

02-1830-cd
ROBIN BASS vs. REBA SHOULDERS

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

ROBIN BASS,

Plaintiff

vs.

REBA SHOULDERS,

Defendant

:
:
: No. 02 - 1830 - CD
:
: COMPLAINT
:
:

Filed on Behalf of:
Plaintiffs

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

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

FILED

NOV 21 2002

William A. Shaw
Prothonotary

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

ROBIN BASS,	:		
	:		
Plaintiff	:		
	:	No. 02 -	- CD
vs.	:		
	:		
REBA SHOULDERS,	:		
	:		
Defendant	:		

NOTICE

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

(814) 765-2641 Ex 5982

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

ROBIN BASS, :
Plaintiff :
vs. : No. 02 - - CD
REBA SHOULDERS, :
Defendant :

COMPLAINT

AND NOW comes Robin Bass, by and through her attorneys, Belin & Kubista, and files the following complaint against Reba Shoulders, and in support thereof avers as follows:

1. That Plaintiff, Robin Bass, is an adult individual residing at 2751 Lund Avenue, Apartment 10, Rockford, Illinois 61109 ("Bass").

2. That Defendant, Reba Shoulders, is an adult individual residing at P.O. Box 248, Winburne, Clearfield County, Pennsylvania 16879 ("Shoulders").

3. That Robin Kozlow was the owner of certain premises by deed of gift dated February 5, 1998 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed and Record

Book 1906, page 589. The said Robin Kozlow is now known as Robin Bass, the Plaintiff herein.

4. That by deed dated February 5, 1998, and recorded in the Office of the Recorder of Deeds of Clearfield County, in Deed and Record Book 1906, page 594, Robin Kozlow granted and conveyed a life estate in and to said premises to her mother, Carolyn Evan, and her sister, Shoulders.

5. That the said Carolyn Evan died on June 9, 2002, leaving Shoulders as sole life tenant and she is occupying the real estate.

6. That there is a mortgage against the property which is being paid by the remainderwoman, Robin Bass.

7. That as a result of the life tenancy a request for the following expenses that have been paid on Shoulder's behalf by Bass:


(a) mortgage interest of \$395.18 per month since June 9, 2002;

(b)	lawn care	\$180.00
	lock smith	73.14
	Cooper Township	
	Municipal Authority	128.70
	Penelec	60.36

8. That Bass has made a demand for payment in the sum of \$2,694.67, and Reba Shoulders has failed and refused to pay the same.

WHEREFORE, Plaintiff requests Your Honorable Court enter judgment against Reba Shoulders in the amount of \$2,694.67, plus interest.

BELIN & KUBISTA

By 
Carl A. Belin, Jr. Esq.

STATE OF ILLINOIS

:

SS.

:

COUNTY OF

:

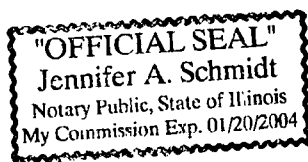
Before me the undersigned officer, personally appeared **ROBIN BASS**, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

Robin Bass

Robin Bass

Sworn and subscribed before me this 18th day of

November, 2002.



Jennifer A. Schmidt

Notary Public

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

FILED

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01242001

2cc Attg

NOV 21 1997

William A. Shaw

Prothonotary

Attg pd. 85.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

ROBIN BASS,

Plaintiff

vs.

REBA SHOULDERS

Defendant

*

* No. 02-1830-CD

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* TYPE OF PLEADING:

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PRAECIPE FOR ENTRY OF
APPEARANCE

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* FILED ON BEHALF OF:

*

DEFENDANT

*

*

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* ATTORNEY FOR DEFENDANT:

*

David C. Mason, Esquire

*

Supreme Court ID #39180

*

MASON LAW OFFICE

*

P.O. Box 28

*

Philipsburg, PA 16866

*

(814) 342-2240

*

* ATTORNEY FOR PLAINTIFF:

*

Carl A. Belin, Jr., Esquire

*

Belin & Kubista

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Attorneys at Law

*

15 N. Front Street

*

P.O. Box 1

*

Clearfield, PA 16830

*

(814) 765-8972

FILED

DEC 10 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

ROBIN BASS,

Plaintiff

vs.

REBA SHOULDERS

Defendant

*

* No. 02-1830-CD

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PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on the behalf of the above-named Defendant.

MASON LAW OFFICE

DATED: 12-13-02

By: 

David C. Mason, Esquire,
Attorney for Defendant

FILED

11:36 AM
DEC 16 2002

William A. Shaw
Prothonotary

cc
~~Q~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

ROBIN BASS,

Plaintiff

vs.

REBA SHOULDERS

Defendant

*

* No. 02-1830-CD

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* TYPE OF CASE: Civil Action

*

* TYPE OF PLEADING: ANSWER AND
* NEW MATTER

*

* FILED ON BEHALF OF:

* Defendant, Reba Shoulders

*

* COUNSEL OF RECORD FOR THIS
* PARTY:

*

David C. Mason

*

Superior Court I.D. 39180

*

MASON LAW OFFICE

*

P.O. Box 28

*

Philipsburg PA 16866

*

(814) 342-2240

*

* COUNSEL OF RECORD FOR
* PLAINTIFF:

*

Carl A. Belin, Jr., Esquire

*

BELIN & KUBISTA

*

Attorneys at Law

*

15 North Front Street

*

P.O. Box 1

*

Clearfield, PA 16830

*

(814) 765-8972

FILED

DEC 20 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

ROBIN BASS,

Plaintiff

vs.

REBA SHOULDERS

Defendant

*
* No. 02-1830-CD
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*
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*
*

NOTICE TO PLEAD

You are hereby required to plead to the within New Matter within twenty (20) days
from the date of service hereof.

MASON LAW OFFICE

By:


David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

ROBIN BASS,

Plaintiff

vs.

REBA SHOULDERS

Defendant

*

* No. 02-1830-CD

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ANSWER AND NEW MATTER

AND NOW, comes the Defendant REBA SHOULDERS by and through her attorney, DAVID C. MASON, ESQUIRE, and files the following Answer to Plaintiff's Complaint:

1. ADMITTED.

2. ADMITTED.

3. ADMITTED IN PART AND DENIED IN PART. It is admitted that the document dated February 5, 1998, was recorded in Record Book Volume 1906 at Page 589. It is denied that Plaintiff Robin Bass was ever the outright owner of the premises.

4. ADMITTED IN PART AND DENIED IN PART. It is admitted that a Deed dated February 5, 1998, was recorded in Record Book 1906 at Page 594. It is denied that the Plaintiff granted a life estate to her mother and her sister, Defendant.

5. ADMITTED.

6. ADMITTED. By way of further answer Defendant avers that the said Mortgage was granted by the Plaintiff and her then husband as security for a "credit line account" with Beneficial Consumer Discount Company.

7 (a). Defendant denies owing any mortgage interest as the Mortgage was given by the Plaintiff as security for a credit agreement, and Plaintiff withdrew money on the credit line account.

(b) It is denied that Defendant owes Plaintiff any money for the items set forth in paragraph 7(b) of the Complaint as the Complaint is insufficiently pled to identify what the expenditures were for.

Further, Defendant did not ask Plaintiff to provide any of these payments.

8. ADMITTED.

WHEREFORE, Defendant prays your Honorable Court for the entry of an Order dismissing Plaintiff's Complaint with prejudice.

NEW MATTER

9. Carolyn Evan, mother of the Plaintiff and the Defendant, gifted the premises to both daughters.

10. Although two deeds were prepared, they were part of the same transaction which resulted in a life estate to Defendant and the remainder interest to the Plaintiff.

11. Thereafter, Plaintiff Robin Bass created a tenancy by the entireties of her

remainder interest with her husband, John Kozlow. This Deed was dated September 8, 1998, and recorded in Record Book 1987 at Page 103.

12. Thereafter, the said John Kozlow executed a Quit Claim Deed to Robin Bass recorded August 28, 2001, at Instrument No. 200113589.

13. The Plaintiff and her husband delivered a Mortgage dated August 27, 1998, (recorded in Record Book 1964 at Page 225). A true and correct copy of said Mortgage is attached as Exhibit "A".

14. Said Mortgage was recorded six (6) months after the mother, Carolyn Evan, gifted the premises to her daughters as aforesaid.

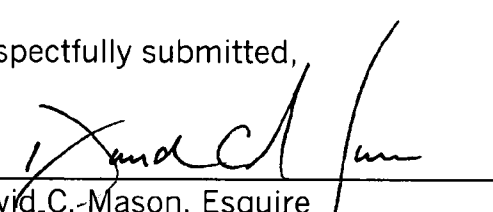
15. The said Mortgage states that the premises are owned "in a fee simple Deed dated February 5, 1998, and recorded ... in Volume 1906 at Page 589.

16. Answering Defendant is not a party to the within Mortgage, or the "credit line account" which the Mortgage is intended to secure.

17. Plaintiff and/or her husband, John Kozlow, received the proceeds of the credit line account.

WHEREFORE, Answering Defendant prays your Honorable Court for the entry of an Order dismissing Plaintiff's Complaint.

Respectfully submitted,



David C. Mason, Esquire
Attorney for Answering Defendant,
Reba Shoulders

D:\Office\COURT\ShouldersAns&NewMatter.wpd\blb

OPEN MORTGAGE

OPEN-END MORTGAGE

VOL 1964 PAGE 225

THIS MORTGAGE SECURES FUTURE ADVANCES WHICH MORTGAGEE
HAS A CONTRACTUAL OBLIGATION TO MAKE

THIS MORTGAGE, entered into this 27th day of August, 1998, between
ROBIN KOZLOW & JOHN KOZLOW, hereafter called "Mortgagors," and

☐ BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a Beneficial Mortgage Co. of Pennsylvania,
a Pennsylvania Corporation,

having an office and place of business at 90 BEAVER DRIVE, DUBOIS, PA, Pennsylvania,
hereafter called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Credit Line Account Agreement, hereafter called "Agreement," of even
date herewith, by which Mortgagee is obligated to make loans and advances up to \$42,000.00, hereafter called "Credit
Line" and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents, sell,
grant and convey to Mortgagee, ALL the following described real estate, hereafter called "Property," situated in the ☐ City
☒ Borough ☒ Township of COOPER, County of CLEARFIELD, Commonwealth of Pennsylvania,
described as follows:

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF COOPER IN THE COUNTY OF
CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A
FEE SIMPLE DEED DATED 02/05/1998 AND RECORDED 02/11/1998, AMONG THE LAND
RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN VOLUME 1906 PAGE 589.

TAX PARCEL IDS: 110-509-533-19, 110-509-533-9

ADDRESS: 215 MAIN ST.
WINBURNE, PA 16879

Municipal Tax Lot, Block, Uniform Parcel Identifier 110-509-533-9
110-509-533-19

Being premises conveyed to Mortgagors by deed of conveyance duly recorded in the office for the Recording of Deeds in this County in
Deed Book No. 1906, Page 589, as the Property therein described.

☐ If this box is checked, this Mortgage is subject to a prior mortgage dated 19, executed by
Mortgagors to as mortgagee,
which prior mortgage secures payment of a promissory note in the principal amount of \$, That prior mortgage was
recorded on 19, with the Recorder of the County of Pennsylvania, in
Book, Page.

TO HAVE AND TO HOLD the Property hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its
successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Agreement.
2. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under the Agreement up to the Credit Line.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof, and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the debt secured by this Mortgage.
4. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagee, at its option in case of default by Mortgagors of any obligation required of them under paragraphs 3 and 4 of this Mortgage, shall have the right to pay any taxes, assessments, water and sewer rents, insurance premiums and all other charges and claims which Mortgagors have agreed to pay under the terms of the Agreement and this Mortgage, and any and all monies so paid shall be a part of the debt hereby secured and recoverable as such, in all respects, with interest thereon from the date of such payment.
6. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
7. In the event that Mortgagors default in the making of any payment due and payable under the Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the Unpaid Balance of the Account plus accrued but unpaid interest, including attorney fees as permitted by law, costs of suit and costs of sale.

8. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) make repairs and keep the Property in proper condition and repair; and (3) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments unpaid and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.
9. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Agreement.
10. Mortgagors, and each of them in this Mortgage, hereby waive and release all benefit and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors which limit the unpaid principal balance due under the Note to a sum not in excess of the amount actually paid by the purchaser of the Property at a sale of the Property in any judicial proceedings upon the Note or upon this Mortgage, exempt the Property or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or provide for any stay of execution or other process.
11. Mortgagor warrants that (1) the Property has not been used in the past and is not presently used for hazardous and/or toxic waste, (2) the Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste, (3) asbestos has not been used as a building material on any building material on any building erected on the Property in the past, (4) the Property is not presently used for asbestos storage and (5) the Mortgagor complies with all federal, state, and local laws, as well as the regulations, regarding the use and storage of asbestos.
12. Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property.
13. Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in the Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of the Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

Witness
Witness
Witness

Robin Kozlow (SEAL)
JOHN KOZLOW (SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD) ss.:

On this the 27th day of AUGUST

1998

before me, WILLIAM L. KURTZ
(Name of Officer)

the undersigned officer, personally appeared ROBIN KOZLOW & JOHN KOZLOW

(Name of Borrower)

known to me (or satisfactorily proven) to be the person whose name are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.
he/she/they

WITNESS my hand and seal, the day and year aforesaid.
(SEAL)

My commission expires:

RL 4 PA 20/22/23, Ed. Nov. '94

Notarial Seal
William L. Kurtz, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Dec. 22, 2001
Member, Pennsylvania Association of Notaries

Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

VOL 1964 PAGE 227

I, David W. Allshouse of Beneficial Mortgage Company of Pennsylvania

Mortgage named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is
90 Beaver Drive, DuBois PA 15801

Witness my hand, this 27th day of August, 1998

David W. Allshouse
Agent of Mortgagee

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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:32p - 8:31-98
BY Karen L. Starck
FEES 0.65
Karen L. Starck, Recorder



Karen L. Starck
Karen L. Starck
Recorder of Deeds

AL 4 PA 20/22/25, Ed. Nov. '94

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

ROBIN KOZLOV & JOHN KOZLOV
(Name of Mortgagee)

☐ BENEFICIAL CONSUMER DISCOUNT COMPANY
☒ BENEFICIAL CONSUMER DISCOUNT COMPANY
d/b/a Beneficial Mortgage Co. of Pennsylvania

Mortgage

90 Beaver Drive

DuBois, PA 15801

Address

COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF

RECORDED on this _____ day
of _____ 19____
in the office for Recording of Deeds of this County,
in Mortgage Book No. _____ Page _____

RECORDER

Record of Record 831 1998 12:32p Karen L. Starck, Recorder

VERIFICATION

I certify that the facts set forth in the foregoing ANSWER AND NEW MATTER OF DEFENDANT REBA SHOULDERS are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 PA. C.S. §4904, relating to unsworn falsification to authorities.

DATED:

By: 
Reba Shoulders

FILED

7/11/23
DEC 20 2002

3 cc

Atty Mason

(EWS)

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

ROBIN BASS,

Plaintiff

vs.

REBA SHOULDERS

Defendant

*

* No. 02-1830-CD

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*

*

* TYPE OF CASE: Civil Action

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*

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* TYPE OF PLEADING:

* CERTIFICATE OF SERVICE

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*

* COUNSEL OF RECORD FOR THIS

* PARTY:

*

David C. Mason

*

Superior Court I.D. 39180

*

MASON LAW OFFICE

*

P.O. Box 28

*

Philipsburg PA 16866

*

(814) 342-2240

*

* COUNSEL OF RECORD FOR

* PLAINTIFF:

*

Carl A. Belin, Jr., Esquire

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Belin & Kubista

*

15 N. Front Street

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P.O. Box 1

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Clearfield, PA 16830

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(814) 765-8972

FILED

DEC 20 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

ROBIN BASS,

Plaintiff

vs.

REBA SHOULDERS

Defendant

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* No. 02-1830-CD

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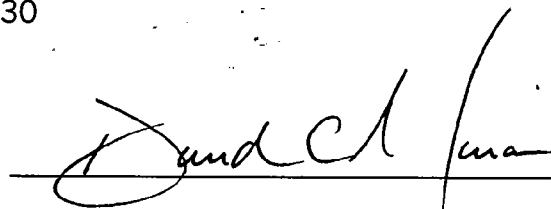
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CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the ANSWER and NEW MATTER filed in the above captioned action on the following by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

Carl A. Belin, Jr., Esquire
Belin & Kubista
Attorneys at Law
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830

DATED: 12-18-02

A handwritten signature in black ink, appearing to read "David C. Mason", written over a horizontal line.

David C. Mason, Esquire
Attorney for Answering Defendant
Reba Shoulders

FILED^{no}cc

11:23-801

DEC 20 2002

William A. Shaw
Prothonotary

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

ROBIN BASS,	:
	:
Plaintiff	:
	:
vs.	:
	:
	:
REBA SHOULDERS,	:
	:
Defendant	:

No. 02 - 1830 - CD

REPLY NEW MATTER

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

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

FILED

JAN 27 2003

William A. Shaw
Prothonotary

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

ROBIN BASS,	:	
	:	
Plaintiff	:	
	:	No. 02 - 1830 - CD
vs.	:	
	:	
REBA SHOULDERS,	:	
	:	
Defendant	:	

REPLY TO NEW MATTER

AND NOW comes Robin Bass, by and through her attorneys, Belin & Kubista, and files the following reply to new matter, and in support thereof avers as follows:

9. Paragraph 9 is admitted but it is averred that Reba Shoulders ("Shoulders") was gifted a life estate while Robin Bass ("Bass") was gifted the fee subject to the life estate of Shoulders and the donor Carolyn Evans ("the mother").

10. Paragraph 10 is admitted.

11. Paragraph 11 is admitted.

12. Paragraph 12 is admitted.

13. Paragraph 13 is admitted but it is averred the mortgage was delivered to pay off two (2) previous mortgages of the mother against the property recorded in Clearfield County

Recorder of Deeds Office in Deed and Record Book 1953, page 557, and 1898, page 315 as well as other past due accounts of mother as set forth in the mortgage disbursal sheet marked Exhibit "A" attached hereto and made a part hereof, all of which preceded the gifting arrangement set forth in Paragraphs 3 and 4 of the Complaint. In addition, mortgage proceeds were used to repair the premises. That the purpose of the mortgage was to prevent defaults in the mortgages, the past due bills of the mother incurred before the gift from becoming liens against the property, and to make needed repairs to the property to continue its habitability.

14. Paragraph 14 is admitted but Paragraph 13 of this Reply is hereby incorporated by reference and made a part hereof.

15. Paragraph 15 is admitted but all deeds were of record which reflected Defendant and her mother had life estates in the property and in further answer, Paragraph 13 of this Reply is hereby incorporated by reference and made a part hereof.


16. Paragraph 16 is admitted but the mortgage satisfied two (2) mortgage which were liens against the life estate of

Shoulders, the payment of the other life tenant who was the mother and donor's past due bills that would have become liens against the life estate of Shoulders, and for monies used to repair the premises all of which would constitute liens against the life estate of Shoulders.

17. Paragraph 17 is denied and Paragraphs 15 and 16 of this Reply are hereby incorporated by reference and made a part hereof. The satisfaction of the mortgages, the past due bills to prevent liens against the life estate of Shoulders, and the repairs of the premises to continue the habitability of the premises, render the mortgage a lien against Shoulder's interest to prevent unjust enrichment of Shoulders.

WHEREFORE, Plaintiff Requests Your Honorable Court enter judgment against Reba Shoulders in the amount of \$2,694.67, plus interest.

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared
ROBIN BASS, who being duly sworn according to law, deposes and
says that the facts set forth in the foregoing Reply to New
Matter are true and correct to the best of her knowledge,
information and belief.

Robin Bass
Robin Bass

Sworn and subscribed before me this 27th day of
January, 2003.

Susan M. Hartzfeld
Notary Public



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

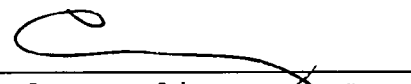
ROBIN BASS,	:	
	:	
Plaintiff	:	
	:	No. 02 - 1830 - CD
vs.	:	
	:	
REBA SHOULDERS,	:	
	:	
Defendant	:	

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Reply to New Matter on behalf of the Plaintiff in the above-captioned matter to the following party by postage prepaid United States mail on the 27th day of January, 2003:

David C. Mason, Esquire
P.O. Box 28
Philipsburg, PA 16866

BELIN & KUBISTA

By 
Carl A. Belin, Jr. Esq.
Attorney for Plaintiff

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

FILED

01/27/08
JAN 27 2008

30c
Amy Belin
KCB

William A. Shaw
Trust Attorney

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13339

BASS, ROBIN

02-1830-CD

VS.

SHOULDERS, REBA

COMPLAINT

SHERIFF RETURNS

NOW DECEMBER 7, 2002 AT 5:05 PM EST SERVED THE WITHIN COMPLAINT ON
REBA SHOULDERS, DEFENDANT AT RESIDENCE, 246 MAIN ST., WINBURNE,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO REBA SHOULDERS A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN
TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

Return Costs

Cost	Description
57.37	SHFF. HAWKINS PD. BY: ATTY.
10.00	SURCHARGE PD. BY: ATTY.

Sworn to Before Me This

30th Day Of January 2003

William A. Shaw *WAS*

So Answers,

Chester A. Hawkins
by Mandy Harris

Chester A. Hawkins
Sheriff

FILED

WAS
FEB 30 2003

William A. Shaw
Prothonotary

Notice of Proposed Termination of Court Case

October 23, 2007

RE: 2002-01830-CD

Robin Bass

Vs.

Reba Shoulders

FILED

OCT 23 2007

WAS
William A. Shaw
Prothonotary/Clerk of Courts

Dear Carl A. Belin, Jr., Esq:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **December 24, 2007**.

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

By the Court,

Daniel J. Nelson

Daniel J. Nelson
Court Administrator

Notice of Proposed Termination of Court Case

October 23, 2007

RE: 2002-01830-CD

Robin Bass

Vs.

Reba Shoulders

Dear David C. Mason, Esq:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **December 24, 2007**.

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

By the Court,

A handwritten signature in cursive script, appearing to read "Daniel J. Nelson", written over a horizontal line.

Daniel J. Nelson
Court Administrator

(1A)

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

ROBIN BASS,	:	
	:	
Plaintiff	:	
	:	NO. 02 - 1830 - C.D.
vs.	:	
	:	MOTION TO PUBLISH
REBA SHOULDERS,	:	NOTICE OF TERMINATION
	:	
Defendant	:	OF CASE

Filed on Behalf of:
Movant
Carl A. Belin, Jr., Esquire

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED 3cc
01/10/5/30
NOV 13 2007
Atty Belin
William A. Shaw
Prothonotary/Clerk of Courts
(62)

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

ROBIN BASS, :
Plaintiff :
 : NO. 02 - 1830 - C.D.
vs. :
 :
REBA SHOULDERS, :
Defendant :

ORDER

AND NOW, this 14th day of November, 2007, upon consideration of the Motion of Carl A. Belin, Jr., Esquire, the Prothonotary is hereby directed to publish notice of the proposed termination of the above-captioned action in the Clearfield *Progress* and the Clearfield County Legal Journal before presenting a notice to terminate the case to the Court.

BY THE COURT,



FILED 4cc
0/2:04/30/ Amy Belin
NOV 15 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

ROBIN BASS,	:	
	:	
Plaintiff	:	
	:	NO. 02 - 1830 - C.D.
vs.	:	
	:	
REBA SHOULDERS,	:	
	:	
Defendant	:	

MOTION TO PUBLISH NOTICE OF
TERMINATION OF CASE

AND NOW comes Carl A. Belin, Jr., Esquire, of Belin & Kubista, now Belin, Kubista & Ryan, who files the following motion to publish notice of termination of case, and in support thereof avers as follows:

1. That Belin & Kubista represented Robin Bass in the above-captioned action.

2. That at the direction of Robin Bass, a complaint was filed seeking recovery for certain payments regarding a home situate in the Village of Winburne, Clearfield County, Pennsylvania.

3. That in June of 2003, David Mason, who represented Defendant Reba Shoulders, proposed that the case be listed on the trial list. However, he was advised that Robin Bass had filed for bankruptcy, and as a result, the case was not listed for trial.

4. That in June of 2003, Robin Bass called this office to discuss the status of her case and gave her address as: 2751 Lund Avenue, Apartment 10, Rockford, Illinois 61109.

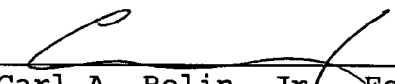
5. That thereafter, in April of 2004, Movant attempted to contract Robin Bass in Rockford, Illinois, which was her last known address, regarding the status of the case but received no answer to his letter.

6. That in June of 2007, Movant again attempted to contact Robin Bass at the same address and received no response to his letter and the letter was returned as Robin Bass had moved to another location.

7. That Movant has had no contact from Ms. Bass since June of 2003 and does not know her present location.

WHEREFORE, Movant requests Your Honorable Court order the Prothonotary to post the notice of the proposed termination in the *Clearfield Progress* and the *Clearfield County Legal Journal* before terminating the case.

BELIN, KUBISTA & RYAN

By 
Carl A. Belin, Jr., Esq.

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

ROBIN BASS,	:	
	:	
Plaintiff	:	
	:	NO. 02 - 1830 - C.D.
vs.	:	
	:	
REBA SHOULDERS,	:	
	:	
Defendant	:	

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Motion to Publish Notice of Termination of Case and proposed order in the above-captioned matter to the following party by postage prepaid United States first class mail on the 13th day of November, 2007:

David C. Mason, Esquire
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866

BELIN, KUBISTA & RYAN

By 
Carl A. Belin, Jr., Esq.

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

ROBIN BASS,

Plaintiff

vs.

REBA SHOULDERS,

Defendant

:
:
: NO. 02 - 1830 - C.D.
:
: CERTIFICATE OF SERVICE
:
:

Filed on Behalf of:
Movant
Carl A. Belin, Jr., Esquire

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

5
FILED *no cc*
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DEC 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

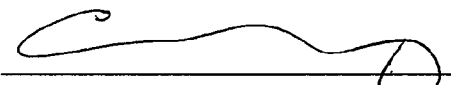
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ROBIN BASS, :
Plaintiff :
 : NO. 02 - 1830 - C.D.
vs. :
 :
REBA SHOULDERS, :
Defendant :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF CLEARFIELD :

CARL A. BELIN, JR., attorney for the above named Plaintiff,
being duly sworn according to law, deposes and states that
Notice of Proposed Termination of Court Case was served upon
Plaintiff, Robin Bass, by publication in *The Progress* a
newspaper on November 12, 2008, as evidenced by the Proof of
Publication dated November 17, 2008, attached hereto AND by
publication in the *Clearfield County Legal Journal*, Clearfield,
on November 14, 2008, as evidenced by the Proof of Publication
dated November 14, 2008, attached hereto.

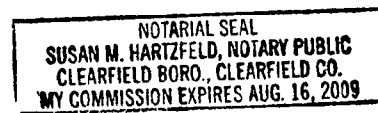


Carl A. Belin, Jr., Esquire

SWORN AND SUBSCRIBED before me this 5th day of
December, 2008.

Susan M Hartzfeld

Notary Public



NOTICE OF PROPOSED
TERMINATION OF
COURT CASE
NO. 2002-01830-CD

ROBIN BASS
VS.
REBASHOULDERS
TOROBIN BASS:

Please be advised that the Court of Common Pleas of Clearfield County intends to terminate the above-captioned case without notice, because the court records show no activity in the case for a period of at least two (2) years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the Prothonotary of Clearfield County, P.O. Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before December 24, 2008.

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

BY THE COURT.
Daniel J. Nelson
Court Administrator
Carl A. Belin, Jr., Esquire
Belin, Kubista & Ryan LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

11:12-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

On this 17th day of November, A.D. 20 08, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of November 12, 2008

And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Margaret E. Krebs

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison
Notary Public Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 31, 2011

Member, Pennsylvania Association of Notaries


PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:


COUNTY OF CLEARFIELD :

On this 14th day of November AD 2008, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of November 14, 2008, Vol. 20, No. 46. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public
My Commission Expires

NOTARIAL SEAL SHARON J. PUSEY, Notary Public Houtzdale, Clearfield County, PA My Commission Expires, April 7, 2011

Carl A. Belin, Jr., Esquire
Belin, Kubista & Ryan LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

FILED

DEC 30 2008

William A. Shaw
Prothonotary/Clerk of Courts

Proceed must be filed with the Prothonotary of Clearfield County, P.O. Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before December 24, 2008.

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

BY THE COURT,
Daniel J. Nelson
Court Administrator

Carl A. Belin, Jr., Esquire, Belin, Kubista & Ryan LLP, 15 North Front Street, P.O. Box 1, Clearfield, PA 16830.

**NOTICE OF PROPOSED
TERMINATION OF COURT CASE**

ROBIN BASS vs. REBA SHOULDERS
No. 2002-01830-CD

TO ROBIN BASS:

Please be advised that the Court of Common Pleas of Clearfield County intends to terminate the above-captioned case without notice, because the court records show no activity in the case for a period of at least two (2) years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Robin Bass

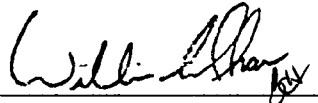
Vs.

2002-01830-CD

Reba Shoulders

Termination of Inactive Case


This case is hereby terminated with prejudice this
December 30, 2008, as per Rule 230.2



William A. Shaw
Prothonotary

FILED
DEC 30 2008

*copies to
Atty's: Belin
Mason*

 William A. Shaw
Prothonotary/Clerk of Courts