			5.25 3140.46
						15.80 3124.66

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	V T	FEES (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1086	11/12	J.J. Powell	\$ 161 83		\$	\$	\$ 3124 66
1087	11/16	LEZZER Lumber	147 28				147 28
1088	11/18	Lloyd's HARDWARE	73 08				73 08
1089	11/18	AMERI GAS	31 00				31 00
1090	11/18	GPA	33 07				33 07
1091	11/18	J.J. Powell	63 72				63 72
							2614 68
	11/18	Deposit				2000 00	2000 00
	11/20	Checking Acct. Int.				3 88	4614 68
1092	12/2	Mr. & Mrs. Robert GMEREK & Mike	50 00				50 00
1093	12/2	Marg, Chuck & Holley	45 00				45 00
1094	12/2	JACK, STELLA, Kim, John & Michael	65 00				4523 56
1095	12/2	Julia, Phil & THERESA	50 00				50 00
1096	12/2	SUE, Bob & 3 KIDS	70 00				4408 56
							70 00
							4338 56

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RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	V T	FEES (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1097	12/2	Phillip & Tammi	\$20.00		\$	\$	\$4338.56
1098	12/2	LOVEY, DAVID & 2 KIDS.	30.00				30.00 4318.56
1099	12/2	Cindy, Jeff, JASON & BRANDY	30.00				30.00 4258.56
1100	12/2	John, Sherry & Cliff	25.00				25.00 4233.56
1101	12/2	Jerry, wife & 2 kids	30.00				30.00 4203.56
1102	12/2	Robert, Marg & 3 kids	35.00				35.00 4168.56
1103	12/2	Chickie, Tim & 2 kids	30.00				30.00 4138.56
1104	12/2	Carol, Don & 4 kids	40.00				40.00 4098.56
1105	12/2	Tom Gmerek & wife	20.00				20.00 4078.56
1106	12/2	Michelle & 3 kids	25.00				25.00 4053.56
1107	12/2	Richard Gmerek & wife	20.00				20.00 4033.56
1108	12/17	GPCU	42.30				42.30 3991.26
1109	12/17	AMERICAS	31.00				31.00 3960.26

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

1997

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ T	FEES (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1110	12/17	AMERICAN Homepatient	\$ 14 80		\$		\$ 3960 26
1111	12/17	Phone	15 47				3945 46
1112	12/17	DIRECTV	5 25				3929 99
1113	12/17	J. J. POWELL	149 20				3775 54
1114	12/17	MADEA AMBULANCE Service	20 00				3755 54
	12/18	Checking Acct. Int.			4 45	4 45	3759 99
1115	1/3/97	Phone	15 86				3744 13
1116	1/3/97	MARRONI FLORAL	32 55				3711 58
		Deposit			200 00	200 00	3911 58
1117	1/3/97	J. J. POWELL	177 31				3734 27
1118	1/3/97	DIRECTV	5 25				3729 02
1119	1/21	The PENDENTIAL	10 56				3718 46
1120	1/21	AMERIGAS	31 00				3687 46

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1121	1/21	GPU	\$ 37 76	\$	\$	\$ 3687 46
1122	1/21	American Cancer Society	5 00			37 76
						3649 70
	1/21	Checking Acct. Int.			4 70	5 00
						3644 70
1123	2/4	DirectV	31 89			4 70
						3649 40
1124	2/4	Phone	15 47			31 89
						3617 51
1125	2/4	J.J. Powell	184 54			15 47
						3602 04
						184 54
						3417 51
	2/7	Checking Acct. Int.			3 71	3 71
						3421 21
1126		H+C Block	20 00			20 00
						3401 21
1127	3/1	Phone	16 73			16 73
						3284 48
1128	3/1	AMERI-GAS	31 01			31 00
						3353 48
1129	3/1	GPU	40 18			40 18
						3313 30
1130	3/1	J.J. Powell	168 39			168 39
						3144 91
1131	3/10	DirectV	31 89			31 89
						3113 02

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ (IF ANY) T	FEE (-)	DEPOSIT/CREDIT (+)	BALANCE	
							\$	\$
	3/19	Checking Acct. Int.				\$ 3.25	31	13.02
1132	3/22	GPA	36.82				36.82	32.25
1133	4/2	AmeriGas	31.00				30.99	45.45
1134	4/2	Phone	15.43				15.43	31.00
1135	4/2	J. J. Powell	160.92				160.92	47.45
1136	4/2	M. Kathleen Kitko, Tax Coll.	71.89				71.89	60.60
								290.71
1137		LEZER'S	51.16				51.16	284.95
1138	4/9	Centara Hiles	141.00				141.00	35.55
1139	4/14	Direct TV	5.25				5.25	27.08
1140	4/14	AmeriGas	31.00				31.00	30.30
	4/17	Checking Acct. Int.	2.45				2.45	27.75
1141	5/1	GPA	37.68				37.68	26.74
1142	5/1	Phone	15.80				15.80	26.37
								27.37

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	V T	FEES (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1143	5/11	Millville Mutual (House Inv.)	\$ 70.00		\$	\$	2621.37
1144	5/15	DIRECTV	5.29				2551.27
1145	5/18	AMERIGAS	31.00				2514.98
	5/19	Checking Acct. Int.			2.34		2514.98
1146	5/30	C-Pu	34.09				2483.23
1147	5/30	J.J. Powell	154.70				2328.53
1148	5/30	PHONE	15.17				2313.36
1149	6/3	DIRECTV	5.29				2308.07
	6/18	Checking Acct. Int.			2.03		2308.07
1150	7/1	C-Pu	30.57				2310.10
	7/1	PHONE	17.34				2279.53
1152	7/9	AMERIGAS	31.00				2248.21
1153	7/16	Prudential	10.56				2231.19
							2230.63

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ T	Fee (if any) (-)	DEPOSIT/CREDIT (+)	BALANCE
	7/8	Checking Acct. Int.	\$		\$	1 93	2220 63
1154	7/31	DIRECTV	10 58				2222 56
1155	7/31	C-PAC	34 01				2219 98
1156	7/31	PHONE	15 37				2177 97
1157	8/12	AMERIGAS	31 00				2146 00
1158	8/16	C-PAC	27 21				2131 60
							2104 39
	8/19	Deposit				500 00	500 00
1159	8/21	AMERIGAS (Hot water tank)	351 79				2604 39
							351 79
	8/19	Checking Acct. Int.				1 99	2252 60
	9/4	Deposit				500 00	500 00
1160	9/4	DIRECTV	37 08				2754 59
1161	9/4	PHONE	16 30				2717 51
1162	9/4	KATHLEEN KITKO (Tax Col.)	281 89				2701 21
							281 89
							2419 32

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ T	FEES (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
	9/18	Checking Acct. Int.	\$		\$	\$ 205	2419 32
1163	9/27	AmeriGas	31 00				205 2421 37
1164	9/27	PHONE	17 89				31 00 2390 37
1165	10/6	Cash	2000 00				17 89 2372 48
1166	10/15	CPU Energy Sept. & Oct.	64 77				2000 00 372 48
1167	10/15	AmeriGas	31 00				64 77 307 71
1168	10/15	Direct TV	37 08				31 00 37 08
	10/17	Checking Acct. Int.			1 28		2.39 63
1169	11/5	Millville Mutual Ins.	70 00				1 28 240 91
1170	11/5	Direct TV	37 08				70 00 170 91
1171	11/5	PHONE	16 81				37 08 133 83
	11/5	Deposit				700 00	16 81 147 02
1172	11/5	J.J. Powell	127 91				817 02 127 91
							689 11

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ T	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	\$	BALANCE
1173	11/6	WAL-MART	\$ 193.80		\$		\$	689.11
	11/20	Checking Acct. Int.				47		193.80
	12/3	Deposit				500.00		495.31
1174	12/4	Check, Marg & Halley	25.00					495.78
1175	12/4	JERRY & OTHER DAUGHTERS	10.00					25.00
1176	12/4	John, Sherly & Cliff	15.00					10.00
								970.78
								960.78
1177	12/4	LOVEY, DAVID & 2 KIDS	20.00					15.00
1178	12/4	SOPHIE, BOB & MIKE	25.00					945.78
1179	12/4	ROBERT, MARG. & 3 KIDS	25.00					25.00
1180	12/4	CHICKIE, TIM & 2 KIDS.	20.00					875.78
1181	12/4	CAROL, DON & 4 KIDS.	30.00					20.00
1182	12/4	MICHELLE & 3 KIDS	20.00					30.00
1183	12/4	RICHARD & KERRY	10.00					825.78
								20.00
								805.78
								10.00
								795.78

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (+/-)	✓ T	Fee (if any) (+/-)	DEPOSIT/CREDIT (+/-)	\$	BALANCE
1184	12/4	Tom, Sue + Baby	\$ 15.00		\$	\$	\$ 79.51	78
							\$ 15.00	
							\$ 78.00	
1185	12/4	STELLA, JACK, John, Kim, Mikey	\$ 35.00				\$ 35.00	
							\$ 74.50	
1186	12/4	Phil, Julia, Phillip, Tammy, + Theeo	\$ 35.00				\$ 35.00	
							\$ 71.00	
1187	12/4	Sue, Bob + 3 Kids	\$ 35.00				\$ 35.00	
							\$ 67.50	
1188	12/11	J.W. Powell	\$ 99.63				\$ 99.63	
							\$ 576.15	
1189	12/11	DIRETU	\$ 37.08				\$ 37.08	
							\$ 539.07	

PERSONAL SAVINGS ACCOUNT RECORD

SUGGESTIONS FOR USE OF THIS REGISTER ARE PRINTED ON INSIDE FRONT COVER

PLEASE BE SURE TO DEDUCT ANY PER CHECK CHARGES OR SERVICE CHARGES THAT MAY APPLY TO YOUR ACCOUNT.

REMEMBER TO RECORD AUTOMATIC PAYMENTS/DEPOSITS ON DATE AUTHORIZED.

1998

PLEASE BE SURE TO ~~DEDUCT~~ ANY PER CHECK CHARGES OR SERVICE CHARGES THAT MAY APPLY TO YOUR ACCOUNT.

NUMBER	DATE	CHECKS ISSUED TO OR DESCRIPTION OF DEPOSIT	(-) AMOUNT OF CHECK	/ T	(-) CHECK FEE (IF ANY)	(-) AMOUNT OF DEPOSIT	BALANCE
1194	12/31	TO/FOR GPU	41 50				436 89
1195	12/30	TO/FOR AMERIGAS	31 00				41 50
1196	12/30	TO/FOR Phone	17 63				395 49
1197	12/30	TO/FOR J.J. POWELL	124 25				31 00
	1/3/98	TO/FOR Deposit				300 00	364 49
1198	1/31	TO/FOR Direct U	37 08				17 63
							346 86
							124 25
							12 22 61
							300 00
							522 61
							37 08
							485 53
1199	1/31	TO/FOR AMERIGAS	31 00				31 00
1200	2/1	TO/FOR GPU	44 16				454 53
	2/1	TO/FOR Checking Acct. Int.				.50	44 16
1201	2/15	TO/FOR Direct U	69 58				410 37
1202	2/15	TO/FOR AMERIGAS	31 00				00 50
1203	2/15	TO/FOR GPU ENERGY	40 03				410 87
1204	2/15	TO/FOR Phone	16 81				69 58
							341 29
							31 00
							310 29
							40 03
							270 26
							16 81
							253 45

REMEMBER TO RECORD AUTOMATIC PAYMENTS/DEPOSITS ON DATE AUTHORIZED.

PLEASE BE SURE TO DEDUCT ANY PER CHECK CHARGES OR SERVICE CHARGES THAT MAY APPLY TO YOUR ACCOUNT

NUMBER	DATE	CHECKS ISSUED TO OR DESCRIPTION OF DEPOSIT	(-) AMOUNT OF CHECK	/ T	(-) CHECK FEE (IF ANY)	(-) AMOUNT OF DEPOSIT	BALANCE
1205	2/15	TO/FOR J.J. POWELL	120.04				253.45
							120.04
							133.41
							7.39
							133.80
							400.00
							533.80
1206	3/9	TO/FOR MADERA AMBULANCE SERVICE	20.00				20.00
							513.80
1207	3/9	TO/FOR J.J. POWELL	121.34				121.34
							392.46
1208	3/9	TO/FOR PHONE	17.85				17.85
							374.61
1209	3/9	TO/FOR DIRECTV	38.86				388.6
							335.75
							33
							336.08
1210	3/25	TO/FOR MERRON'S FLORAL	43.15				43.15
							292.93
1211	3/25	TO/FOR AMERIGAS	31.00				31.00
							261.93
1212	3/25	TO/FOR GPU	39.48				39.48
							221.45
							500.00
							721.45
1213	4/1	TO/FOR Deposit				500.00	17.04
							704.41

REMEMBER TO RECORD AUTOMATIC PAYMENTS/DEPOSITS ON DATE AUTHORIZED.

PLEASE BE SURE TO DEDUCT ANY PER CHECK CHARGES OR SERVICE CHARGES THAT MAY APPLY TO YOUR ACCOUNT

NUMBER	DATE	CHECKS ISSUED TO OR DESCRIPTION OF DEPOSIT	(-) AMOUNT OF CHECK	✓ CHECK FEE (IF ANY)	(-) AMOUNT OF DEPOSIT	7046 41
1214	4/16	TO/FOR AMERIGAS	31 00			31 00
1215	4/16	TO/FOR GPU	36 43			1673 41
	4/17	TO/FOR Checking Acct. Int.	167			36 43
1216	4/25	TO/FOR M. Kathleen Kitka TAX	89 14			1636 98
1217	5/5	TO/FOR M. MURKIE Mutual Ins. Co.	70 00			67
1218	4/25	TO/FOR PHONE	19 60			1376 55
1219	5/5	TO/FOR DIRECTV	81 95			89 14
1220	5/5	TO/FOR J.J. Powell	132 61			548 57
	5/11	TO/FOR Deposit			500 00	70 00
	5/9	TO/FOR Checking Acct. Int.			500 00	478 51
1221	5/26	TO/FOR Amerigas	31 00			19 60
1222	5/26	TO/FOR GPU	48 60			458 91
1223	6/3	TO/FOR DIRECTV	3886			87 95
						376 96
						132 61
						244 35
						500 00
						744 85
						46
						1744 81
						31 00
						713 81
						48 60
						605 21
						38 86
						626 35

REMEMBER TO RECORD AUTOMATIC PAYMENTS/DEPOSITS ON DATE AUTHORIZED.

PLEASE BE SURE TO DEDUCT ANY PER CHECK CHARGES OR SERVICE CHARGES THAT MAY APPLY TO YOUR ACCOUNT

NUMBER	DATE	CHECKS ISSUED TO OR DESCRIPTION OF DEPOSIT	(-) AMOUNT OF CHECK	✓ T (-) CHECK FEE (IF ANY)	(+) AMOUNT OF DEPOSIT	BALANCE
1224	6/3	TO/FOR Phone	16 81			62635
	6/17	TO/FOR Checking Acct. Int.	56			16 81
1225	7/8	TO/FOR DIRECTV	38 86			60954
1226	7/8	TO/FOR GPU	26 90			57124
1227	7/8	TO/FOR PHONE	18 79			3690
1228	7/11	TO/FOR AMERIGAS	31 08			54434
						1879
						52555
						31 00
						49435
	7/1	TO/FOR Checking Acct. Int.			53	53
1229	7/29	TO/FOR Phone	19 35			49508
1230	7/29	TO/FOR GPU	22 91			1935
1231	7/29	TO/FOR CLEARFIELD EMERGENCY	6 14			47573
1232	8/3	TO/FOR DIRECTV	38 82			22 91
1233	8/1	TO/FOR AMERIGAS	31 00			43282
	8/19	TO/FOR Checking Acct. Int.			47	6 14
						44668
						38 82
						40786
						31 00
						37686
						47
						37733

REMEMBER TO RECORD AUTOMATIC PAYMENTS/DEPOSITS ON DATE AUTHORIZED.

PLEASE BE SURE TO DEDUCT ANY PER CHECK CHARGES OR SERVICE CHARGES THAT MAY APPLY TO YOUR ACCOUNT

NUMBER	DATE	CHECKS ISSUED TO OR DESCRIPTION OF DEPOSIT	(-) AMOUNT OF CHECK	✓ T	(-) CHECK FEE (IF ANY)	(-) AMOUNT OF DEPOSIT	
1234	9/8	TO/FOR GPU	21 04				277 33
1235	9/8	TO/FOR Phone	18 72				21 04 1356 29 18 72 1337 57
1236	9/8	TO/FOR DIRECTV	38 82				38 82 298 75 20 31 278 44
1237	9/8	TO/FOR AMERICAN Homepatient	20 31				300 00 578 44 43 578 87
	9/8	TO/FOR Deposit				300 00	
	9/8	TO/FOR Checking Acct. Int'l				43	43
1238	9/26	TO/FOR AmeriGas	31 00				31 00 547 87
1239	9/26	TO/FOR Kathleen Kitko (TAXES)	281 89				281 89 265 98
1240	9/26	TO/FOR GPU	22 52				22 52 243 43 38 82
1241	10/1	TO/FOR DIRECTV	38 82				204 61
1242	10/1	TO/FOR AMERI GAS	31 00				31 00 173 61
1243	10/1	TO/FOR Phone	21 16				21 16 152 45
		TO/FOR Deposit				400 00	400 00 552 45

REMEMBER TO RECORD AUTOMATIC PAYMENTS/DEPOSITS ON DATE AUTHORIZED.

PLEASE BE SURE TO DEDUCT ANY PER CHECK CHARGES OR SERVICE CHARGES THAT MAY APPLY TO YOUR ACCOUNT

NUMBER	DATE	CHECKS ISSUED TO OR DESCRIPTION OF DEPOSIT	(-) AMOUNT OF CHECK	/ T	(-) CHECK FEE (IF ANY)	(+) AMOUNT OF DEPOSIT	BALANCE
							552 45
1249	10/19	TO/FOR Checking Acct. Int.				41	41
1244	11/10	TO/FOR Phone	19 16				^B 552 86
1245	11/10	TO/FOR GPU	23 85				19 16
1246	11/10	TO/FOR DIRECTV	38 82				^B 533 70
1247	11/10	TO/FOR AMERIGAS	31 00				23 85
1248	11/10	TO/FOR Millville Mutual Ins. Co.	70 00				^B 509 85
							38 82
1249	11/14	TO/FOR J. S. Powell	98 43				47 03
	11/19	TO/FOR Checking Acct. Int.				50	31 00
1250	12/9	TO/FOR DIRECTV	38 82				^B 272 70
1251	12/9	TO/FOR GPU	36 35				38 82
1252	12/9	TO/FOR Phone	16 78				^B 233 35
1253	12/9	TO/FOR Amerigas	31 00				16 78
	12/10	TO/FOR Deposit				200 00	^B 180 15
							31 00
							^B 149 15
							200 00
							349 15

REMEMBER TO RECORD AUTOMATIC PAYMENTS/DEPOSITS ON DATE AUTHORIZED.

(1999)

LEASE BE SURE TO DEDUCT ANY PER CHECK CHARGES OR SERVICE CHARGES THAT MAY APPLY TO YOUR ACCOUNT

NUMBER	DATE	CHECKS ISSUED TO OR DESCRIPTION OF DEPOSIT	(-) AMOUNT OF CHECK	✓ T	(-) CHECK FEE (IF ANY)	(+) AMOUNT OF DEPOSIT	BALANCE
							349 15
1251	12/17	Checking Acct. Int.				.30	30
1254	12/28	TO/FOR GPU	34 17				34 17
1255	12/28	TO/FOR J.J. Powell	101 46				101 46
1256	12/28	TO/FOR PHONE	38 67				38 67
	12/28	TO/FOR Deposit				160 00	160 00
1257	1/1/99	TO/FOR AMERIGAS	31 00				31 00
							294 15
1258	1/1/99	TO/FOR DIRECTV	38 82				38 82
	1/2/1	TO/FOR Checking Acct. Int.				.39	39
1259	1/2/99	TO/FOR GPU	9 87				9 87
1260	1/2/99	TO/FOR PHONE	27 67				27 67
1261	1/2/99	TO/FOR J.J. Powell	87 77				87 77
	2/3	TO/FOR Deposit				400 00	400 00
1262	2/12	TO/FOR DIRECTV	38 82				38 82
							491 59

REMEMBER TO RECORD AUTOMATIC PAYMENTS/DEPOSITS ON DATE AUTHORIZED.

PLEASE BE SURE TO DEDUCT ANY PER CHECK CHARGES OR SERVICE CHARGES THAT MAY APPLY TO YOUR ACCOUNT

NUMBER	DATE	CHECKS ISSUED TO OR DESCRIPTION OF DEPOSIT	(-) AMOUNT OF CHECK	✓ T	(-) CHECK FEE (IF ANY)	(-) AMOUNT OF DEPOSIT	
		TO/FOR Checking Acct. Int.					172 25
						45	45
		TO/FOR Deposit				300 00	172 70
							300 00
							472 70
							265 32
							207 38
							21 15
							186 23
							37 63
							148 60
							20 00
							128 60

1315	2/17	TO/FOR Holley Merritt	10 00				10 00
							118 60
							23
							118 83
							40 71
							78 12
							17 46
							60 66
							2 77
							58 89
							300 00
							357 89
							16
							358 03

REMEMBER TO RECORD AUTOMATIC PAYMENTS/DEPOSITS ON DATE AUTHORIZED.

Arb- 2-20-04



FREDERICK M. NEISWENDER
ATTORNEY AND COUNSELLOR AT LAW

February 12, 2004

David S. Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, Pennsylvania 16830

Re: Anna Moskel et al. vs. Janet K. Moskel et al., No. 02-1674-C.D.

Dear Dave:

Enclosed please find the Pre-trial Statement submitted on behalf of the Defendants in the above captioned matter.

This matter is scheduled for Arbitration on February 20, 2004. Should you have questions, do not hesitate to contact me.

Very truly yours,

Frederick M. Neiswender
Frederick M. Neiswender
Attorney at Law

RECEIVED

FEB 13 2004

Enclosure

COURT ADMINISTRATOR'S
OFFICE

cc: J. Richard Mattern, II, Esquire
Peter F. Smith, Esquire
Kimberly M. Kubista, Esquire
Girard Kasubick, Esquire
Peter and Janet Moskel

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

ANNA MOSKEL, individually;
and by her Attorney-in-Fact,
STELLA HAMM,

Plaintiffs,

vs.

No. 02 - 1674 - C.D.

JANET K. MOSKEL and PETER M.
MOSKEL, her husband,

Defendants.

Type of case: Civil (Equity)

Type of pleading: Pre-Trial Statement

Filed on behalf of: Defendants,
JANET K. MOSKEL and
PETER M. MOSKEL

Counsel for Defendants:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830
(814) 765-6500

RECEIVED

FEB 13 2004

COURT ADMINISTRATOR'S
OFFICE

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

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, :
STELLA HAMM, :
Plaintiffs, :
vs. : No. 02 - 1674 - C.D.
: :
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants. :
:

PRE-TRIAL STATEMENT

A. STATEMENT OF THE CASE

Plaintiff, Anna Moskel [hereinafter "Plaintiff Moskel"], is the Mother of Plaintiff, Stella Hamm [hereinafter "Plaintiff Hamm"] and Defendant, Peter M. Moskel. She is the Mother-in-law of Defendant, Janet K. Moskel. Sometime in 1991, Plaintiff Moskel and her husband, also named Peter Moskel, now deceased, placed Janet Moskel's name on their joint checking account (County National Bank Acct. No.002022523). Three years later, on December 15, 1994, Plaintiff Moskel signed a Durable Power of Attorney in favor of Janet K. Moskel as her attorney-in-fact. For the next seven years Janet Moskel acted as Plaintiff Moskel's attorney-in-fact. During that time, Janet Moskel paid bills on behalf of Plaintiff Moskel and wrote other checks at the direction of Plaintiff Moskel. Although Janet Moskel was responsible for writing checks, Plaintiff Moskel maintained control of all receipts and account statements. Additionally, Janet Moskel would regularly, at the request of Plaintiff Moskel, take her to the bank to withdraw funds, which she kept in her safe as spending money. At no time prior to the filing of this action

did Plaintiff Moskel complain about the manner in which Janet Moskel acted as her attorney-in-fact.

On February 21, 2002, Plaintiff Moskel signed a new power of attorney in favor of Plaintiff Hamm as her attorney-in-fact. On February 25, 2002, at the behest of Plaintiff Hamm, Plaintiff Moskel revoked the power of attorney in favor of Janet Moskel. Plaintiff Hamm then had a Constable serve Defendants with a letter, prepared by counsel, informing them of these facts and requesting an accounting of Janet Moskel's management of Plaintiff Moskel's affairs from 1994 to the present. Plaintiff Hamm then moved Plaintiff Moskel from the home of the Defendants to New York, where she currently resides with Sophia Gmerek, her daughter. Upon moving from the Defendants' home, Plaintiff Moskel removed her personal belongings, which included all account statements and receipts.

On October 25, 2002, Plaintiffs filed a Complaint in Equity demanding keys to Plaintiff Moskel's house and an accounting as mentioned above. On November 5, 2002, Defendants delivered a key to the home to Plaintiffs' counsel. On December 26, 2002, Defendants provided Plaintiffs with an accounting attached as an exhibit to their Answer, New Matter and Counterclaim. Furniture and personal belongings were not addressed in the Answer because these issues were not set forth in Plaintiffs' Complaint.

Defendants maintain that they had acted in the best interests of Plaintiff Moskel at all times during the course of Janet Moskel's service as her attorney-in-fact. In their Counterclaim, Defendants request an award of counsel fees as the conduct of the Plaintiffs in commencing this action was arbitrary, vexatious and in bad faith.

B. CITATION TO APPLICABLE CASE LAW OR STATUTES

1. 20 Pa. C.S.A. § 5601.
2. Clearfield County Local Court Rule 1301.

C. LIST OF WITNESSES

1. Peter M. Moskel
2. Janet K. Moskel
3. Defendant reserves the right to call additional witnesses with notice to counsel for Plaintiff.

D. EXHIBITS

1. Copy of Accounting filed on December 26, 2002. *See attached* Exhibit "A".
2. Defendant reserves the right to offer additional exhibits with notice to counsel for Plaintiff.

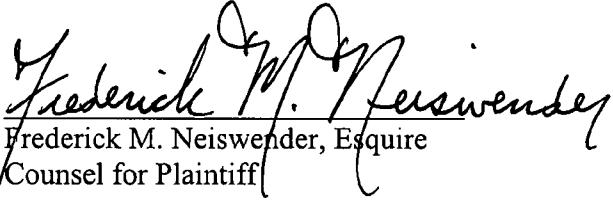
E. DAMAGES

Defendant seeks damages of Two Thousand Dollars (\$2,000.00) plus costs and interest for legal fees expended in the defense of this matter.

F. EVIDENTIARY PROBLEMS

No evidentiary problems are anticipated.

Respectfully submitted,


Frederick M. Neiswender, Esquire
Counsel for Plaintiff

ACCOUNTING OF CHECKS IN QUESTION FROM 1995 – 2002
ANNA MOSKEL, PRINCIPAL - JANET K. MOSKEL, AGENT

<u>CHECK #</u>	<u>PAYEE</u>	<u>AMOUNT</u>	<u>EXPLANATION</u>
987	Claster's	\$207.31	New front door for A. Moskel's house.
998	BiLo	21.46	Groceries for A. Moskel.
1001	Janet Moskel	100.00	Uncertain.
1002	Janet Moskel	100.00	Uncertain.
1005	Lowe's	377.71	Refrigerator for A. Moskel.
1023	AmeriGas	88.20	Gas for hot water and stove at A. Moskel's house.
1027	Bloom Electric	712.83	New deep well pump for A. Moskel's house.
1042	AmeriGas	95.32	Gas for hot water and stove at A. Moskel's house.
1045	I.R.S.	1106.00	Peter and Anna Moskel's Federal Income Tax 1995.
1057	AmeriGas	64.21	Gas for hot water and stove at A. Moskel's house.
1059	True Value	38.61	New garden hose for A. Moskel's house.
1065	AmeriGas	31.00	Gas for hot water and stove at A. Moskel's house.
1066	Lezzer's	579.82	Roofing for shanty at A. Moskel's house.
1067	Lezzer's	59.32	Roof caps for shanty at A. Moskel's house.
1068	Wal Mart	754.28	RCA Satellite Dish for A. Moskel (she possesses).
1070, 1077, 1081, 1089, 1109, 1120, 1128, 1133, 1140, 1145, 1152, 1157, 1163, 1167, 1192, 1195, 1199, 1202, 1211, 1214, 1221, 1228, 1233, 1238, 1242, 1247, 1253, 1257.			
	AmeriGas	31.00 (ea.)	Gas for hot water and stove at A. Moskel's house.
1087	Lezzer's	147.28	Wood siding for shanty at A. Moskel's house.
1088	Lloyd's	73.08	Screws, nails and paint for shanty.

1117	J.J. Powell	177.31	Fuel oil for A. Moskel's house.
1125	J.J. Powell	184.54	Fuel oil for A. Moskel's house.
1130	J.J. Powell	168.39	Fuel oil for A. Moskel's house.
1135	J.J. Powell	160.42	Fuel oil for A. Moskel's house.
1137	Lezzer's	51.16	Building supplies for shanty at A. Moskel's house.
1147	J.J. Powell	154.70	Fuel oil for A. Moskel's house.
1159	AmeriGas	351.79	New hot water tank for A. Moskel's house.
1165	Cash	2000.00	Cash to A. Moskel to reduce balance in checking.
1172	J.J. Powell	127.91	Fuel oil for A. Moskel's house.
1173	Wal Mart	193.80	Television for A. Moskel (she possesses).
1188	J.J. Powell	99.63	Fuel oil for A. Moskel's house.
1197	J.J. Powell	124.25	Fuel oil for A. Moskel's house.
1205	J.J. Powell	120.04	Fuel oil for A. Moskel's house.
1207	J.J. Powell	121.34	Fuel oil for A. Moskel's house.
1220	J.J. Powell	132.61	Fuel oil for A. Moskel's house.
1311	J.J. Powell	265.32	Fuel oil for A. Moskel's house.



**OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

December 16, 2003

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

Frederick M. Neiswender, Esquire
Attorney at Law
501 East Market Street, Suite 3
Clearfield, PA 16830

RE: ANNA MOSKEL, al
vs.
JANET K. MOSKEL, al
No. 02-1674-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Friday, February 20, 2004 at 9:00 A.M.** The following have been appointed to the Board of Arbitrators:

J. Richard Mattern, II, Esquire
Peter F. Smith, Esquire
Kimberly M. Kubista, Esquire
David J. Hopkins, Esquire
Brian K. Marshall, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list

Very truly yours,
Marcy Kelley
Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

December 29, 2003

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

Frederick M. Neiswender, Esquire
Attorney at Law
501 East Market Street, Suite 3
Clearfield, PA 16830

RE: ANNA MOSKEL, al
vs.
JANET K. MOSKEL, al
No. 02-1674-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Friday, February 20, 2004 at 9:00 A.M.** The following have been appointed as Arbitrators:

J. Richard Mattern, II, Esquire, Chairman
Peter F. Smith, Esquire
Kimberly M. Kubista, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,
The signature of Marcy Kelley, written in cursive ink.
Marcy Kelley
Deputy Court Administrator

cc: J. Richard Mattern, II, Esquire
Peter F. Smith, Esquire
Kimberly M. Kubista, Esquire

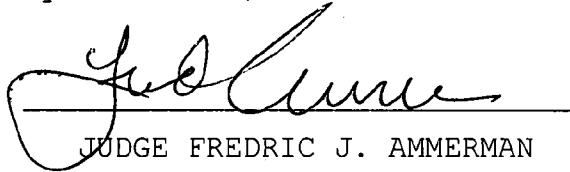
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANNA MOSKEL, individually *
and by her Attorney-In Fact, *
STELLA HAMM, *
Plaintiffs *
*
vs. * NO. 2002-1674-C.D.
*
JANET K. MOSKEL and PETER *
M. MOSKEL, her husband, *
Defendants *

O R D E R

NOW, this 20th day of February, 2004, counsel for both parties having advised the Court that the Arbitration scheduled for today is no longer necessary pending Stipulation, it is the ORDER of this Court that Arbitration scheduled for February 20, 2004 in the above captioned action be and is hereby cancelled. The parties shall have no more than twenty (20) days from the date of this Order to submit the appropriate Stipulation to the Court.

By the Court,



JUDGE FREDRIC J. AMMERMAN

FILED

FEB 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED 2cc Atty Kasebick
FEB 24 2004 2cc Atty Meissner
William A. Shaw
Prothonotary/Clerk of Courts

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

ANNA MOSKEL, individually;
and by her Attorney-in-Fact,
STELLA HAMM,

Plaintiff

vs.

JANET K. MOSKEL and PETER M.
MOSKEL, her husband,

Defendants

: No.: 2002-1674-CD
: Type of Case: Equity
: Type of Pleading:
: Stipulation
: Filed on behalf of:
: Plaintiff
: Counsel of Record for
: These Parties:
: For Plaintiff:
: Girard Kasubick, Esq.
: Supreme Court #30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840
: For Defendants:
: Frederick M.
: Neiswender, Esq.
: Supreme Court #74456
: 501 E. Market Street
: Suite 3
: Clearfield, PA 16830
: (814) 765-6500

FILED

MAR 11 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

ANNA MOSKEL, individually; :
and by her Attorney-in-Fact, : No.: 2002-
STELLA HAMM, :
Plaintiff : EQUITY
vs. :
: :
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants :
:

STIPULATION

AND NOW, comes, Girard Kasubick, Esquire, Attorney for Plaintiff, Anna Moskel, individually, and by her Attorney-in-Fact, Stella Hamm; and Frederick M. Neiswender, Esquire, Attorney for Defendants, Janet K. Moskel and Peter M. Moskel, agreeing to the following Stipulation for settlement of the above-captioned matter which was scheduled for Arbitration on February 20, 2004, as follows:

1. The Parties agree that Defendants shall owe the Plaintiff no money under the Complaint.
2. The Parties agree that Plaintiff shall owe the Defendants no money under the Counterclaim.
3. Within thirty (30) days from February 19, 2004, the Defendants shall return the following furniture items to the residence in Madera, Pennsylvania in which Anna Moskel has a life estate interest:

a. The upstairs bedroom vanity with mirror and chair which the Defendants possess.

b. Anna's bed and bedroom dressers which Defendant's son possesses.

4. The above personal property items shall be the property of the Plaintiff, Anna Moskel.

5. Upon return of the personal property items, Plaintiffs shall file the Praeclipe to Settle and Discontinue this case.

Frederick M. Neiswender

Frederick M. Neiswender, Esq.
Attorney for Janet K. Moskel
and Peter M. Moskel

Girard Kasubick

Girard Kasubick, Esq.,
Attorney for Anna Moskel,
Individually and by her
Attorney-in-Fact,
Stella Hamm

FILED

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MAR 11 2004

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Amy Neiswender

William A. Shaw
Prothonotary/Clerk of Courts

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

ANNA MOSKEL, individually; : No.: 2002-1674-CD
and by her Attorney-in-Fact, : Type of Case: Equity
STELLA HAMM, : Type of Pleading:
Plaintiff : Praeclipe to Discontinue
vs. : and Certificate of
: Service
: Filed on behalf of:
: Plaintiff
: Counsel of Record for
JANET K. MOSKEL and PETER M. : These Parties:
MOSKEL, her husband, : For Plaintiff:
Defendants : Girard Kasubick, Esq.
: Supreme Court #30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840
: For Defendants:
: Frederick M.
: Neiswender, Esq.
: Supreme Court #74456
: 211 1/2 North Second
: Street
: Clearfield, PA 16830
: (814) 765-6500

FILED

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11:15 AM
S
William A. Shaw
Prothonotary/Clerk of Courts
w/ C/

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

ANNA MOSKEL, individually :
and by her Attorney-in-Fact, : No.: 2002-1674-CD
STELLA HAMM, :
Plaintiff : EQUITY
vs. :
: :
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants :
:

PRAECIPE TO DISCONTINUE

TO: William A. Shaw, Prothonotary:

Please mark the above-referenced case Settled,
Discontinued, and Ended.

Dated: 07/02/2007



Girard Kasubick, Esq.,
Attorney for Plaintiff

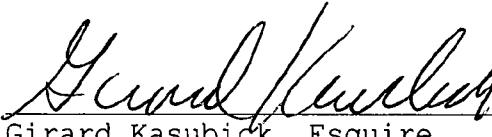
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

ANNA MOSKEL, individually :
and by her Attorney-in-Fact, : No.: 2002-1674-CD
STELLA HAMM, :
Plaintiff : EQUITY
vs. :
: :
JANET K. MOSKEL and PETER M. :
MOSKEL, her husband, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that I, Girard Kasubick, Esq., served a copy of the Praeclipe to Discontinue by regular United States mail, postage pre-paid, mailed on June 29, 2007 upon the attorney for the Defendants, Janet K. Moskel and Peter M. Moskel, her husband, at the following address:

Frederick M. Neiswender, Esq.
211 1/2 North Second Street
Clearfield, PA 16830



Girard Kasubick, Esquire,
Attorney for Plaintiff

PROSECUTOR/Clerk of Courts
William A. Shaw

JUL 02 2007

FILED