

02-1674-CD
ANNA MOSKEL, etal vs. JANET K. MOSKEL, etal.

Date: 02/19/2004

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 02:44 PM

ROA Report

Page 1 of 1

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: Praecipe/List For Arbitration Paid by: Kasubick, Girard (attorney for Moskel, Anna) Receipt number: 1869472 Dated: 11/24/2003 Amount: \$20.00 (Check)	John K. Reilly Jr. ✓
	Certificate of Readiness and Praecipe 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-CD
and by her Attorney-in-Fact,	:	Type of Case: Equity
STELLA HAMM,	:	Type of Pleading:
Plaintiff	:	Complaint
	:	Filed on behalf of:
vs.	:	Plaintiff
	:	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

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.

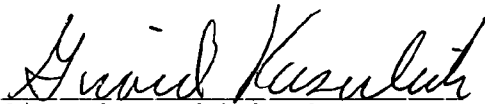
16. Plaintiffs demand for a proper accounting and explanation of the expenditures listed in Paragraph 13 and 14 or judgment in favor of Plaintiffs for \$9,857.64.

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'.

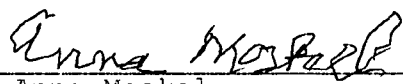
WHEREFORE, Plaintiffs request Your Honorable Court to enter judgment for \$9,857.64 plus interest, attorney fees, and court costs; and for rents in favor of Plaintiff and against the Defendants and for order that Defendants

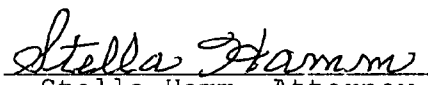
provide a key to Plaintiffs during the natural life of Anna Moskel; and for other improprieties by the attorney-in-fact and remainder owners of the real estate.


Girard Kasubick, 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


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;

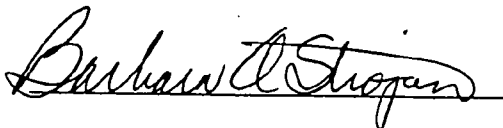
(n) to ask for, collect and receive any rents, profits, issues or income, of any and all of such lands, buildings, tenements, or other structures, or of any part, or parts, thereof;

(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. STOJAN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 2/1/2006


ANNA MOSKEL

DISABILITY

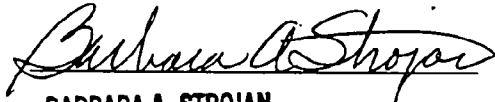
DEFINITION OF DISABILITY. (N.J.S.A. 46:2b-8b) A principal shall be under a disability if the principal is unable to manage his or her property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication,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

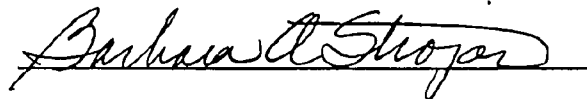
Witness:

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

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, report, after or manage my tangible personal property or any interest 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.

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 Severson
Richard L. Theby

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

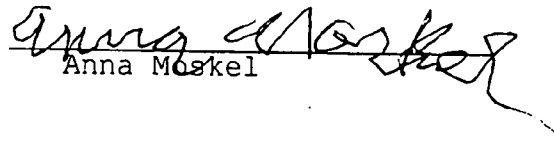
Notarial Seal
Ronald E. Archer, Notary Public
Houtzdale Boro, Clearfield County
My Commission Expires March 23, 1997

-5-

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.



N.P.

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

FILED

13cc

Atty Kasubick

01/11:25 2011

Atty rd.

80.00

William A. Shaw
Prothonotary

2cc 5kff

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

ANNA MOSKEL, individually;	:	No.: 2002-1674-CJ
and by her Attorney-in-Fact,	:	Type of Case: Equity
STELLA HAMM,	:	Type of Pleading:
Plaintiff	:	Motion for Special
	:	Relief
vs.	:	Filed on behalf of:
	:	Plaintiff
JANET K. MOSKEL and PETER M.	:	Counsel of Record for
MOSKEL, her husband,	:	This Party:
Defendants	:	Girard Kasubick, Esq.
	:	Supreme Court #30109
	:	LEHMAN & KASUBICK
	:	611 Brishbin 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.

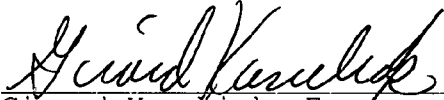
8. Peter M. Moskel and Janet K. Moskel have all keys to the dwelling house in which Anna Moskel has a life estate, which they obtained as the remainder owner and when Janet K. Moskel was acting as attorney-in-fact for Anna Moskel.

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.

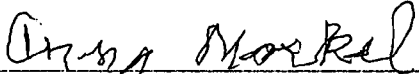
WHEREFORE, Plaintiffs request Your Honorable Court to issue a Rule Returnable to show cause why Defendants

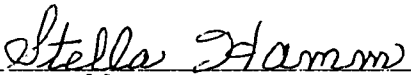
should not provide a key to the dwelling house in which Anna Moskel has a life estate interest.


Girard Kasubick, 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


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 —

Dollars,

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 Batz 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 PAGE 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 1908", 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:

Ronald B. Ochs
to be

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

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 GIVER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 253, approved September 10, 1905, as amended.)

FILED

ICC Atty

01/11/28 ~~28~~ 2 cc Shg

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,
STELLA HAMM,
Plaintiff

:
:
No.: 2002-1674-CD
:
:

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.

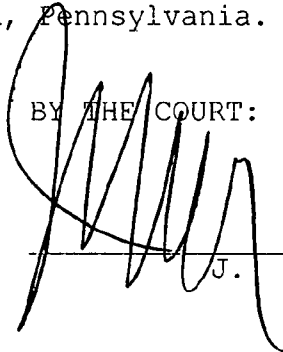
This Rule is returnable for hearing and/or argument
on the 12 day of December, 2002, at 10:00
o'clock A.m. in Courtroom No. 1 of the Clearfield
County Courthouse, Clearfield, Pennsylvania.

FILED

OCT 28 2002

William A. Shaw
Prothonotary

BY THE COURT:


J.

FILED

2 cc of Motion to Shift

019:41 ~~at~~
OCT 28 2002

2 cc orders w/out Motion to Adv

William A. Shaw
Prothonotary

EN
KES

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
	:	Filed on behalf of:
vs.	:	Plaintiff
	:	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

NOV 13 2002

William A. Shaw
Prothonotary

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

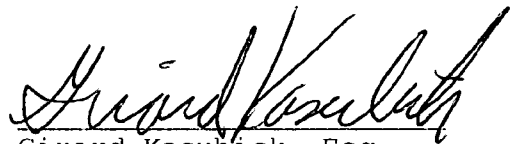
ANNA MOSKEL, individually;	:	
and by her Attorney-in-Fact,	:	No.: 2002-1674-CD
STELLA HAMM,	:	
Plaintiff	:	EQUITY
	:	
vs.	:	
	:	
JANET K. MOSKEL and PETER M.	:	
MOSKEL, her husband,	:	
Defendants	:	

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

Copy to CA

2/1:10-84
NOV 13 2002

ND
cc

CS
CS

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.

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

No. 02 - 1674 - C.D.

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.

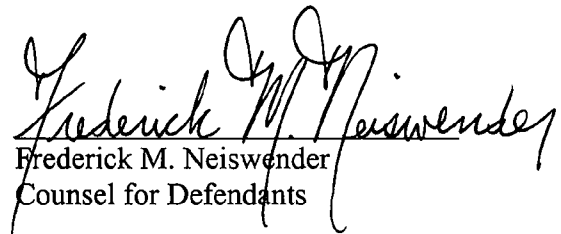
COUNTERCLAIM

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.

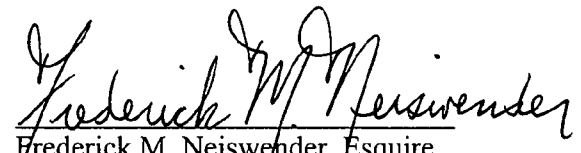
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

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

01/21/05
DEC 26 2002

3 CC
By Neiswender
C
GTP

William A. Shaw
Prisoner

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

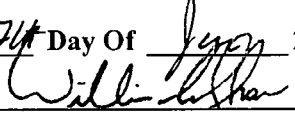
NOW NOVEMBER 4, 2002 AT 12:57 PM EST SERVED THE WITHIN COMPLAINT
IN EQUITY, MOTION FOR SPECIAL RELIEF & ORDER ON PETER M. MOSKEL,
DEFENDANT AT RESIDENCE, HC 1 BOX 150, MADERA, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO PETER M. MOSKEL A TRUE AND ATTESTED COPY
OF THE ORIGINAL COMPLAINT IN EQUITY, MOTION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

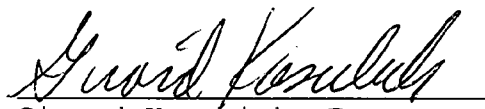
31. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

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 POA
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

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JAN 31 2003

William A. Shaw
Prothonotary

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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
	:	Readiness and
vs.	:	Praecipe for
	:	Arbitration
	:	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

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 (X) Arbitration

ESTIMATED TRIAL TIME:

1 day

PLAINTIFF(S): Anna Moskel, individually () Check Block
and by her Attorney-in-Fact if a Minor
Stella Hamm 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 Praecept 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
2/1-2003
NOV 24 2003
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 20.00
9/10/03

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.

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

No. 02 - 1674 - C.D.

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:

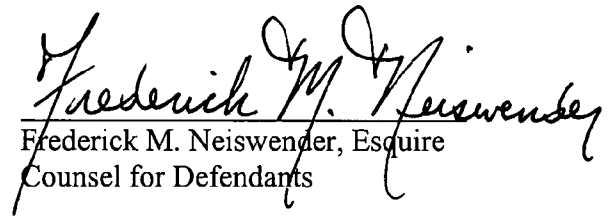
1. Plaintiff, ANNA MOSKEL, is an adult individual residing at 502 Hawley Street, Lockport, New York 14094.
2. Plaintiff, STELLA HAMM, is an adult individual residing at 133 South Madison Drive, South Plainfield, New Jersey 07080.
3. Defendants, JANET K. MOSKEL and PETER M. MOSKEL, are husband and wife 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.

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

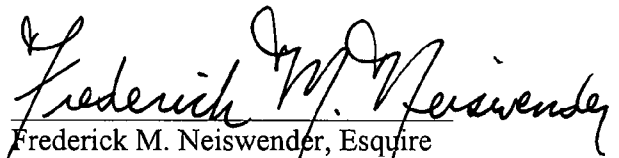
Defendants.

No. 02 - 1674 - C.D.

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

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Of 3:50 PM
FEB 05 2004

3cc (Kurs)

Atty Neiswender

William A. Shaw
Prothonotary/Clerk of Courts

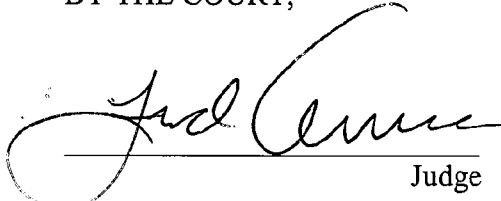
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

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

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[Signature]

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

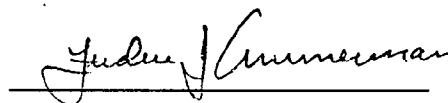
JANET K. MOSKEL, et al

:

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,

A handwritten signature in cursive script, appearing to read "Judge J. Ammerman", is written over a horizontal line.

President Judge

FILED

FEB 19 2004

William A. Shaw
Prothonotary

FILED

6 11/13 1878 sec atty Kaulbach
sec atty Neumann
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 18 2004

COURT ADMINISTRATOR'S
OFFICE

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

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

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FEB 12 2004

COURT ADMINISTRATORS
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,

A handwritten signature in cursive script, reading "Girard Kasubick".

Girard Kasubick
Attorney for Plaintiffs

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 Swanson
Richard L. Tashy

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

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

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

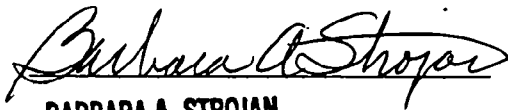
DEFINITION OF DISABILITY. (N.J.S.A. 46:2b-8b) A principal shall be under a disability if the principal is unable to manage his or her property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication,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

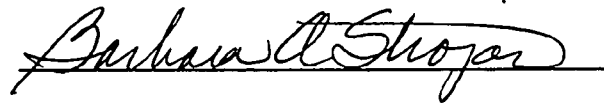
Witness:

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.

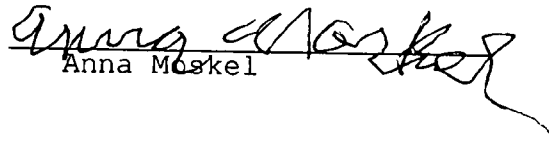


BARBARA A. STROJAN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 2/1/2006

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

§

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.



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

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 _____

Dollars,

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. _____

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

Witness:

Ronald B. Archer

Peter M. Moskel

Janet K. Moskel

Janet K. Moskel

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 ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 253, approved September 10, 1965, 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

<i>Ronald E. Gruher</i>	<i>Pete Moskel</i>	(SEAL)
	PETE MOSKEL	
	<i>anna moskel</i>	(SEAL)
	ANNA MOSKEL	
		(SEAL)
		(SEAL)
		(SEAL)
		(SEAL)

CERTIFICATE OF RESIDENCE

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

Ronald E. Gruher
N.T.S.

Attorney or Agent for Grantee

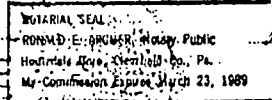
Commonwealth of Pennsylvania

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 persons 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. Gruher

State of } ss.
 County of

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

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

CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 11:40 AM 11-27-87
 BY Ronald E. Archer
 FEES 13.90
 Michael S. Little, Recorder

Commonwealth of Pennsylvania } ss.
 County of CLEARFIELD }

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 _____, 1987

Michael S. Little
 Recorder of Deeds

My Commission Expires
 First Monday in January, 1992

704

Deed

WARRANTY DEED
 The Philadelphia Co., Williamsport, 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 1987
 Tax \$
 Fees \$
 Recorder

RONALD E. ARCHER
 ATTORNEY AT LAW
 HOUTSDALE, PENNSYLVANIA

Entered in Record 2-2-88 11:40 AM Michael R. Lytle, Recorder

1994

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
						\$ 2389 11
984	5/15	MR. & MRS. Thomas GEMER	\$ 50 00			50 00
	5/17	Checking Acct. Int.			1 02	2339 11
985	5/26	PENELEC	31 26			1 02
986	5/26	Phone	16 84			2340 13
987	6/11	C/ASTER'S	207 31			31 26
	6/19	Checking Acct. Int.			3 20	2308 87
						16 84
						2292 03
						207 31
						2084 72
						3 20
						2087 92
988	7/10	PENELEC	32 16			32 16
989	7/10	Phone	16 07			2055 76
990	7/10	PAH Emergency Room	19 46			16 07
	7/10	Deposit			500 00	2039 69
	7/20	Checking Acct. Int.			2 95	19 46
991	7/26	Prudential	10 56			2020 23
992	7/26	PENELEC	37 62			500 00
						2520 23
						2 95
						2523 18
						10 56
						2512 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
							\$ 2475 00
993	8/3	Phone	\$ 15 42				15 42
	8/17	Checking Acct. Int.				2 95	2459 58
994	8/26	Phone	15 42				2462 53
995	8/26	PENELEC	35 00				15 42
996	9/5	Deb. TARBAY (TAXES)	278 75				2447 11
997	9/5	MADERA FIRE CO	5 00				35 00
							2412 11
998	9/14	Bi. LO	21 46				278 75
999	9/19	Phone	22 26				21 38 36
1000	9/29	PENELEC	35 35				2128 36
1001	10/13	JANET	100 00				21 46
1002	10/20	JANET	100 00				2106 90
	10/18	Checking Acct. Int.				2 49	22 26
	10/24	Deposit				1000 00	2084 64
							35 35
							2049 29
							100 00
							1949 29
							100 00
							1849 29
							2 49
							1851 78
							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	11/3	PENELEC	\$ 33 11		\$	\$	2857 78
							33 11
1004	11/3	PHONE	15 83				2818 67
							15 83
	11/3	Deposit				1000 00	2802 84
							1000 00
1005		LOWE'S	377 71				3802 84
							377 71
1006	11/13	LEBRON Mutual Ins. Co.	111 00				3425 13
							111 00
1007	11/13	PENELEC	42 02				3314 13
							42 02
							3272 11

	11/17	Checking Acct. Int.				3 85	3 85
							3275 96
1008	11/21	Marg & Chuck & Holley	60 00				60 00
							3215 96
1009	11/21	John, Sheryl & Cliff	30 00				30 00
							3185 96
1010	11/21	Mr. & Mrs. David Lee & 2 Kids	40 00				40 00
							3145 96
1011	11/21	Mr. & Mrs. Jeff Craft & Kids	40 00				40 00
							3105 96
1012	11/21	Mr. & Mrs. Robert Emerick & Kids	70 00				70 00
							3035 96
1013	11/21	Gerald Merritt & daughter	26 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	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1014	11/21	Mr & Mrs Tom Gmerek	\$ 20 00				\$ 3015 96
1015	11/21	Mr & Mrs Robert Gmerek & 2 Kids	40 00				20 00 2995 96
1016	11/21	Mr & Mrs Tim Still & daughter	30 00				40 00 2955 96
1017	11/21	Mr & Mrs Don Starkey & 4 Kids	60 00				30 00 2925 96
1018	11/21	Mr & Mrs Paul Cirrarella & 3 Kids	50 80				60 00 2865 96
1019	11/21	Mr & Mrs Phil Heiney & 3 Kids	80 00				50 00 2815 96
							80 00 2735 96
1020	11/21	Mr & Mrs Robert Reigwe 3 Kids	80 00				80 00
1021	11/21	Mr & Mrs John Hamlin 3 Kids	80 00				2655 96 80 00
1022	11/30	Ronald Archer	671 74				2575 96 671 74
1023	11/30	AMERIGAS	88 20				1904 22 88 20
	11/30	Deposit				600 00	1816 02 600 00
1024	11/30	Phone	15 42				2416 02 15 42
1025	11/30	MADERA Ambulance CARD	25 00				2400 60 25 00
							2375 60

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

9/1996

RECORD ALL CHARGES OR CREDITS THAT AFFECT YOUR ACCOUNT

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENT/DEBIT (-)	✓ T	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
							\$2375 60
1026	12/8	Ralph CARDAMONE M.D.	\$ 5 00				5 00
							2370 60
1027	12/12	Bloom Electric (pump)	712 83				712 83
							1657 77
	12/13	Deposit				1000 00	1000 00
							2657 77
1028	12/14	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	12/30	J.J. Powell	167 10				167 10
							2445 89
	1/4/96	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 ADD 16.15	66 60				66 60
							3279 62
1034	1/19	J.J. POWELL	186 72				186 72
							3066 34
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
	1/19	Checking Acct. Int.				3 56	140 00 2903 70
1037	1/20	The Prudentia	10 56				3 56 2907 26
1038	2/17	J.J. Powell	201 70				10 56 2896 70
1039	2/17	PENELEC	51 76				201 70 2695 00
1040	2/23	Phone	15 70				51 76 2643 24
							15 70 2627 54
	2/20	Checking Acct. Int.				3 34	3 34 2630 88
1041	3/4	J.J. Powell	102 40				102 40 2528 48
1042	3/4	AMERIGAS	95 32				95 32 2433 16
1043	3/4	Phone	18 38				18 38 2414 78
1044	3/15	H&R Block	40 00				40 00 2374 78
1045	3/15	INTERNAL REVENUE SERVICE (1995 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 (-)	✓ T	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
							\$4431 56
1054	5/15	CUEPRA Memorial Center	356 00				356 00
							4075 56
1055	5/15	J.J. Powell	175 07				175 07
							3900 49
1056	5/15	PENELEC	35 66				35 66
							3864 83
	5/17	Checking Acct. Int.				4 01	4 01
							3868 84
1057	6/3	Americas	64 21				64 21
							3804 63
1058	6/3	PHONE	15 42				15 42
							3789 21

1059	6/19	Hortdate True Value (Hse)	38 61				38 61
							3750 60
	6/19	Checking Acct. Int.				4 44	4 44
							3755 04
1060	6/26	PENELEC	30 19				30 19
							3724 85
1061	6/26	PHONE	15 64				15 64
							3709 21
1062	6/27	Audio Video (TV Repair)	137 70				137 70
							3571 51
	7-18	Checking Acct. Int.	3 71				3 71
							3575 22
1063	7/20	PENELEC	34 17				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	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
							\$ 3541 05
1064	7/20	Prudential	\$ 10 56				10 56
							3530 49
1065	7/20	AMERIGAS	31 00				31 00
							3499 49
1066	7/26	Lezzer's Lezzer's	579 82				579 82
							2919 67
1067	7/30	Lezzer's	59 32				59 32
							2860 35
1068	9/1	WAL-MART	754 28				754 28
							2106 07
1069	8/8	Phone	15 47				15 47
							2090 60

1070	8/19	AMERIGAS	31 00				31 00
							2059 60
1071	8/19	GPU ENERGY (PENEK)	30 03				30 03
							2029 57
	8/17	CHECKING ACCT. INT.				3 53	3 53
							2033 10
	9/3	Deposit				2000 00	2000 00
							4033 10
1072	9/3	Marg. Merritt	200 00				200 00
							3833 10
1073	9/9	Deb. TARBAY TAXES	281 89				281 89
							3551 21
1074	7/1	Dial-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 (-)	V T	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
							\$3369 71
1075	9/18	PHONE	\$ 17 22		\$		17 22
							3352 49
1076	9/18	PENELEC	30 35				30 35
							3322 14
1077	9/18	AMERIGAS	31 00				31 00
							3291 14
	9/19	CHECKING Acct. Int.				3 67	3 67
							3294 81
1078	10/15	DIRECTV	5 25				5 25
							3289 56
1079	10/15	GPU ENERGY	28 70				28 70
							3260 86
1080	10/15	PHONE	15 47				15 47
							3245 39
1081	10/15	AMERIGAS	31 00				31 00
							3214 39
1082	10/15	611 RADIOLOGY ASSOC.	1 94				1 94
							3212 45
	10/17	CHECKING Acct. Int.				3 26	3 26
							3215 71
1083	10/29	BOYLES INS. FIRE INS.	70 00				70 00
							3145 71
1084	11/2	DIRECTV	5 25				5 25
							3140 46
1085	11/2	PHONE	15 80				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 (-)	T	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1086	11/2	J.J. Powell	\$ 161	83	\$	\$	3124 66
							161 83
1087	11/6	LEZZER Lumber	147	28			2962 83
							147 28
1088	11/8	Lloyd's HARDWARE	73	08			2815 55
							73 08
1089	11/18	AMERI GAS	31	00			2742 47
							31 00
1090	11/18	GPR	33	07			2711 47
							33 07
1091	11/18	J.J. Powell	63	72			2678 40
							63 72
							2614 68

	11/18	Deposit				2000 00	2000 00
	11/20	Checking Acct. Int.				3 88	4614 68
							3 88
1092	12/2	Mr. & Mrs. Robert Gmerek & Mike	50	00			4618 56
							50 00
1093	12/2	Marg, Chuck & Holley	45	00			4568 56
							45 00
1094	12/2	JACK, Stella, Kim, John & Michael	65	00			4523 56
							65 00
1095	12/2	Julia, Phil & Theresa	50	00			4458 56
							50 00
1096	12/2	Sue, Bob & 3 Kids	70	00			4408 56
							70 00
							4338 56

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
							\$ 4338 56
1097	12/2	Phillip + Tammi	\$ 20 00				20 00
							4318 56
1098	12/2	LOVEY, DAVID + 2 Kids	30 00				30 00
							4288 56
1099	12/2	Cindy, Jeff, Jason + BRANDY	30 00				30 00
							4258 56
1100	12/2	John, Steery + Cliff	25 00				25 00
							4233 56
1101	12/2	Jerrey, Wife + 2 Kids	30 00				30 00
							4203 56
1102	12/2	Robert, Mary + 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	GPU	42 30				42 30
							3991 26
1109	12/17	AMERIGAS	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	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
							\$3960 26
1116	12/17	AMERICAN Homepatient	\$ 14 80		\$	\$	14 80
							3945 46
1111	12/17	PHONE	15 47				15 47
							3929 99
1112	12/17	DIRECTV	5 25				5 25
							3924 74
1113	12/17	J.J. POWELL	149 20				149 20
							3775 54
1114	12/17	MADERA Ambulance Service	20 00				20 00
							3755 54
	12/18	Checking Acct. Int.				4 45	4 45
							3759 99
1115	1/3/97	PHONE	15 86				15 86
							3744 13
1116	1/3/97	MORRONI FLORAL	32 55				32 55
							3711 58
		Deposit				200 00	200 00
							3911 58
1117	1/3/97	J.J. POWELL	177 31				177 31
							3734 27
1118	1/3/97	DIRECTV	5 25				5 25
							3729 02
1119	1/21	The Prudential	10 56				10 56
							3718 46
1120	1/21	AMERIGAS	31 00				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 (-)	✓ T	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
							\$ 3687 46
1121	1/31	GPU	\$ 37 76				37 76
							3649 70
1122	1/31	AMERICAN CANCER SOCIETY	5 00				5 00
							3644 70
	1/31	CHECKING ACCT. INT.				4 70	4 70
							3649 40
1123	2/4	DIRECTV	31 89				31 89
							3617 51
1124	2/4	PHONE	15 47				15 47
							3602 04
1125	2/4	J.J. POWELL	184 54				184 54
							3417 51
	2/19	CHECKING ACCT. INT.				3 71	3 71
							3421 21
1126		H+R BLOCK	20 00				20 00
							3401 21
1127	2/1	PHONE	16 73				16 73
							3384 48
1128	2/1	AMERI-GAS	31 00				31 00
							3353 48
1129	2/1	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 (-)	✓ T	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
	3/19	Checking Acct. Int.	\$		\$	\$ 3 25	\$ 3113 02
1132	4/2	GPA	36 82				3 25 3116 27
1133	4/2	AMERIGAS	31 00				36 82 3079 45
1134	4/2	PHONE	15 43				31 00 3048 45
1135	4/2	J. J. POWELL	160 42				15 43 3033 02
1136	4/2	M. KATNEEN KITKO, TAX COLL.	71 89				160 42 2972 60
							71 89 2900 71
1137		LEZZER'S	51 16				31 16 2849 55
1138	4/9	CENTRA-HILES	141 00				141 00 2708 55
1139	4/14	DIRECTV	5 25				5 25 2703 30
1140	4/14	AMERIGAS	31 00				31 00 2672 30
	4/17	Checking Acct. Int.	0			2 45	2 45 2674 75
1141	5/1	GPA	37 68				37 68 2637 07
1142	5/1	PHONE	15 80				15 80 2621 27

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 (-)	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1143	5/1	MILLVILLE Mutual (House Ins.)	\$ 70 00	\$	\$	2621 27
1144	5/5	DIRECTV	5 29			2551 27
1145	5/8	AMERIGAS	31 00			2545 98
	5/9	Checking Acct. Int.			2 34	2514 98
1146	5/30	GPU	34 09			2517 32
1147	5/30	J.J. Powell	154 70			2483 23
						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	2310 10
1150	7/1	GPU	30 57			2279 53
1151	7/1	PHONE	17 34			2262 19
1162	7/9	AMERIGAS	31 00			2231 19
1153	7/16	TRIDENTIAL	10 56			2220 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 (-)	FEE (-)	DEPOSIT/CREDIT (+)	BALANCE
	7/8	Checking Acct. Int.			\$ 1 93	2220 63
1154	7/31	DIRECTV	10 58			2222 56
1155	7/31	GPU	34 01			2219 98
1156	7/31	PHONE	15 37			2177 97
1157	8/1	AMERIGAS	31 00			2162 60
1158	7/1	GPU	27 21			2131 60
						2104 39
	8/19	Deposit			500 00	500 00
1159	8/21	AMERIGAS (Hot Water Tank)	351 79			2604 39
	8/19	Checking Acct. Int.			1 99	2252 60
	9/4	Deposit			500 00	2254 59
1160	9/4	DIRECTV	37 08			2754 59
1161	9/4	PHONE	16 30			2717 51
1162	9/4	KATHLEEN KITKO (TAX COLL)	281 89			2701 21
						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 (-)	V T	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
	9/18	Checking Acct. Int.	\$		\$	\$ 2 05	2419 32
							205
1163	9/27	AmeriGas	31 00				2421 37
							31 00
1164	9/27	PHONE	17 89				2396 37
							17 89
1165	10/6	CASH	2000 00				2372 48
							2000 00
1166	10/15	GPU Energy Sept. + Oct.	64 77				372 48
							64 77
1167	10/15	AmeriGas	31 00				307 71
							31 00
1168	10/15	Direct TV	37 08				276 71
							37 08
	10/17	Checking Acct. Int.				1 28	239 63
							1 28
1169	11/5	Millville Mutual Ins.	70 00				240 91
							70 00
1170	11/5	Direct TV	37 08				170 91
							37 08
1171	11/5	PHONE	16 81				133 83
							16 81
	11/5	Deposit				700 00	117 02
							700 00
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 (-)	V T	FEE (IF ANY) (-)	DEPOSIT/CREDIT (+)	BALANCE
1173	11/6	WAL-MART	\$ 193 80				689 11
	11/20	Choking Red. Int.				47	193 80
	12/3	Deposit				500 00	495 31
1174	12/4	Check, Marg & Halley	25 00				47
1175	12/4	Jerry & other daughter	10 00				495 78
1176	12/4	John, Sherly & Cliff	15 00				500 00
							995 78
1177	12/4	Lovey, David & 2 Kids	20 00				25 00
1178	12/4	Sophie, Bob & Mike	25 00				970 78
1179	12/4	Robert, Marg. & 3 Kids	25 00				10 00
1180	12/4	Chickie, Tim & 2 Kids	20 00				960 78
1181	12/4	Carol, Don & 4 Kids	30 00				15 00
1182	12/4	Michelle & 3 Kids	20 00				945 78
1183	12/4	Richard & Kerry	10 00				20 00
							875 78
							855 78
							30 00
							825 78
							20 00
							805 78
							10 00
							795 78

REMEMBER TO RECORD AUTOMATIC PAYMENTS / DEPOSITS ON DATE AUTHORIZED.

[illegible][illegible]

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	12/30	GPU	41 50				436 89 41 50 395 49
1195	12/30	AMERIGAS	31 00				31 00 364 49
1196	12/30	PHONE	17 63				17 63 346 86
1197	12/30	J.J. POWELL	124 25				124 25 222 61
	1/13/98	Deposit				300 00	300 00 522 61
1198	1/31	DIRECTU	37 08				37 08 485 53
1199	1/31	AMERIGAS	31 00				31 00 454 53
1200	1/31	GPU	44 16				44 16 410 37
	1/31	CHECKING Acct. Int.				.50	00 50 410 87
1201	2/15	DIRECTU	69 58				69 58 341 29
1202	2/15	AMERIGAS	31 00				31 00 310 29
1203	2/15	GPU ENERGY	40 03				40 03 270 26
1204	2/15	PHONE	16 81				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	(-) AMOUNT OF DEPOSIT	(-) CHECK FEE (IF ANY)	BALANCE
1205	2/15	TO/FOR J.J. Powell	120 04			253 45
	2/18	TO/FOR Checking Act. Int.		.39		120 04
	3/3	TO/FOR Deposit		400 00		133 41
1206	3/9	TO/FOR Madera Ambulance Service	20 00			0 39
1207	3/9	TO/FOR J.J. Powell	121 34			133 80
1208	3/9	TO/FOR Phone	17 85			400 00
						533 80
1209	3/9	TO/FOR DIRECTV	38 86			20 00
	3/18	TO/FOR Checking Acct. Int.				533 80
1210	3/25	TO/FOR MORRONI'S FLORAL	43 15			121 34
1211	3/25	TO/FOR AMERI GAS	31 00			392 46
1212	3/25	TO/FOR GPU	39 48			17 85
	3/26	TO/FOR Deposit		500 00		374 61
1213	4/4	TO/FOR Phone	17 04			38 86
						335 75
						33
						336 08
						43 15
						292 93
						31 00
						261 93
						39 48
						221 45
						500 00
						721 45
						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	✓ T	(-) CHECK FEE (IF ANY)	(-) AMOUNT OF DEPOSIT	704 41
1214	4/16	TO/FOR AmeriGas	31 00				31 00
1215	4/16	TO/FOR GPU	36 43				673 41
	4/17	TO/FOR Checking Acct. Int.	.67				36 43
1216	4/25	TO/FOR M. KATHLEEN KITKO TAX	89 14				636 98
1217	4/25	TO/FOR M. WILHE Mutual Ins. Co.	70 00				67
1218	4/25	TO/FOR PHONE	19 60				637 65
1219	5/5	TO/FOR DIRECTV	81 95				89 14
1220	5/5	TO/FOR J.J. POWELL	132 61				548 57
	5/31	TO/FOR DEPOSIT				500 00	70 00
	5/19	TO/FOR Checking Acct. Int.				46	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	38 86				81 95

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	FINANCE
1224	6/3	TO/FOR PHONE	16 81				626 35
	6/7	TO/FOR CHECKING ACCT. INT.					16 81
							609 54
1225	7/8	TO/FOR DIRECTV	38 86				56
							610 10
1226	7/8	TO/FOR GPU	26 90				38 86
							57 24
1227	7/8	TO/FOR PHONE	18 79				26 90
							544 34
1228	7/11	TO/FOR AMERIGAS	31 00				18 79
							525 55
	7/17	TO/FOR CHECKING ACCT. INT.					31 00
						53	494 35
1229	7/29	TO/FOR PHONE	19 35				53
							495 08
1230	7/29	TO/FOR GPU	22 91				19 35
							475 73
1231	7/29	TO/FOR CLEARFIELD EMERGENCY	6 14				22 91
							452 82
1232	8/3	TO/FOR DIRECTV	38 82				6 14
							446 68
1233	8/21	TO/FOR AMERIGAS	31 00				38 82
							407 86
	8/19	TO/FOR CHECKING ACCT. INT.					21 00
						47	376 86
							377 33

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	GPU	21 04				327 33 21 04 356 29
1235	9/8	PHONE	18 72				18 72 337 57
1236	9/8	DIRECTV	38 82				38 82 298 75
1237	9/8	AMERICAN Homepatient	20 31				20 31 278 44
	9/8	Deposit				300 00	300 00 578 44
	9/18	Checking Acct. Int.				43	43 578 87
1238	9/26	Amerigas	31 00				31 00 547 87
1239	9/26	KATHLEEN KITKO (TAXES)	281 89				281 89 265 98
1240	9/26	GPU	22 52				22 52 243 43
1241	10/21	DIRECTV	38 82				38 82 204 61
1242	10/21	AMERIGAS	31 00				31 00 173 61
1243	10/21	PHONE	21 16				21 16 152 45
		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		
	10/19	TO/FOR Checking Acct. Int.				41	552	45	41
1244	11/10	TO/FOR Phone	19 16				552	86	19 16
1245	11/10	TO/FOR GPU	23 85				533	70	23 85
1246	11/10	TO/FOR DIRECTV	38 82				509	85	38 82
1247	11/10	TO/FOR AMERIGAS	31 00				471	03	31 00
1248	11/10	TO/FOR Millville Mutual Ins. Co.	70 00				440	03	70 00
							370	03	
1249	11/10	TO/FOR J. S. POWELL	98 43				98	43	
	11/19	TO/FOR Checking Acct. Int.				50	271	60	50
1250	12/9	TO/FOR DIRECTV	38 82				272	10	38 82
1251	12/9	TO/FOR GPU	36 35				333	28	36 35
1252	12/9	TO/FOR Phone	16 78				196	93	16 78
1253	12/9	TO/FOR AMERIGAS	31 00				180	15	31 00
	12/10	TO/FOR Deposit				200 00	149	15	200 00
							349	15	

REMEMBER TO RECORD AUTOMATIC PAYMENTS/DEPOSITS ON DATE AUTHORIZED.

1999 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	
	12/17	Checking Acct. Int.					.30	349 15	30
								349 45	
1254	12/28	GPU	34	17				34 17	
								305 28	
1255	12/28	J.J. Powell	101	46				101 46	
								203 82	
1256	12/28	PHONE	38	67				38 67	
								165 15	
	12/28	Deposit					160 00	160 00	
								325 15	
1257	1/19/99	AMERIGAS	31	00				31 00	
								294 15	
1258	1/19	DIRECTV	38	82				38 82	
								255 33	
	1/21	Checking Acct. Int.					.39	39	
								255 72	
1259	1/29	GPU	9	87				9 87	
								245 85	
1260	1/29	PHONE	27	67				27 67	
								218 18	
1261	1/29	J.J. Powell	87	77				87 77	
								136 41	
	2/3	Deposit					400 00	400 00	
								536 41	
1262	2/12	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 <i>Checking Acct. Int.</i>					172 25 45
	2/4	TO/FOR <i>Deposit</i>				300 00	172 70 300 00 472 70
1311	2/7	TO/FOR <i>J.J. Powell</i>	265 32				265 32 207 38
1312	2/7	TO/FOR <i>PHONE</i>	21 15				21 15 186 23
1313	2/7	TO/FOR <i>DirectTV</i>	37 63				37 63 148 60
1314	2/7	TO/FOR <i>MADERA Ambulance</i>	20 80				20 00 128 60
1315	2/17	TO/FOR <i>Holley Merritt</i>	10 00				10 00 118 60
	2/17	TO/FOR <i>Checking Acct. Int.</i>				23	23 118 83
1316	2/8	TO/FOR <i>DIRECTV</i>	40 71				40 71 78 12
1317	3/8	TO/FOR <i>PHONE</i>	17 46				17 46 60 66
1318	3/8	TO/FOR <i>GPU</i>	2 77			(BANK) 14.17	2 77 59 89
		TO/FOR <i>Deposit</i>				300 00	300 00 357 89
1319	3/17	TO/FOR <i>Checking Acct. Int.</i>				16	16 358 05

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. Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, Pennsylvania 16830

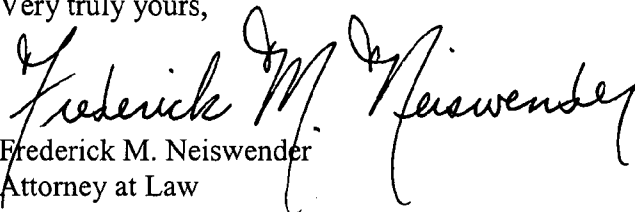
Re: Anna Moskel et al. vs. Janet K. Moskel et al., No. 02-1674-C.D.

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
Attorney at Law

RECEIVED

FEB 13 2004

**COURT ADMINISTRATOR'S
OFFICE**

Enclosure

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.

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

No. 02 - 1674 - C.D.

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.

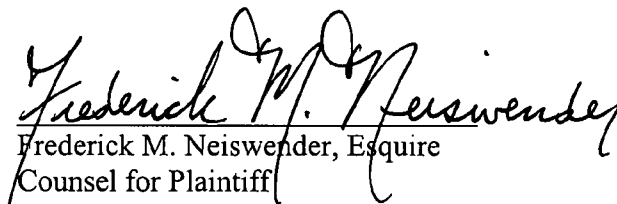
E. DAMAGES

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

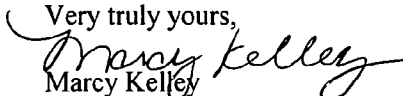
RE: ANNA MOSKEL, al
vs.
JANET K. MOSKEL, al
No. 02-1674-CD

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
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

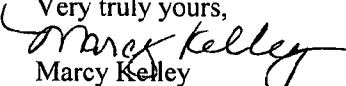
RE: ANNA MOSKEL, al
vs.
JANET K. MOSKEL, al
No. 02-1674-CD

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,

Marcy Kelley
Deputy Court Administrator

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

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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.

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

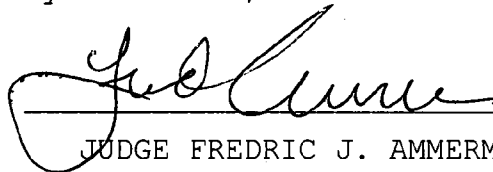
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NO. 2002-1674-C.D.

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 2 cc Atty Kaselbick
01/8:47/201
FEB 24 2004 2 cc Atty Neiswander

William A. Shaw

Prothonotary/Clerk of Courts

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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	:	Stipulation
	:	Filed on behalf of:
vs.	:	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
	:	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:

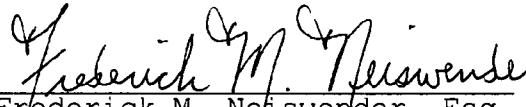
1. The Parties agree that Defendants shall owe the Plaintiff no money under the Complaint.
2. The Parties agree that Plaintiff shall owe the Defendants no money under the Counterclaim.
3. Within thirty (30) days from February 19, 2004, the Defendants shall return the following furniture items to the 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 Praecipe to Settle and Discontinue this case.


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


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

FILED

2018-03-28
MAR 11 2004

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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	:	Praeipue to Discontinue
	:	and Certificate of
	:	Service
vs.	:	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

JUL 02 2002
William A. Shaw
Prothonotary/Clerk of Courts
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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

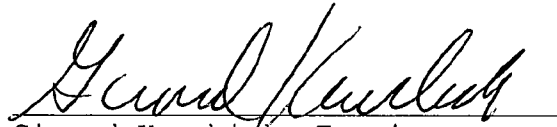
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

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 Praeipce 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

FILED

JUL 02 2007

William A. Shew
Prothonotary/Clerk of Courts