

2003-172-CD
DEBORAH E. SKRZYPER VS VINCENT DECHRUCH ETAL

COURT OF COMMON PLEAS
of Clearfield County
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 03-172-CJ

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

| | | | |
|--|--|---|--|
| NAME OF APPELLANT | | MAG. DIST. NO. OR NAME OF D.J. | |
| VINCENT DECHURCH, DEBORAH DECHURCH & MICHELLE DECHURCH | | 46-3-01 | |
| ADDRESS OF APPELLANT | | CITY STATE ZIP CODE | |
| 339 TREASURE LAKE, PA 15801 | | DU BOIS, PA 15801 | |
| DATE OF JUDGMENT | IN THE CASE OF (Plaintiff) | VINCENT DECHURCH, DEBORAH DECHURCH Defendant vs AND MICHELLE DECHURCH | |
| 1/20/03 | DEBORAH E. SKRZYPEK | SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT | |
| CLAIM NO. | CV <input checked="" type="checkbox"/> 0000598-02 LT 19 | Benjamin S. Blakley, III, Esquire | |
| <p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p><i>Signature of Prothonotary or Deputy</i></p> | | | |
| <p>If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p> | | | |

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon DEBORAH E. SKRZYPEK, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 03-172-CJ) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To DEBORAH E. SKRZYPEK, appellee(s)

Name of appellee(s)

- (1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.
- (2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.
- (3) The date of service of this rule if service was by mail is the date of mailing.

Date: February 6, 2003*William A. Shaw*

Signature of Prothonotary or Deputy

FILED
01/30/03
FEB 00 2003
Copies to Atty
William A. Shaw
Prothonotary

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-01

D.J. Name: Hon.

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA
Telephone: (814) 371-5321

15801

VINCENT DECHURCH
339 TREASURE LAKE
DUBOIS, PA 15801

PLAINTIFF:

SKRZYPEK, DEBORAH E
RD 3 BOX 33
TREVON & TRENTON SKRZYPAK
DUBOIS, PA 15801

NAME and ADDRESS

DEFENDANT:

DECHURCH, VINCENT, ET AL.
339 TREASURE LAKE
DUBOIS, PA 15801

VS.

NAME and ADDRESS

Docket No.: CV-0000598-02
Date Filed: 10/09/02



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) SKRZYPEK, DEBORAH E

Judgment was entered against: (Name) DECHURCH, VINCENT

In the amount of \$ 3,071.50 on: (Date of Judgment) 1/20/03

Defendants are jointly and severally liable.

(Date & Time) _____

Damages will be assessed on:

This case dismissed without prejudice.

Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$ _____

| | |
|----------------------|-------------|
| Amount of Judgment | \$ 2,960.00 |
| Judgment Costs | \$ 111.50 |
| Interest on Judgment | \$.00 |
| Attorney Fees | \$.00 |
| Total | \$ 3,071.50 |

| | |
|-----------------------|----------|
| Post Judgment Credits | \$ _____ |
| Post Judgment Costs | \$ _____ |

| | |
|--------------------------|----------|
| Certified Judgment Total | \$ _____ |
|--------------------------|----------|

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

1-20-03 Date Patrick N. Ford - PNF, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

 Date _____, District Justice

My commission expires first Monday of January, 2006 .

SEAL

AOPC 315-03

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

VINCENT DECHURCH
339 TREASURE LAKE
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

SKRZYPEK, DEBORAH E

NAME and ADDRESS

RD 3 BOX 33
TREVON & TRENTON SKRZYPAK
DUBOIS, PA 15801

VS.

DEFENDANT:

DECHURCH, VINCENT, ET AL.
339 TREASURE LAKE
DUBOIS, PA 15801

Docket No.: **CV-0000598-02**
Date Filed: **10/09/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **SKRZYPEK, DEBORAH E**

Judgment was entered against: (Name) **DECHURCH, VINCENT**

in the amount of \$ **3,071.50** on: (Date of Judgment) **1/20/03**

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

| | |
|----------------------|--------------------|
| Amount of Judgment | \$ 2,960.00 |
| Judgment Costs | \$ 111.50 |
| Interest on Judgment | \$.00 |
| Attorney Fees | \$.00 |
| Total | \$ 3,071.50 |

This case dismissed without prejudice.

| | |
|--|----------|
| Post Judgment Credits | \$ _____ |
| Post Judgment Costs | \$ _____ |
| Certified Judgment Total \$ _____ | |

Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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1-20-03 Date Patrick N. Ford - PNF, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, **2006**

SEAL

COURT OF COMMON PLEAS
of Clearfield County
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 03-172-CJ

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

| | | | | |
|--|----------------------------|---|-------|----------|
| NAME OF APPELLANT | | MAG. DIST. NO. OR NAME OF D.J. | | |
| VINCENT DECHURCH, DEBORAH DECHURCH & MICHELLE DECHURCH | | 46-3-01 | | |
| ADDRESS OF APPELLANT | | CITY | STATE | ZIP CODE |
| 339 TREASURE LAKE, | | DU BOIS, | PA | 15801 |
| DATE OF JUDGMENT | IN THE CASE OF (Plaintiff) | | | |
| 1/20/03 | DEBORAH E. SKRZYPEK | | | |
| VINCENT DECHURCH, DEBORAH DECHURCH vs AND MICHELLE DECHURCH | | SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT | | |
| CLAIM NO. | | Benjamin S. Blakley, III, Esquire | | |
| CV 0000598-02 | | | | |
| LT 19 | | | | |
| <p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p> | | | | |
| Signature of Prothonotary or Deputy | | | | |

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

DEBORAH E. SKRZYPEK

Enter rule upon _____, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 03-172-CJ) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To DEBORAH E. SKRZYPEK, appellee(s)

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: February 6, 2003

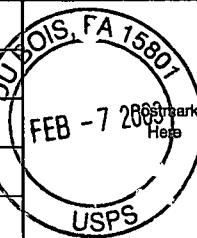


Signature of Prothonotary or Deputy

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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OFFICIAL USE

| | |
|---|---------|
| Postage | \$.37 |
| Certified Fee | 2.30 |
| Return Receipt Fee (Endorsement Required) | 1.75 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 4.42 |



Sent To

Deborah E. Skrzypek Bowers.....
Street, Apt. No.; or PO Box No. R. D. #3, Box 33

City, State, ZIP+4 DuBois, PA 15801

PS Form 3800, January 2001

See Reverse for Instructions

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

■ If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

■ For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".

■ For an additional fee, a UPS postmark on your Certified Mail receipt is required. To obtain Return Receipt service, attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a UPS postmark on your Certified Mail receipt is required. To obtain Return Receipt service, please complete a Return delivery. To obtain Return Receipt service, please attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a UPS postmark on your Certified Mail receipt is required.

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuable pieces, please consider insured or Registered Mail.
- A record of delivery kept by the Postal Service for two years
- A signature upon delivery
- A unique identifier for your mailpiece
- A mailing receipt

Certified Mail Provides:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **SKRZYPEK, DEBORAH E**
NAME and ADDRESS
RD 3 BOX 33
TREVON & TRENTON SKRZYPACK
DUBOIS, PA 15801

VS.
DEFENDANT: **DECHURCH, VINCENT, ET AL.**
NAME and ADDRESS
339 TREASURE LAKE
DUBOIS, PA 15801

Docket No.: **CV-0000598-02**
Date Filed: **10/09/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

03-172-CJ

| |
|--|
| <input checked="" type="checkbox"/> Judgment was entered for: (Name) <u>SKRZYPEK, DEBORAH E</u> |
| <input checked="" type="checkbox"/> Judgment was entered against: (Name) <u>DECHURCH, VINCENT</u> |
| in the amount of \$ <u>3,071.50</u> on: (Date of Judgment) <u>1/20/03</u> |
| <input type="checkbox"/> Defendants are jointly and severally liable. (Date & Time) _____ |
| <input type="checkbox"/> Damages will be assessed on: FILED |
| <input type="checkbox"/> This case dismissed without prejudice. |
| <input type="checkbox"/> Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ <u>William A. Shaw</u> Prethonetary |
| Amount of Judgment <u>\$ 2,960.00</u> Judgment Costs <u>\$ 111.50</u> Interest on Judgment <u>\$.00</u> Attorney Fees <u>\$.00</u> Total <u>\$ 3,071.50</u> |
| Post Judgment Credits <u>\$</u> Post Judgment Costs <u>\$</u> ===== |
| Certified Judgment Total <u>\$</u> |

FILED
M 11/11/03
FEB 11 2003
RJ

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.
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1-20-03 Date Patrick N. Ford - SNF, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, 2006 .

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **SKRZYPEK, DEBORAH E**
NAME and ADDRESS
RD 3 BOX 33
TREVON & TRENTON SKRZYPACK
DUBOIS, PA 15801

VS.
DEFENDANT: **DECHURCH, VINCENT, ET AL.**
NAME and ADDRESS
339 TREASURE LAKE
DUBOIS, PA 15801

Docket No.: **CV-0000598-02**
Date Filed: **10/09/02**



PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT PLTF**

Judgment was entered for: (Name) **SKRZYPEK, DEBORAH E**

Judgment was entered against: (Name) **DECHURCH, DEBORAH**

in the amount of \$ **3,071.50** on: (Date of Judgment) **1/20/03**

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$ _____

| | |
|--------------------------|--------------------|
| Amount of Judgment | \$ 2,960.00 |
| Judgment Costs | \$ 111.50 |
| Interest on Judgment | \$.00 |
| Attorney Fees | \$.00 |
| Total | \$ 3,071.50 |
| Post Judgment Credits | \$ _____ |
| Post Judgment Costs | \$ _____ |
| ===== | |
| Certified Judgment Total | \$ _____ |

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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1-20-03 Date Patrick N. Ford -SNF, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, **2006**.

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

SKRZYPEK, DEBORAH E

NAME and ADDRESS

RD 3 BOX 33
TREVON & TRENTON SKRZYPACK
DUBOIS, PA 15801

VS.

DEFENDANT:

NAME and ADDRESS

DECHURCH, VINCENT, ET AL.
339 TREASURE LAKE
DUBOIS, PA 15801

Docket No.: **CV-0000598-02**
Date Filed: **10/09/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **SKRZYPEK, DEBORAH E**

Judgment was entered against: (Name) **DECHURCH, MICHELLE**

in the amount of \$ **3,071.50** on: (Date of Judgment) **1/20/03**

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

| | |
|----------------------|--------------------|
| Amount of Judgment | \$ 2,960.00 |
| Judgment Costs | \$ 111.50 |
| Interest on Judgment | \$.00 |
| Attorney Fees | \$.00 |
| Total | \$ 3,071.50 |

This case dismissed without prejudice. _____

Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$ _____

| | |
|--------------------------|----------|
| Post Judgment Credits | \$ _____ |
| Post Judgment Costs | \$ _____ |
| ===== | |
| Certified Judgment Total | \$ _____ |

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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1-20-03 Date Patrick N. Ford - Paf, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, **2006**

SEAL

st Street
PA 15801

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

DATE PA

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

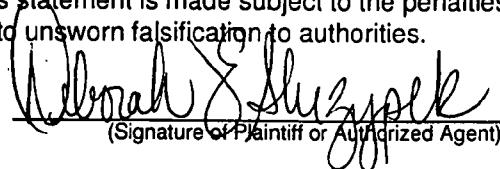
-and-
Michele DeChurch
617 Locust Street
DuBois, PA 15801

| | AMOUNT | DATE PAID |
|---------------|----------|-----------|
| FILING COSTS | \$ _____ | / / |
| SERVING COSTS | \$ _____ | / / |
| TOTAL | \$ _____ | / / |

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 8,000.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Plaintiffs were tenants of Defendants. Plaintiffs rented a home owned by Defendants located at 617 Locust Street, DuBois, Pennsylvania. In October, 2001, without notice to Plaintiffs, Defendants took possession of the premises and prevented Plaintiffs access to same. Defendants are wrongfully in possession of personal property belonging to Plaintiffs that was being stored at 617 Locust Street, DuBois, Pennsylvania. The value of that personal property is \$8,000.00.

I, Deborah E. Skrzypek verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.


(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: Jeffrey S. DuBois, Esq.

Address: 498 Jeffers St., P. O. Box 487

Telephone: 814-371-7768

DuBois, PA 15801

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

CIVIL COMPLAINT

PLAINTIFF:

NAME and ADDRESS

Deborah E. Skrzypek
on behalf of
 Trevor and Trenton Skrzypek
R D. #3, Box 33
DuBois PA VS. 15801

DEFENDANT: NAME and ADDRESS

Vincent DeChurch & Deborah DeChurch
339 Treasure Lake
DuBois, PA 15801

Docket No.: CV 598-02
Date Filed:





OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA



COPY

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

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 03-0172-CD

Deborah E. Skrzypek vs. Vincen Dechurch, et al

Dear Deborah E. Skrzypek.:

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 November 17, 2005.

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,


David S. Meholick
Court Administrator

FILED

SEP 12 2005
William A. Shaw
Prothonotary/Clerk of Courts



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

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 03-0172-CD

Deborah E. Skrzypek vs. Vincen Dechurch, et al

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By the Court,

A handwritten signature in black ink that reads "David S. Meholick".

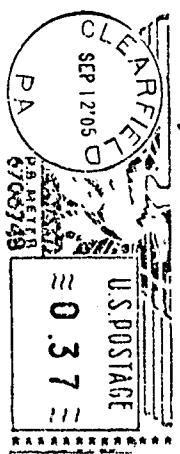
David S. Meholick
Court Administrator

03-172-CD

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

FILED
19.30.05
SEP 19 2005

William A. Shaw
Prothonotary/Clerk of Courts



Deborah E. Skrzypek

RD 3, Box 33

DuBois, PA

INSUFFICIENT ADDRESS
 ATTEMPTED NOT KNOWN
 NO SUCH NUMBER/ STREET
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

RTS
RETURN TO SENDER



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

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SEPTEMBER 12, 2005

RE: 03-0172-CD

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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 black ink, appearing to read "David S. Meholick".
David S. Meholick
Court Administrator

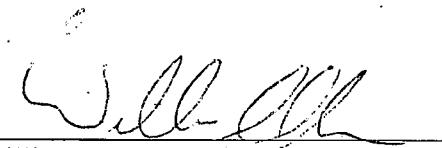
In the Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

In Re: Inactive Case Dismissal

06-01-MD

I, William A. Shaw, hereby certify that notice of termination for the following inactive cases was published in the Clearfield County Legal Journal January 27, 2006, per Rule 230.2:

| | | |
|------------|------------|------------|
| 96-0188-CD | 00-0793-CD | 00-1532-CD |
| 96-1586-CD | 00-0799-CD | 01-0146-CD |
| 98-1317-CD | 00-0822-CD | 01-0237-CD |
| 00-0046-CD | 00-0823-CD | 01-1030-CD |
| 00-0143-CD | 00-0992-CD | 01-1869-CD |
| 00-0203-CD | 00-1019-CD | 02-0373-CD |
| 00-0533-CD | 00-1061-CD | 02-0374-CD |
| 00-0543-CD | 00-1062-CD | 02-1300-CD |
| 00-0567-CD | 00-1078-CD | 02-1308-CD |
| 00-0629-CD | 00-1085-CD | 02-1610-CD |
| 00-0732-CD | 00-1220-CD | 03-0091-CD |
| 00-0756-CD | 00-1264-CD | 03-0138-CD |
| 00-0760-CD | 00-1321-CD | 03-0172-CD |
| 00-0768-CD | 00-1372-CD | 03-1148-CD |
| 00-0782-CD | 00-1386-CD | 03-1176-CD |
| 00-0791-CD | 00-1492-CD | |


William A. Shaw, Prothonotary

FILED

MAY 04 2006

William A. Shaw
Prothonotary/Clerk of Courts

In the Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

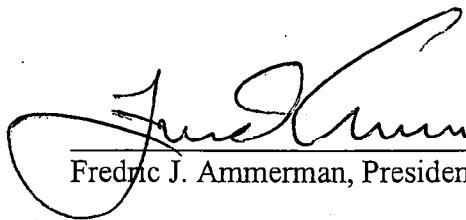
In Re: Inactive Case Dismissal

06-01-MD

NOW, this 3rd day of May, 2006, the Court hereby directs the Prothonotary to terminate the following cases for inactivity, per Rule 230.2:

| | | |
|------------|------------|------------|
| 96-0188-CD | 00-0793-CD | 00-1532-CD |
| 96-1586-CD | 00-0799-CD | 01-0146-CD |
| 98-1317-CD | 00-0822-CD | 01-0237-CD |
| 00-0046-CD | 00-0823-CD | 01-1030-CD |
| 00-0143-CD | 00-0992-CD | 01-1869-CD |
| 00-0203-CD | 00-1019-CD | 02-0373-CD |
| 00-0533-CD | 00-1061-CD | 02-0374-CD |
| 00-0543-CD | 00-1062-CD | 02-1300-CD |
| 00-0567-CD | 00-1078-CD | 02-1308-CD |
| 00-0629-CD | 00-1085-CD | 02-1610-CD |
| 00-0732-CD | 00-1220-CD | 03-0091-CD |
| 00-0756-CD | 00-1264-CD | 03-0138-CD |
| 00-0760-CD | 00-1321-CD | 03-0172-CD |
| 00-0768-CD | 00-1372-CD | 03-1148-CD |
| 00-0782-CD | 00-1386-CD | 03-1176-CD |
| 00-0791-CD | 00-1492-CD | |

BY THE COURT:


Fredric J. Ammerman, President Judge

FILED
MAY 04 2006
William A. Shaw
Prothonotary/Clerk of Courts

1cc CJA

1cc MDJS

Ford, Ireland, Rudella

2003-173-CD
DEBORAH E. SKRZYPEK VS VINCENT DECHURCH ETAL

COURT OF COMMON PLEAS
of Clearfield County
JUDICIAL DISTRICT

419th

NOTICE OF APPEAL

FROM
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

03-173-CJ

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

| | | | |
|--|--|--|--|
| NAME OF APPELLANT | | MAG. DIST. NO. OR NAME OF D.J. | |
| VINCENT DECHURCH, DEBORAH DECHURCH & MICHELLE DECHURCH | | 46-3-01 | |
| ADDRESS OF APPELLANT | | CITY STATE ZIP CODE | |
| 339 TREASURE LAKE, DATE OF JUDGMENT | | DUI BOTS, PA 15801 | |
| 1/20/03 | | VINCENT DECHURCH, DEBORAH DECHURCH vs AND MICHELLE DECHURCH | |
| CLAIM NO. | | IN THE CASE OF (Plaintiff) DEBORAH E. SKRZYPEK | |
| CV 15XX 0000599-02 LT 19 | | SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT Benjamin S. Blakley, III, Esquire | |
| <p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p> | | | |
| Signature of Prothonotary or Deputy | | | |

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon DEBORAH E. SKRZYPEK, appellee(s), to file a complaint in this appeal
(Name of appellee(s))
(Common Pleas No. 03-173-CJ) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To DEBORAH E. SKRZYPEK, appellee(s)
(Name of appellee(s))

- (1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.
- (2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.
- (3) The date of service of this rule if service was by mail is the date of mailing.

Date: February 6, 2003

Signature of Prothonotary or Deputy

FILED 
 01/15/03
 FEB 06 2003
 Atty Blakley
 rd. 85.00
 Copies to Atty
 William A. Shaw
 Prothonotary

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

D.J. Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PATelephone: **(814) 371-5321****15801****VINCENT DECHURCH**
339 TREASURE LAKE
DUBOIS, PA 15801**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

SKRZYPEK, DEBORAH E
RD 3 BOX 33
TREVON & TRENTON SKRZYPAK
DUBOIS, PA 15801

NAME and ADDRESS

DEFENDANT:

DECHURCH, VINCENT, ET AL.
339 TREASURE LAKE
DUBOIS, PA 15801

VS.

NAME and ADDRESS

Docket No.: **CV-0000599-02**
Date Filed: **10/09/02****THIS IS TO NOTIFY YOU THAT:**

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **SKRZYPEK, DEBORAH E**

Judgment was entered against: (Name) **DECHURCH, VINCENT**

in the amount of \$ **7,726.50** on: (Date of Judgment) **1/20/03**

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

| | |
|--|--------------------|
| Amount of Judgment | \$ 7,615.00 |
| Judgment Costs | \$ 111.50 |
| Interest on Judgment | \$.00 |
| Attorney Fees | \$.00 |
| Total | \$ 7,726.50 |
| Post Judgment Credits | \$ _____ |
| Post Judgment Costs | \$ _____ |
| Certified Judgment Total \$ _____ | |

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL. EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

1-20-03 Date **Patrick N. Ford PNF**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, 2006 .

SEAL

AOPC 315-03

COURT OF COMMON PLEAS
of Clearfield County
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 03-173-CJ

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

| | | | |
|--|---|---|-------|
| NAME OF APPELLANT | | MAG. DIST. NO. OR NAME OF D.J. | |
| VINCENT DECHURCH, DEBORAH DECHURCH & MICHELLE DECHURCH | | 46-3-01 | |
| ADDRESS OF APPELLANT | | CITY | STATE |
| 339 TREASURE LAKE, | | DU BOIS, | PA |
| DATE OF JUDGMENT | IN THE CASE OF (Plaintiff) | VINCENT DECHURCH, DEBORAH DECHURCH vs AND MICHELLE DECHURCH | |
| 1/20/03 | DEBORAH E. SKRZYPEK | Defendant | |
| CLAIM NO. | SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT | | |
| CV 10X 0000599-02 | Benjamin S. Blakley, III, Esquire | | |
| LT 19 | L | | |
| <p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> | | <p>If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p> | |
| Signature of Prothonotary or Deputy | | | |

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

| | | |
|---|---------------------|--|
| Enter rule upon | DEBORAH E. SKRZYPEK | appellee(s) to file a complaint in this appeal |
| | | Name of appellee(s) |
| (Common Pleas No. <u>03-173-CJ</u>) | | within twenty (20) days after service of rule or suffer entry of judgment of non pros. |
| Signature of appellant or his attorney or agent | | |

RULE: To DEBORAH E. SKRZYPEK, appellee(s)
Name of appellee(s)

- (1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.
- (2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.
- (3) The date of service of this rule if service was by mail is the date of mailing.

Date: February 6, 2003Will Blakley

Signature of Prothonotary or Deputy

3/20/04

EG
G

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

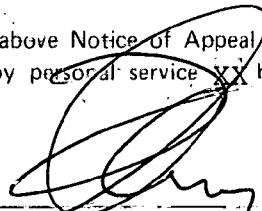
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 03-173-C, upon the District Justice designated therein on (date of service) February 7, 2003 by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Deborah E. Skrzypek on February 7, 2003 by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on February 7, 2003 by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS 7th DAY OF February, 2003


Signature of affiant
Benjamin S. Blakley, III, Esquire

Susan M. Scales
Signature of official before whom affidavit was made

Notary Public

Title of official

My commission expires on April 14, 2003

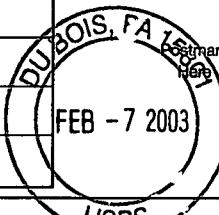
Notarial Seal
Susan M. Scales, Notary Public
DuBois, Clearfield County
My Commission Expires Apr. 14, 2003

**U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)**

(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

| | | |
|------|---|---------|
| 2176 | Postage | \$.37 |
| | Certified Fee | 12730 |
| 9000 | Return Receipt Fee (Endorsement Required) | 1.75 |
| 0000 | Restricted Delivery Fee (Endorsement Required) | |
| 0 | Total Postage & Fees | \$ 4.42 |



Sent To **Deborah E. Skrzypek Bowers** **USPS**
Street, Apt. No.;
or PO Box No. **R. D. #3, Box 33**
City, State, ZIP+4 **DuBois, PA 15801**

See Reverse for Instructions

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

If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".

For an additional fee, a delivery receipt may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Delivery to Addressee".

For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 381) to the article and add applicable postage to cover the fee. Endorse "Return Receipt Required" on your Certified Mail receipt. To receive a fee waiver for a duplicate return receipt, a UPS postmark on your Certified Mail receipt is required.

NO INSURANCE COVERAGE IS PROVIDED. With Certified Mail, for valuable articles, please consider insured or Registered Mail.

Certified Mail is not available for any class of international mail.

Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.

Important Reminders:

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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:

SKRZYPEK, DEBORAH E
RD 3 BOX 33
TREVON & TRENTON SKRZYPAK
DUBOIS, PA 15801

VS.

DEFENDANT:

DECHURCH, VINCENT, ET AL.
339 TREASURE LAKE
DUBOIS, PA 15801

Docket No.: **CV-0000599-02**
Date Filed: **10/09/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

03-173-CJ

Judgment was entered for: (Name) SKRZYPEK, DEBORAH E

Judgment was entered against: (Name) DECHURCH, VINCENT

in the amount of \$ 7,726.50 on: (Date of Judgment) 1/20/03

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. **FILED**
*M/11/11/03
FEB 11 2003
WAS*

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

| | |
|--------------------------|--------------------|
| Amount of Judgment | \$ <u>7,615.00</u> |
| Judgment Costs | \$ <u>111.50</u> |
| Interest on Judgment | \$ <u>.00</u> |
| Attorney Fees | \$ <u>.00</u> |
| Total | \$ <u>7,726.50</u> |
| Post Judgment Credits | \$ _____ |
| Post Judgment Costs | \$ _____ |
| <hr/> | |
| Certified Judgment Total | \$ _____ |

*William A. Shaw
Prothonotary*

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

1-20-03 Date Patrick N. Ford - PNF, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, 2006 .

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **SKRZYPEK, DEBORAH E**
NAME and ADDRESS
RD 3 BOX 33
TREVON & TRENTON SKRZYPAK
DUBOIS, PA 15801

DEFENDANT: **DECHURCH, VINCENT, ET AL.**
NAME and ADDRESS
339 TREASURE LAKE
DUBOIS, PA 15801



Docket No.: **CV-0000599-02**
Date Filed: **10/09/02**

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **SKRZYPEK, DEBORAH E**

Judgment was entered against: (Name) **DECHURCH, DEBORAH**

in the amount of \$ **7,726.50** on: (Date of Judgment) **1/20/03**

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$ _____

| | |
|----------------------|--------------------|
| Amount of Judgment | \$ 7,615.00 |
| Judgment Costs | \$ 111.50 |
| Interest on Judgment | \$.00 |
| Attorney Fees | \$.00 |
| Total | \$ 7,726.50 |

| | |
|--------------------------|----------|
| Post Judgment Credits | \$ _____ |
| Post Judgment Costs | \$ _____ |
| ===== | |
| Certified Judgment Total | \$ _____ |

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

1-20-03 Date Patrick N. Ford - PAF, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, **2006**

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: SKRZYPEK, DEBORAH E NAME and ADDRESS
RD 3 BOX 33
TREVON & TRENTON SKRZYPAK
DUBOIS, PA 15801
VS.
DEFENDANT: DECHURCH, VINCENT, ET AL. NAME and ADDRESS
339 TREASURE LAKE
DUBOIS, PA 15801

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

Docket No.: **CV-0000599-02**
Date Filed: **10/09/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) SKRZYPEK, DEBORAH E

Judgment was entered against: (Name) DECHURCH, MICHELLE

in the amount of \$ 7,726.50 on: (Date of Judgment) 1/20/03

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$ _____

| | |
|----------------------|--------------------|
| Amount of Judgment | \$ <u>7,615.00</u> |
| Judgment Costs | \$ <u>111.50</u> |
| Interest on Judgment | \$ <u>.00</u> |
| Attorney Fees | \$ <u>.00</u> |
| Total | \$ <u>7,726.50</u> |

| | |
|--------------------------|----------|
| Post Judgment Credits | \$ _____ |
| Post Judgment Costs | \$ _____ |
| ===== | |
| Certified Judgment Total | \$ _____ |

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

1-20-03 Date Patrick N. Ford - PNF, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, **2006**

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

CIVIL COMPLAINT

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: 309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801
Telephone: (814) 371-5321

15801

-and-

Michele DeChurch
617 Locust Street
DuBois, PA 15801

PLAINTIFF:

NAME and ADDRESS

Deborah E. Skrzypek
R D #3 Box 33
DuBois, PA 15801

VS.

DEFENDANT:

NAME and ADDRESS

Vincent DeChurch & Deborah DeChurch
339 Treasure Lake
DuBois, PA 15801

Docket No.: CV 599-02
Date Filed:

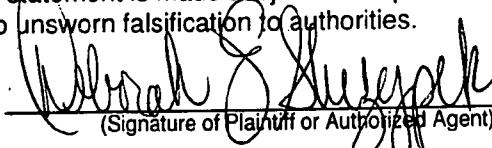


| | AMOUNT | DATE PAID |
|---------------|----------|-----------|
| FILING COSTS | \$ _____ | / / |
| SERVING COSTS | \$ _____ | / / |
| TOTAL | \$ _____ | / / |

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 8,000.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Plaintiffs were tenants of Defendants. Plaintiffs rented a home owned by Defendants located at 617 Locust Street, DuBois, Pennsylvania. In October, 2001, without notice to Plaintiffs, Defendants took possession of the premises and prevented Plaintiffs access to same. Defendants are wrongfully in possession of personal property belonging to Plaintiffs that was being stored at 617 Locust Street, DuBois, Pennsylvania. The value of that personal property is \$8,000.00.

I, Deborah E. Skrzypek verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.


(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: Jeffrey S. DuBois, Esq. Address: 498 Jeffers St., P. O. Box 487

Telephone: 814-371-7768 DuBois, PA 15801

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DEBORAH E. SKRZYPEK, now by
marriage DEBORAH H. BOWERS,
Plaintiff

No. 03-173-CD

vs.

VINCENT DECHURCH, DEBORAH
DECHURCH and MICHELLE
DECHURCH,

Defendants

Type of Pleading:

**COMPLAINT IN A
CIVIL ACTION**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

S. Casey Bowers, Esquire
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

FILED

FEB 26 2003

William A. Shaw
Prothonotary

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

DEBORAH E. SKRZYPEK, now by
marriage DEBORAH E. BOWERS,
Plaintiff

vs.

No. 03-173-CD

VINCENT DECHURCH, DEBORAH
DECHURCH and MICHELLE
DECHURCH,
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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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.

Prothonotary of Jefferson County
Jefferson County Courthouse
Main Street
Brookville, PA 15825
(814) 849-1607

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

DEBORAH E. SKRZYPEK, now by
marriage DEBORAH E. BOWERS,
Plaintiff

vs.

No. 03-173-CD

VINCENT DECHURCH, DEBORAH
DECHURCH and MICHELLE
DECHURCH,
Defendants

COMPLAINT IN A CIVIL ACTION

AND NOW, comes the Plaintiff, DEBORAH E. SKRZYPEK, now by
marriage, DEBORAH E. BOWERS, by and through her attorneys,
HANAK, GUIDO AND TALADAY, who files this Complaint and in
support thereof avers the following:

1. Plaintiff, DEBORAH E. SKRZYPEK, now by marriage,
DEBORAH E. BOWERS, is an adult individual who resides at R.D. #3,
Box 33, DuBois, Clearfield County, Pennsylvania, 15801.
2. Defendants, VINCENT DECHURCH and DEBORAH
DECHURCH, husband and wife, are adult individuals who reside at 339
Treasure Lake, DuBois, Clearfield County, Pennsylvania, 15801.
3. Defendant, MICHELLE DECHURCH, is an adult individual who
resides at 617 Locust Street, DuBois, Clearfield County, Pennsylvania,
15801.
4. Defendants, VINCENT DECHURCH and DEBORAH
DECHURCH owned the residence located at 617 Locust Street,

DuBois, Clearfield County, Pennsylvania (the "Subject Residence") until August, 2001, when they conveyed the Subject Residence to their daughter, MICHELLE DECHURCH.

5. Defendant, MICHELLE DECHURCH, has owned the subject residence since August, 2001, to the present.

6. In October, 1998, Plaintiff, DEBORAH E. BOWERS, entered into a written agreement with Defendants, VINCENT DECHURCH and DEBORAH DECHURCH to lease the subject residence. A copy of this Lease Agreement is not attached as Plaintiff believes it was lost, destroyed or otherwise converted by Defendants. The material terms of the Lease Agreement were as follows:

(a) Monthly rent was \$300.00;

(b) The term of the Lease was for one year and it was renewal at the option of Plaintiff up to 5 times;

(c) Plaintiff had the option to buy the subject premises for \$51,000.00 with the balance of the rent then paid being applied against that purchase price.

7. This Agreement was modified several times by the parties at the request of Defendant, VINCENT DECHURCH.

8. Except as set forth below, Plaintiff made all payments as requested by Defendants.

9. In August, 2001, Defendants, VINCENT DECHURCH and DEBORAH DECHURCH, conveyed the Subject Residence to their daughter, Defendant, MICHELLE DECHURCH.

10. This conveyance was done without any prior notice to Plaintiff.

11. By letter dated September 26, 2001, Defendant, MICHELLE DECHURCH, informed Plaintiff that she had 30 days to find a new home, move all her and her child's belongings, and vacate the Subject Residence. This letter is attached and marked as Exhibit "A".

12. Plaintiff agreed to find alternative housing but refused to make further payments to Defendants.

13. Plaintiff did find alternative housing and had moved a substantial portion of her and her children's belongings out of the Subject Residence by the deadline set by Defendants.

14. Plaintiff realized that she would not be able to be completely moved out by the deadline date given by Defendants. As such, Plaintiff called Defendants, VINCENT DECHURCH and DEBORAH DECHURCH, and asked for an additional two (2) weeks to move her belongings out of the Subject Residence and properly clean the Subject Residence.

15. Defendants initially agreed to this two week extension.

16. However, a few days after agreeing to this extension, without notice to Plaintiff, Defendants stopped electrical service to the Subject Residence.

17. Defendants then changed the locks and posted no trespassing signs in and around the Subject Residence.

18. Defendants thus prevented Plaintiff from entering the house to retrieve her and her children's belongings.

19. Plaintiff demanded by letter that Defendants allow her access to the Subject Residence so she could retrieve her belongings. This letter is attached and marked as Exhibit "B".

20. Defendants did not respond to this request until Defendants filed suit in District Justice Ford's Office.

21. On or about January 19, 2003, Defendants did grant Plaintiff access to the Subject Premises. Plaintiff was able to retrieve some of her belongings.

22. However, not all of Plaintiff's belongings were there and available to her. A list of Plaintiff's property that was not returned to her is attached as Exhibit "C".

COUNT ONE
Conversion

23. Paragraphs 1 through 22 are incorporated herein as though the same were set forth more fully herein.

24. Defendants knew that the personal property left at the Subject Residence belonged to Plaintiff.

25. Defendants have converted this property to their own use.

26. Plaintiff believes that Defendants have thrown some of Plaintiff's property away while utilizing other items for their own use.

27. As a result of Defendants' wrongful acts, Plaintiff has been deprived of the possession, control, and enjoyment of her personal property which a replacement cost of \$9,945.00.

WHEREFORE, Plaintiff demands judgment against Defendants in an amount not to exceed the amount awardable by a Board of Arbitrators.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:

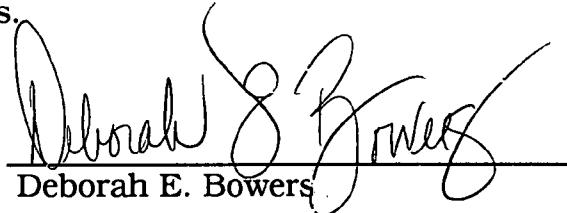


S. Casey Bowers
Attorney for Plaintiff

VERIFICATION

I, DEBORAH E. BOWERS, verify that the statements in the foregoing Complaint in a Civil Action are true and correct to the best of my knowledge, information and belief.

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



A handwritten signature in black ink, appearing to read "Deborah E. Bowers", is written over a horizontal line. The signature is fluid and cursive, with "Deborah" on the left and "E. Bowers" on the right.

Michelle R. DeChurch

P. O. Box 166

DuBois, P.A. 15801.

September 26, 2001.

Deborah Skryzpek

617 Locust Street

DuBois, P.A. 15801.

Debbie,

Since I have assumed the mortgage and now have ownership of 617 Locust Street, I would appreciate moving into my house as of November 1, 2001. Please send October's rent of \$288⁰⁰ to my post office box. Also, I know you will out of common courtesy to my parents, to please leave the house and yard in the excellent condition in which you moved into it back in October of 1998.

Sincerely,

Michelle DeChurch

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Nicole Hanak Bankovich
Jeffrey S. DuBois

Telephone: (814) 371-7768
Fax: (814) 371-1974

December 31, 2001

498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

**Michele DeChurch
P. O. Box 166
DuBois, PA 15801**

Dear Ms. DeChurch:

Please be advised that my office represents the interests of a Ms. Debra Skrzypek.

Ms. Skrzypek recently relayed to me various issues which arose during the time when she was residing at your residence and the events which occurred last month.

Specifically she informed me that she was locked out of the premises on or about November 7th of this year while a number of her personal property was still located in the residence. Additionally, some items were thrown outside of the house but because of their location underneath the house, she is unable to get to them at the present time.

Because of the fact the prior agreement she had with the previous owner, Ms. Skrzypek believes that she is wrongfully being excluded from the residence. In an effort for an amicable resolution, however, Ms. Skrzypek at this time is only desirous of obtaining the remaining items in the residence. Therefore, can you please contact me as soon as possible so that we may coordinate a time where Ms. Skrzypek can retrieve the remaining items of her personal property and hopefully avoid unnecessary litigation.

Thank you for your attention to this matter.

Sincerely,



Jeffrey S. DuBois

JSD/bab
cc: Debbie Skrzypek

EXHIBIT "C"

| | |
|-----------------------------|----------|
| Shop Vac | \$ 50.00 |
| Phantom Vacuum | 320.00 |
| Full Length wool coats (3) | 600.00 |
| Vanity | 100.00 |
| Cradle | 60.00 |
| Home Interior Pictures | 500.00 |
| Large Brass Mirror | 125.00 |
| Unicorn ltd. ed. | 300.00 |
| Weed Eater | 150.00 |
| Christmas Decorations | 100.00 |
| Silk Flowers | 60.00 |
| Floor Scrubber | 150.00 |
| Longaberger Baskets | 900.00 |
| Golf Clubs (3 sets w/bags) | 800.00 |
| LP record albums (40) | 400.00 |
| Baby bottle bank | 150.00 |
| Jars of change | 200.00 |
| Wool Suits (10) | 2,000.00 |
| Wool Sweaters (2) | 80.00 |
| Black and White winter coat | 95.00 |
| Misc. clothes | 700.00 |
| Pots and pans | 200.00 |
| Kitchen utensils | 100.00 |

| | |
|------------------------------|---------------|
| Handheld mixer | 25.00 |
| Handheld blender | 25.00 |
| Cappuccino machine | 75.00 |
| Vegetable steamer | 50.00 |
| Books | 100.00 |
| Exercise equipment | 100.00 |
| Official NFL Raiders jacket | 180.00 |
| Hand tools | 150.00 |
| Dresser | 100.00 |
| Antique trunk | 150.00 |
| Area rug | 150.00 |
| Hallmark Christmas ornaments | <u>200.00</u> |
| Total | \$9,945.00 |

Also:

| | |
|-----------------------------|-----------------|
| Family picture album | not replaceable |
| Pictures of deceased mother | not replaceable |

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13755

SKRZYPEK, DEBORAH E. n/b/m DEBORAH H. BOWERS

03-173-CD

VS.

DECHURCH, VINCENT; DEBORAH; MICHELLE

COMPLAINT

SHERIFF RETURNS

**NOW MARCH 10, 2003 AT 2:30 PM EST SERVED THE WITHIN COMPLAINT ON
VINCENT DECHURCH, DEFENDANT AT RESIDENCE, 339 TREASURE LAKE,
DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO VINCENT DECHURCH
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO
HIM THE CONTENTS THEREOF.**

SERVED BY: COUDRIET/RYEN

**NOW MARCH 10, 2003 AT 2:30 PM EST SERVED THE WITHIN COMPLAINT ON
DEBORAH DECHURCH, DEFENDANT AT RESIDENCE, 339 TREASURE LAKE,
DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO VINCENT
DECHURCH, HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT
AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

SERVED BY: COUDRIET/RYEN

**NOW MARCH 10, 2003 AT 12:30 PM EST SERVED THE WITHIN COMPLAINT ON
MICHELLE DECHURCH, DEFENDANT AT RESIDENCE, 339 TREASURE LAKE,
DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO VINCENT
DECHURCH, FATHER, A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

SERVED BY: COUDRIET/RYEN

Return Costs

| Cost | Description |
|-------|-----------------------------|
| 42.72 | SHFF. HAWKINS PD. BY: ATTY. |
| 30.00 | SURCHARGE PAID BY: ATTY. |

FILED *NO*
03/11/01 *Q* *CC*
APR 01 2003 *WJD*

**William A. Shaw
Prothonotary**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13755

SKRZYPEK, DEBORAH E. n/b/m DEBORAH H. BOWERS

03-173-CD

VS.

DECHURCH, VINCENT; DEBORAH; MICHELLE

COMPLAINT

SHERIFF RETURNS

Sworn to Before Me This

So Answers,

17 Day Of April 2003
Will Shaw BS

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

Chester Hawkins
by Marley Haskins
Chester A. Hawkins
Sheriff

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

DEBORAH E. SKRZYPEK, now by : No. 03-173-CD
marriage, DEBORAH H. BOWERS, :
Plaintiff, : TYPE OF CASE: CIVIL
vs. : TYPE OF PLEADING: ANSWER
VINCENT DeCHURCH, DEBORAH : TO PLAINTIFF'S COMPLAINT IN CIVIL
DeCHURCH and MICHELLE : ACTION AND COUNTERCLAIM
DeCHURCH, : FILED ON BEHALF OF:
Defendants. : Defendants
: COUNSEL OF RECORD FOR THIS
: PARTY:
: BENJAMIN S. BLAKLEY, III, ESQUIRE
: SUPREME COURT NO.: 26331
: BLAKLEY & JONES
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

APR 14 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

DEBORAH E. SKRZYPEK, now by :
marriage, DEBORAH H. BOWERS, :
: Plaintiff, :
: :
vs. : No. 03-173-CD
: :
VINCENT DeCHURCH, DEBORAH :
DeCHURCH and MICHELLE :
DeCHURCH, :
:

ANSWER TO PLAINTIFF'S COMPLAINT
CIVIL ACTION AND COUNTERCLAIM

AND NOW, comes the Defendants, **VINCENT DeCHURCH, DEBORAH DeCHURCH**, and **MICHELLE DeCHURCH** by and through their attorneys, **BLAKLEY & JONES**, and answers the Plaintiff's Complaint in a civil action as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted
5. Admitted.
6. Admitted that the Plaintiff and Defendants, VINCENT DeCHURCH and DEBORAH DeCHURCH, entered into a written Lease regarding the subject premises; however, it is denied that the Defendants destroyed or otherwise converted the said Lease, and on the contrary, it is averred that the Plaintiff retained the original and copy of the said Lease Agreement with the intent to have

her signature notarized and never returned the same to the Defendants. With regard to the further averments of paragraph 6 of Plaintiff's Complaint, the material terms as set forth by the Plaintiff are admitted; however, it is further averred that the parties did agree that the Plaintiff, in addition to the payment of monthly rent, was to pay for all maintenance at the subject property, all utilities incurred in her uses of subject property, all homeowner's insurance payments due insuring the subject property, real estate taxes, and all other expenses arising from her use of the subject property.

7. It is admitted that the Agreement was modified by the parties; however, it is denied that the said modification was at the request of the Defendants, and on the contrary, it is averred that any modification was at the request of the Plaintiff, such modification being that the Plaintiff would pay the mortgage payment for which the Defendants were obligated to the United States Department of Agriculture, Farmer's Home Administration in the amount of \$288.00 per month, along with an additional \$12.00 per month to be applied toward the Defendant's homeowner's insurance premium obligation.

8. Denied, and on the contrary, it is averred that the Plaintiff became in continuous default of the amounts due to the Defendants and United States Department of Agriculture, Farmer's Home Administration, for a period of eleven (11) months. Further, the Plaintiff failed to pay for water service to the subject premises, failed to pay for the repair of the furnace to the subject property, failed to pay the borrower's insurance premium, failed to pay real estate taxes for the years 1999, 2000, 2001 and further failed to pay late fees toward or against the mortgage payments due the United States Department of Agriculture, Farmer's Home Administration.

9. Admitted

10. It is denied that the conveyance was done without prior notice of the Plaintiff, and on

the contrary, it is averred that the Plaintiff had notice of Defendants' intent to convey their subject property to the Defendant, MICHELLE DeCHURCH.

11. Admitted

12. Admitted, and it is further averred that the Plaintiff's refusal to make further payments to the Defendants was a material breach of her written and oral obligations to the Defendants.

13. Admitted

14. It is denied that the Plaintiff asked for an additional two (2) weeks to remove her belongings out of the subject residence and properly clean the same, and on the contrary, it is averred that the Plaintiff asked for an additional two (2) days to remove her belongings out of the subject residence and the same was granted by the Defendants.

15. Denied, and on the contrary, it is averred that the Defendants agreed to a two (2) day extension.

16. It is denied that the Defendants stopped the electrical service to the subject residence and on the contrary, it is averred that the electrical service to the subject property was terminated by General Public Utilities (GPU) as a result of the Plaintiff's failure to pay for electrical services supplied to the subject premises.

17. It is denied that the Defendants changed the locks to the subject premises; however, it is admitted that No Trespassing Signs were placed in and around the subject residence as the Defendants retained the keys to the subject premises yet allowed the doors to the subject premises to remain open causing the Defendants to attempt to secure the subject premises with the use of No Trespassing Signs.

18. Denied, and on the contrary, it is averred that the Plaintiff was in sole possession of the

keys to the subject premises which would permit her to enter the house and retrieve her children's belongings.

19. Admitted.

20. Denied, and on the contrary, it is averred that the Defendants informed the Plaintiff that she could retrieve her belongings from the subject premises; however, the Plaintiff refused to do so.

21. Admitted.

22. Denied, and on the contrary, it is averred that all Plaintiff's belongings which were left in the subject premises have continued to remain in the subject premises and were available for her to retrieve. With regard to the list of the Plaintiff's property, attached is Exhibit C, after reasonable investigation the Defendants are unable to determine the truth or falsity of the contents of said list and therefore deny the same and demand strict proof thereof at trial.

COUNT I - CONVERSION

23. Requires no answer.

24. It is admitted that the Defendants knew that personal property left at the subject residence belonged to the Plaintiff; however, it is denied that the personal property left at the subject residence was anything more than refuse and of little or no value.

25. Denied, and on the contrary, it is averred that the Defendants have at all times permitted the Plaintiff to retrieve her personal property from the subject residence but the Plaintiff has failed and refused to do so.

26. It is admitted that the Defendants have thrown away some of the garbage or other refuse left by the Plaintiff at the subject premises; however, it is denied that the Defendants have utilized any of the items left in the said premises for their own use as the Defendants have no use for the

garbage or other refuse left by the Plaintiff.

27. It is denied that the acts of the Defendants in any manner were wrongful or deprived the Plaintiff of possession, control and enjoyment of any personal property, and on the contrary it is averred that the Plaintiff has at all times had access or has been permitted access to her subject property, but has failed and refused to remove the same. With regard to the replacement costs of said property, after reasonable investigation, the Defendants are unable to determine the truth or falsity of the said allegation or replacement cost and therefore deny the same and demand strict proof thereof at trial.

WHEREFORE, the Defendants respectfully request this Honorable Court dismiss the Plaintiff's Complaint.

NEW MATTER

28. Defendants incorporate by reference their answers to paragraphs 1 through 27 to Plaintiff's Complaints as fully set forth herein

29. Subsequent to the parties entering into a written Lease Agreement, the said Lease was modified by the parties so as to require the Plaintiff, in lieu of \$300.00 per month rent, to pay to the United States Department of Agriculture, Farmer's Home Administration, the sum of \$288.00 representing the mortgage obligation of the Defendants, **VINCENT DeCHURCH** and **DEBORAH DeCHURCH**, and further to pay to the said **VINCENT DeCHURCH** and **DEBORAH DeCHURCH** the sum of \$12.00 per month to be applied toward the Defendants' homeowner's insurance premium. In addition, the parties agreed that as additional rent, Plaintiff would pay all utility payments, homeowner's insurance premiums, real estate taxes, maintenance costs, and other expenses incurred as a result of her residence in the premises.

30. Contrary to the agreement of the parties, the Plaintiff failed to pay mortgage payments to the United States Department of Agriculture, Farmer's Home Administration for payments for the months of June and December of 1999, and January, February, March, April, June, July, August, September and October of 2000. As a further default in her rental obligations, the Plaintiff failed to pay water bills incurred in the subject premises in the amount of \$98.02, repairs to the furnace in the amount of \$150.00, real estate taxes for the years, 1999, 2000, and 2001, and electrical service to GPU Energy.

31. As a result of the Plaintiff's failure to pay those amounts agreed upon by the parties, the Plaintiff was requested to terminate her residency in the subject premises on or before November 1, 2001. During the latter part of October, 2001, the Plaintiff requested of the Defendants an additional one (1) week in order to remove her belongings out of the subject residence, which request was granted by the Defendants. The Plaintiff did terminate her residence in the subject premises at the conclusion of the first week of November, 2001.

32. At the time of her termination of her residency in the subject premises, the Plaintiff failed to return her keys to the subject premises to the Defendants and failed to remove her belongings from the subject premises.

33. During her residency in the subject premises, the Plaintiff caused severe damage to the subject premises said damage including but not being limited to damage to a hot tub located in the demised premises, damage to the flooring in the second floor bathroom, damage to the siding on the subject premises, and permitting the accumulation of garbage and other significant debris to the subject premises. Further, during her residency in the subject premises, the furnace heating the subject premises became in disrepair and failed to be in working condition at the conclusion of the

Plaintiff's tenancy in the subject premises.

34. As a result of the Plaintiff's failure to make payments on the mortgage due to the United States Department of Agriculture, Farmer's Home Administration, the Defendants incurred late fees and other charges as called for by the their mortgage obligation with the United States Department of Agriculture, Farmer's Home Administration.

COUNTERCLAIM

AND NOW comes, Defendants/Counter-Plaintiffs, **VINCENT DeCHURCH, DEBORAH DeCHURCH, and MICHELLE DeCHURCH**, and file the following Counterclaim against the Plaintiff/Counter-Defendant, **DEBORAH E. SKRZYPEK**, now known as **DEBORAH H. BOWERS**, of which the following is a statement:

35. Defendants/Counter-Plaintiffs incorporate by reference their answers to paragraphs 1 through 27 of the Plaintiff's Complaint in paragraphs 28 through 34 of their new matter as if fully set forth herein.

36. As a result of the failure of the Plaintiff/Counter-Defendant to pay to the United States Department of Agriculture those sums as agreed upon between the parties in their modification to their lease agreement, the Defendants/Counter-Plaintiffs became obligated to the United States Department of Agriculture, Farmers Home Administration in the amount of \$3,168.00 along with late fees of \$1,100.00 for a total of \$4268.00.

37. At the time the Plaintiff/Counter-Defendant terminated her residency in the subject premises, there was due and owing to the City of DuBois for water service, \$98.02 for which the Defendants/Counter-Plaintiffs became obligated to pay in order to maintain water service to the subject premises. A copy of the billing from the City of DuBois is attached hereto and marked

Defendants/Counter-Plaintiffs' Exhibit "A".

38. Contrary to the modified agreement of the parties, the Plaintiff/Counter-Defendant failed to pay homeowners insurance premiums for the periods of 06/04/1999 to 06/04/2000, 06/04/2000 to 06/04/2001 and 06/04/2001 to the conclusion of her tenancy for which the Defendants/Counter-Plaintiffs became obligated to State Farm Insurance Company in the amount of \$597.00. Correspondence from the State Farm Insurance Company dated November 6, 2002, is attached hereto and marked Defendants/Counter-Plaintiffs' Exhibit "B".

39. Contrary to the modified agreement of the parties, the Plaintiff/Counter-Defendant failed to pay Real Estate Taxes upon the subject premises, thereby, causing the Defendants/Counter-Plaintiffs to become indebted to the United States Department of Agriculture, Farmer's Home Administration in the sum of \$3,373.01. A copy of the correspondence with the United States Department of Agriculture to the Defendants/Counter-Plaintiffs is attached hereto and marked Defendants/Counter-Plaintiffs' Exhibit "C".

40. Contrary to the amendments to the parties written agreement, the Plaintiff/Counter-Defendant failed to maintain the furnace in the demised premises thereby causing the Defendants/Counter-Plaintiffs to incur costs of One Hundred Fifty (\$150.00) Dollars in order to clean and service the furnace. A copy of the estimate of Gary's Inc. is attached hereto and marked Defendants/Counter-Plaintiffs' Exhibit "D".

41. That contrary to the amendments to the parties Lease Agreement, the Plaintiff/Counter-Defendant failed to properly maintain the hot tub located at the demised premises and further caused extensive damage to the said hot tub, all of which will require a replacement of the said hot tub, which will require the Defendants/Counter-Plaintiffs to incur expenses totaling Three Thousand Two

Hundred Ninety-Five (\$3,295.00) Dollars. The estimate of Gary's, Inc. is attached hereto and marked Defendants/Counter-Plaintiffs' Exhibit "E".

42. That during the term of her tenancy in the demised premises, the Plaintiff/Counter-Defendant caused severe damage to the said demised premises consisting of the following:

- (a) Damage to ceiling tile in the dining room.
- (b) Damage to flooring in downstairs bathroom caused by failing to correct leaking plumbing.
- (c) Damage to wooden railing on back porch and wooden screen door.
- (d) Damage to ceiling tile and tracts in stairway leading to second floor.
- (e) Damage to carpet in the living room and dining room, upstairs and second hallways.

43. As a result of the damages as set forth in the proceeding paragraph, the Defendants/Counter-Plaintiffs will be obligated to expend the sum of Six Thousand Three Hundred Forty-Two (\$6,342.00) Dollars to correct the said damages. A copy of the estimate of Marshall's Construction is attached hereto and marked Defendants/Counter-Plaintiffs' Exhibit "F".

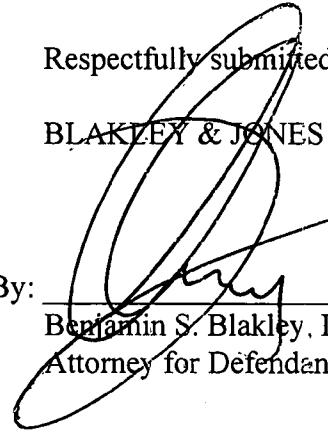
44. At the time of the termination of her residency in the demised premises, the Plaintiff/Counter-Defendant did, without the knowledge and consent of the Defendants/Counter-Plaintiffs, remove a gas range from the demised premises and has failed to return the same to the demised premises. The Estimate of replacement of the above appliance of Four Hundred Twenty-Four (\$424.00) Dollars, as prepared by Syktich T.V. & Appliance, is attached hereto and marked Defendants/Counter-Plaintiffs' Exhibit "G".

45. As a result of the actions of the Plaintiff/Counter-Defendant, the Defendants/Counter-Plaintiffs have or will be required to expend the sum of Eighteen Thousand Five Hundred Forty-Seven (\$18,547.03) Dollars and Three Cents.

WHEREFORE, Defendants/Counter-Plaintiffs demand judgment in their favor and against the Plaintiff/Counter-Defendant in the amount of Eighteen Thousand Five Hundred Forty-Seven (\$18,547.03) Dollars and Three Cents, plus interests and costs of suit.

Respectfully submitted,

BLAKLEY & JONES

By: 

Benjamin S. Blakley, III

Attorney for Defendant/Counter-Plaintiff

CITY OF DUBOIS
BUREAU OF WATER

10/23/01

RETURN TO OFFICE OR MAIL TO:

PLEASE PRINT
TO ADDRESS
NO CARES BE. 00

LANDLORD COPY

SHUT-OFF NOTICE

Serv: 617 LOCUST ST

Notice Date: 10/23/2001

Due Date: 10/30/2001

Account: 01011

Acct #: 01011

Due By 10/30: 98.02

| | Water | Sewer | Amt Paid: |
|------------|-------|-------|--|
| Principal: | 46.31 | 49.28 | |
| Interest: | 1.18 | 1.25 | Mail to: |
| Total Svc: | 47.49 | 50.53 | DEBORAH SKRZYPEK 617 LOCUST ST DUBOIS PA 15801 |

Due By 10/30/01: 98.02

DELINQUENT BILL - PLEASE REMIT

STATE FARM
Jacqueline L Bennett



From: Jacqueline L Bennett

Sent: Wednesday, November 06, 2002 1:53 PM

To: Jacqueline L Bennett

Subject: RE: DECHURCH POL#98-GR-2485-5F

Hi Jackie,

Mr. Vincent DeChurch has paid \$238 for 06/04/99-06/04/00, \$239 for 06/04/00-06/04/01 and \$240 for 06/04/01-06/04/02.

I'm sorry but I was not able to retrieve the information from '98-'99.

If there is any questions, please let me know.

Thank you.

Vivianna Lee
Commercial Fire Underwriting

03/24/2003 MON 11:55 FAX



Rural Development
Mission Area
Clinton Area Office

216 Spring Run Road
Room 103
Mill Hall, PA 17751

Telephone (570) 726-3196
Fax (570) 726-0064
TTY/TDD Only 1-800-654-5984
Voice Only 1-800-654-5988

www.rurdev.usda.gov/pa
Gary.Reed@pamillhall.fsc.usda.gov

October 30, 2002

VINCENT A. DECHURCH
DEBORAH L. DECHURCH
MICHELLE R. DECHURCH
617 LOCUST STREET
DUBOIS, PA 15801

To whom it may concern:

The following is the information requested on the loans with our agency from October 1998 to October 2001. Our agency paid the following taxes and charged them against the account: 1998 & 1999 for \$1,778.26, 2000 for \$843.56, and 2001 for \$751.19. \$540.00 was paid to the Department of Justice for fees in connection with the foreclosure action. I have also attached a copy of payments made for the same time period.

If you have any questions or if you additional information, please feel free to contact me.

Sincerely,

Gary S. Reed
Loan Servicing Specialist

**Rural Housing
Service**

**Rural Business-Cooperative
Service**

**Rural Utilities
Service**

USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

DEFENDANTS/COUNTER-PLAINTIFFS' EXHIBIT "G"

TOTAL P.01

GARY'S, INC.
RD 1 Box 223
FALLS CREEK, PENNSYLVANIA 15840

(814) 371-4885
FAX (814) 371-7810

TO

Vince Dechurch

MEMO

| | |
|---------|-------------------------|
| DATE | 11-20-01 |
| SUBJECT | Future service ESTIMATE |
| | |
| | |

Estimate to clean and service neglected furnace.
Includes, Burner cleaning - Blower cleaning
Filter cleaning - Heat Exchanger cleaning - checking
of safety switches - Exchanger test -
Gas leak test in furnace cabinet - overall
operation check along with checking of thermostat.

Estimated Cost - \$150.00

Thank You
Mark

PLEASE REPLY

NO REPLY NECESSARY

SIGNED

P.01

11/20/2001 13:59 FROM GARY'S INC.

TO 3714077

GARY'S, INC.
RD 1 Box 223
FALLS CREEK, PENNSYLVANIA 15840

TO

VINCE Dechurch
617 Locust Street
DuBois, PA. 15801

MEMO

DATE: 3-27-03
SUBJECT: ESTIMATE FOR SPA
REPAIR - Replacement

UPON ARRIVAL ON 12-19-02 FOUND MANY PLUMBING
LEAKS IN TUB, DUE TO NEGLECT. SYSTEM HAD
NOT BEEN WINTERIZED. DUE TO COSTS OF PARTS
AND LABOR, WE AT GARY'S INC. SUGGEST
REPLACEMENT. APPROXIMATE VALUE AT TIME OF
PURCHASE \$ 3295.00

MACK

 PLEASE REPLY NO REPLY NECESSARY

SIGNED

MACK

FROM :

FAX NO. :

Apr. 01 2003 12:47PM P1

- INTERIOR
- EXTERIOR
- ADDITIONS
- WINDOWS
- PAINTING

- DECKS
- SIDING
- SOFFIT
- FASCIA
- ROOFING

MARSHALL'S CONSTRUCTION

1-888-700-8455

Box 254 • Juniata St. Ext. • DuBois, PA 15801 (814) 375-7681

INVOICE NO. 1029

Name of Buyer

Vince DeChurchDate 11-19-01

Address

617 LOCUST ST.Phone 371-0528

City

DUBOISCounty CLFDState PA Zip 15801

IN ACCORDANCE WITH SPECIFICATIONS GIVEN BELOW:

FAX - 371-4077

- I) REMOVE & HAUL AWAY CEILING TILES IN
Dining ROOM - INSTALL 12" x 12" WHITE CEILING
TILE TO Dining-Room. APPROX 12' x 18' ROOM.
- II) REMOVE & HAUL AWAY FLOORING IN DOWNSTAIRS BATH,
& LEAKY PLUMBING. INSTALL - FLOORING TO WATER LINES,
LAKEWORTH UNDERLAY & LAMINATE FLOORING. REINSTALL
EXISTING TOILET. RECONNECT EXISTING SINK TIGHT TO WALL.
- III) INSTALL TREATED WOOD BRACING TO WOOD RAILING ON
BACK PORCH & INSTALL 36" WOOD SCREEN DOOR WITH HANDLE.
- IV) INSTALL WHITE ALUM. FASCIA TO BACK GABLES WHERE MISSING.
- V) INSTALL 2X3 CEILING TILES & TRACKS TO CEILING IN BATH & STO.
- VI) REMOVE & HAUL AWAY CARPET IN LIVING RM. & DINING
ROOM, 10' STEPS & [REDACTED] AND FLOOR HALLWAY. INSTALL
PADDED RUG & CARPET TO 1ST & 2ND FLOOR & STEPS WHERE REMA.
- VII) CLEAN-UP & HAUL AWAY ALL JOBS DEBRIS.

Guarantees: 1) LABOR 1 yr. 2) MATERIAL SATISFACTORY WORKMANSHIP.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the price listed below. No verbal agreements will be recognized. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by: CONTRACTOR

Cash Price

\$ 6342.00

Deposit

UPON APPROVALCash - Check \$ 3171.00

Payment on Completion

\$ 3171.00

MARSHALL'S CONSTRUCTION

X

Signature of Buyer

Approved By

Vince DeChurch

Name

Title

Signature of Buyer

NOTICE OF RIGHT OF RESCISSION

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

NOTICE OF CANCELLATION

Date of Transaction

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER, AT YOUR RESIDENCE, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

To cancel this transaction, mail or deliver a signed and dated written notice, or send a telegram, to:

MARSHALL'S CONSTRUCTION Box 254, Juniata St. Ext. DuBois, PA 15801

DEFENDANTS/COUNTER-PLAINTIFFS' EXHIBIT "F"

03/25/2003 05:29 8143756033

SYKTICH TV AND APPLI

PAGE . 01

STATEMENT

APPLIANCES & TV • SALES • SERVICE

SYKTICH
T.V. & APPLIANCES225 W. LONG AVENUE
DUBOIS, PA 15801
(814) 375-2280

5/9

200 2

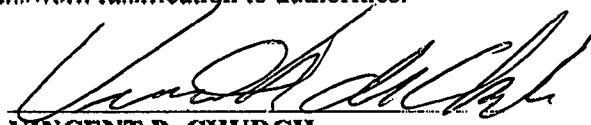
M Michelle De Church
617 Forest St 371-6526
Dubois PA 371-8577

| | | |
|-----------------------|-----|-------|
| Amana 21 Cu ft Ref | | |
| Bottom Freezer. | | |
| Kennedy Gas Dryer. | 725 | 00 |
| Crosley 30" Gas Range | 424 | 00 |
| | 871 | 49 00 |

VERIFICATION

I verify that the statements made in this Answer to Plaintiff's Complaint in Civil Action and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

DATE: 4-10-03



VINCENT DeCHURCH

DATE: 4-10-03



DEBORAH DeCHURCH

DATE: 4-10-03



MICHELLE DeCHURCH

4/23/03
4/23/03
APR 14 2003
William A. Shaw
Prothonotary/Clerk of Courts

FILED

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

DEBORAH E. SKRYPEK, now by
marriage, DEBORAH H. BOWERS,

Plaintiff

vs.

VINCENT DeCHURCH, DEBORAH
DeCHURCH and MICHELLE
DeCHURCH,

Defendants.

ANSWER TO PLAINTIFF'S
COMPLAINT IN CIVIL ACTION
AND COUNTERCLAIM

No. 03-173-C.D.

LAW OFFICES
BLAKLEY & JONES
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

DEBORAH E. SKRZYPEK, now by : No. 03-173-CD
marriage, DEBORAH H. BOWERS, :
Plaintiff, : TYPE OF CASE: CIVIL
vs. :
VINCENT DeCHURCH, DEBORAH :
DeCHURCH and MICHELLE : FILED ON BEHALF OF:
DeCHURCH, : Defendants
Defendants. : COUNSEL OF RECORD FOR THIS
: PARTY:
: BENJAMIN S. BLAKLEY, III, ESQUIRE
: SUPREME COURT NO.: 26331
: BLAKLEY & JONES
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

APR 21 2003

William A. Shaw
Prothonotary

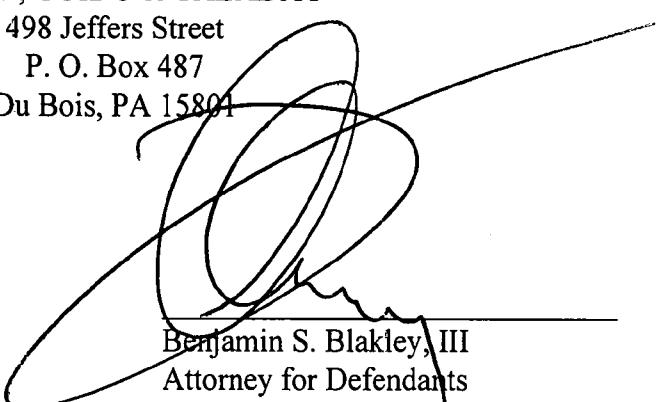
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

DEBORAH E. SKRZYPEK, now by :
marriage, DEBORAH H. BOWERS, :
:
Plaintiff, :
:
vs. : No. 03-173-CD
:
VINCENT DeCHURCH, DEBORAH :
DeCHURCH and MICHELLE :
DeCHURCH, :
:

CERTIFICATE OF SERVICE

I, BENJAMIN S. BLAKLEY, III, attorney for Defendants in the above captioned matter, hereby certify that I served a certified copy of the Defendants' Answer, New Matter and Counterclaim filed April 14, 2003, upon attorney for Plaintiff, by regular, first-class United States Mail, postage prepaid, on the 16th day of April, 2003, addressed as follows:

Casey Bowers, Esquire
HANAK, GUIDO & TALADAY
498 Jeffers Street
P. O. Box 487
Du Bois, PA 15801


Benjamin S. Blakley, III
Attorney for Defendants
90 Beaver Drive, Box 6
DuBois, PA 15801
(814) 371-2730

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

DEBORAH E. SKRYPEK, now by
marriage, DEBORAH H. BOWERS,
Plaintiff,
vs.

VINCENT DeCHURCH, DEBORAH
DeCHURCH and MICHELLE
DeCHURCH,
Defendants.

CERTIFICATE OF SERVICE

No. 03-173-C.P.

FILED NO
117-64
APR 21 2003

William A. Shaw
Prothonotary

LAW OFFICES
BLAKLEY & JONES
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

DEBORAH E. SKRZYPEK, now by
marriage DEBORAH E. BOWERS,
Plaintiff

vs.

VINCENT DECHURCH, DEBORAH
DECHURCH and MICHELLE
DECHURCH,
Defendants

No. 03-173-CD

Type of Case:
Civil Action

Type of Pleading:
**Reply to New Matter,
Answer to Counterclaim,
and New Matter as to
Counterclaim**

Filed on Behalf of:
Plaintiff

Counsel of Record for This
Party:

S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

You are hereby notified to plead
to the within pleading within
twenty (20) days hereof or a
default judgment may be entered
against you.



FILED

MAY 23 2003

William A. Shaw
Prothonotary

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

DEBORAH E. SKRZYPEK, now by
marriage DEBORAH E. BOWERS,
Plaintiff

vs.

No. 03-173-CD

VINCENT DECHURCH, DEBORAH
DECHURCH and MICHELLE
DECHURCH,
Defendants

REPLY TO NEW MATTER

AND NOW, comes the Plaintiff, DEBORAH E. SKRZYPEK, now by marriage, DEBORAH E. BOWERS, by and through her attorneys, HANAK, GUIDO AND TALADAY, and replies to Defendants' New Matter as follows:

28. Requires no response.
29. Admitted in part and denied in part. Plaintiff admits that the parties agreed to modify the original Agreement so as to require Plaintiff to make payments of \$288.00 per month to the United States Department of Agriculture, Farmers Home Administration ("USDA-FHA") in lieu of the \$300.00 per month payment to Defendants. This modification was at Defendants' request as Defendant Vincent DeChurch stated that he wished to avoid any income tax implications resulting from the payments made to Defendants by Plaintiff. Plaintiff further admits that she agreed to pay

utility bills and maintenance costs that are accrued during her residency. Plaintiff denies that the parties agreed that Plaintiff would be responsible for any further payments.

30. Denied. Plaintiff denies that she failed to make payments to USDA-FHA. Plaintiff tendered all payments as required under the agreement of the parties to USDA-FHA. However, USDA-FHA did not accept said payments because Defendants, Vincent and Deborah DeChurch, were in default on their FHA loans before entering into the Lease/Option Agreement with Plaintiff. As such, USDA-FHA required payments sufficient to bring the loan current before it would accept regular monthly payments. Further, Plaintiff's payments were not accepted as Defendants entry into the subject Lease/Option Agreement with Plaintiff contravened Defendants, Vincent and Deborah DeChurch's mortgage agreements with USDA-FHA, which provide in pertinent part:

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the government.

True and correct copies of these Agreements are attached and marked Exhibits "D, E and F". Plaintiff denies that she defaulted in her obligations to the Defendants. Plaintiff fulfilled all obligations under the Agreement of which she had knowledge. Any outstanding utility payments that were not made by Plaintiff were not paid because Plaintiff did not receive the bills as Defendant marked any mail addressed to Plaintiff that was sent to the premises as "Return to Sender." Plaintiff denies that any furnace repair was necessary as it

was in good working order when Plaintiff was forced from the premises in November, 2001.

31. Admitted in part and denied in part. Plaintiff admits that she was requested to terminate her residence on or before November 1, 2001. Plaintiff denies, however, that said "request" was the result of any alleged default by Plaintiff. On the contrary, Defendants Vincent and Deborah DeChurch were forced to transfer the premises to their daughter, Defendant Michelle DeChurch and request Plaintiff to terminate her residence as Defendants' agreement with Plaintiff to lease the premises with an option to buy contravened the terms of Defendants Vincent and Deborah DeChurch's mortgage agreement with USDA-FHA. In fact, in August of 2001, Defendant Vincent DeChurch left a message on Plaintiff's answering machine thanking her for being such a good tenant and apologizing for the "mess" caused by their default on their FHA loan. Plaintiff admits that she asked for an extension to remove her belongings and clean the residence. This request was originally granted by Defendant Michelle DeChurch. However, on or about November 5, 2001, Defendant Michelle DeChurch shut off the electric to the residence thereby making it impossible for Plaintiff to remove her belongings and clean the residence.

32. Admitted. Plaintiff admits that she failed to return the keys to the subject residence and remove her belongings from the subject premises as Defendants changed the locks, shut off the electric and post "No Trespassing signs" on the subject premises

thereby making the return of the keys irrelevant and the retrieval of her belongings impossible.

33. Denied. Plaintiff denies that she caused such damage to the subject premises.

34. Denied. As stated in paragraph No. 30 of Plaintiff's Reply to New Matter, Plaintiff tendered all required payments to USDA-FHA. Any late fees incurred by Defendants were the result of Defendants' own default.

ANSWER TO COUNTERCLAIM

35. No response required.

36. Denied. As stated in paragraph No. 30 of Plaintiff's Reply to New Matter, Plaintiff tendered all required payments to USDA-FHA. Any late fees incurred by Defendants were the result of Defendants' own default.

37. After reasonable investigation, Plaintiff is unable to determine the truth or falsity of the allegations contained in paragraph No. 37 of Defendants' Counterclaim or the validity of the document identified as Defendants' Exhibit "A". As such, these allegations are denied and strict proof is demanded at trial.

38. Denied. Plaintiff denies that the parties agreed that Plaintiff would be responsible for paying the home owner's premiums for the subject premises. At no time did Defendants request Plaintiff to make such payments.

39. Denied. Plaintiff denies that the parties agreed that Plaintiff would be responsible for the payment of real estate taxes on the subject premises. Plaintiff further denies that any of her actions caused Defendants to become indebted to USDA-FHA.

40. Denied. Plaintiff denies that she failed to maintain the furnace in the subject premises as the furnace was in good working order when she was forced from her home by Defendants. Plaintiff further denies that any of her actions caused Defendants to incur costs in order to clean and service the furnace.

41. Denied. Plaintiff denies that she failed to properly maintain the hot tub at the subject premises. Plaintiff further denies that she caused damage to the hot tub or that any of her actions would require Defendants to incur expenses totaling \$3,295.00.

42. Denied. Plaintiff denies that she caused any such damage to the subject premises. Any such damage, to the extent that it does exist, existed before the parties entered the subject agreement.

43. Denied. Plaintiff denies that her actions in any way caused Defendants to incur any such repair expenses. After reasonable investigation, Plaintiff is unable to determine the validity of the document marked as Defendants' Exhibit "F".

44. Admitted in part and denied in part. Plaintiff admits that she removed a gas range at the time that her residency was terminated by Defendants. Plaintiff denies, however, that Defendants have any ownership interest in this gas range as the gas range

belonged to Plaintiff and was brought into the subject residence by her when she took up residence at the subject premises.

45. Denied. Plaintiff denies that any of her actions caused Defendants to incur the obligation set forth in paragraph 45 of Defendants' Counterclaim.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to dismiss Defendants' Counterclaim.

NEW MATTER AS TO COUNTERCLAIM

46. Plaintiff incorporates by reference her averments and answers to Paragraphs 1 through 45 as fully set forth herein.

47. In the agreement between the parties, the Plaintiff had the option of purchasing the subject residence, and Defendants, Vincent and Deborah DeChurch, were required to deliver clear and marketable title to the subject residence upon Plaintiff's exercise of that option.

48. Defendants, Vincent and Deborah DeChurch, breached the agreement when they sold the subject residence to Defendant, Michelle DeChurch, without the knowledge or consent of Plaintiff.

49. This breach was a material breach of the agreement between the parties.

50. As such, Defendants are barred from claiming under this agreement.

WHEREFORE, Plaintiff respectfully requests this
Honorable Court to dismiss Defendants' Counterclaim.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:



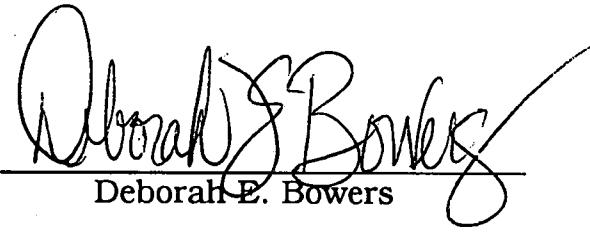
S. Casey Bowers
Attorney for Plaintiff

VERIFICATION

I, DEBORAH E. BOWERS, do hereby verify that I have read the foregoing REPLY TO NEW MATTER, ANSWER TO COUNTERCLAIM, and NEW MATTER AS TO COUNTERCLAIM. The statements therein are correct to the best of my personal knowledge or information and belief.

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

Date: 5-21-03


Deborah E. Bowers

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

DEBORAH E. SKRZYPEK, now by
marriage DEBORAH E. BOWERS,
Plaintiff

vs.

No. 03-173-CD

VINCENT DECHURCH, DEBORAH
DECHURCH and MICHELLE
DECHURCH,

Defendants

CERTIFICATE OF SERVICE

I certify that on the _____ day of May, 2003, a true and correct copy of the foregoing Reply to New Matter, Answer to Counterclaim, and New Matter as to Counterclaim was sent via first class mail, postage prepaid, to the following:

Benjamin S. Blakley, III, Esq.
Attorney for Defendants
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

S. Casey Bowers
Attorney for Plaintiff

USDA-FmHA
Form FmHA 427-1 PA
(Rev. 6-16-76)

Position 5

REAL ESTATE MORTGAGE FOR PENNSYLVANIA

THIS MORTGAGE is made and entered into by VINCENT A. DeCHURCH and DEBORAH L.

DeCHURCH, husband and wife,

residing in DuBois, Clearfield County, Pennsylvania, whose post office address is
617 Locust Street, DuBois, Pennsylvania, 15801,

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate of Interest</u> | <u>Due Date of Final Installment</u> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| June 2, 1978 | \$20,300.00 | 8-1/4% | June 2, 2011 |

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign and forever warrant unto the Government the following property situated in the State of

Pennsylvania, County(ies) of Clearfield

ALL that certain parcel and lot of land situate in the Fifth Ward of the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of Locust Street and Lot No. 52 of McClelland and Barlow's Addition to the City of DuBois; thence East along said Lot No. 52 a distance of 150 feet to an alley; thence South along said alley a distance of 25 feet; thence West through Lot No. 51 a distance of 150 feet to a point on Locust Street; thence North along Locust Street a distance of 25 feet to the place of beginning. Containing 3,750 square feet, and being one half of Lot No. 51 in the said McClelland and Barlow's Addition to the City of DuBois, and having erected thereon a two story frame dwelling house.

FmHA 427-1 PA (Rev. 6-16-76)

Exhibit "E"

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UNDER AND SUBJECT to all exceptions, reservations and easements which may appear of record or from an inspection of the premises.

BEING the same premises which were conveyed to Vincent A. DeChurch, et ux. by deed of Daniel P. Smith, et ux., dated May 15, 1978, and intended to be recorded herewith.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property".

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, leasing or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.

VOL 346 PAGE 200

(24) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the Government if not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(25) 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 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.

(26) If any provision of this instrument or application thereof to any person or circumstance is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 2nd day

of June 1978.

Signed, sealed, and delivered in the
presence of:

(Witness)

Frank C. de Jarnett (SEAL)

Deborah L. DeChurch (SEAL)
Deborah L. DeChurch

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF: Clearfield

On this 2nd day of June, 1978, before me, the undersigned, a Notary Public in and for said State and County, personally appeared VINCENT A. DeCHURCH and DEBORAH L. DeCHURCH, known (or satisfactorily proved) to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires Feb. 10, 1979

Salomea P. Gofe Notary Public.

(NOTORIAL SEAL)

RESIDENCE CERTIFICATE

CLEARFIELD CO. 55
ENTERED ⁶⁻²⁻²⁸ UPON RECORD precise residence of the within-named Mortgagee is Washington, D. C.

8:56 9m

Time - 5:10
Gil Shulman

By John 800

Cecil A. BURKE 1960-

Anthony S. Sieds
For Mortgages

Entered of Record June 2, 1978, 8:56 Cecil Burns, Recorder

USDA-FmHA
Form FmHA 427-1 PA
(Rev. 4-30-79)

Position 5

REAL ESTATE MORTGAGE FOR PENNSYLVANIA

THIS MORTGAGE is made and entered into by _____

VINCENT A. DeCHURCH and DEBORAH L. DeCHURCHresiding in Clearfield County, Pennsylvania, whose post office address is
617 Locust Street, DuBois, Pennsylvania, 15801.

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate of Interest</u> | <u>Due Date of Final Installment</u> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| April 25, 1980 | \$7,100.00 | 11% | April 25, 2013 |

(If the interest rate is less than% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statute administered by the Farmers Home Administration.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign and forever warrant unto the Government the following property situated in the State of

Pennsylvania, County(ies) of Clearfield (City of DuBois):
BEGINNING at the corner of Locust Street and Lot No. 52 of McClelland and Barlow's Addition to the City of DuBois; thence East along said Lot No. 52 a distance of 150 feet to an alley; thence South along said alley a distance of 25 feet; thence West through Lot No. 51 a distance of 150 feet to a point on Locust Street; thence North along Locust Street a distance of 25 feet to the place of beginning. Containing 3,750 square feet, and being one half of Lot No. 51 in the said McClelland and Barlow's Addition to the City of DuBois, and having erected thereon a two story frame dwelling house.

This is a purchase money mortgage under the lien priority laws of the Commonwealth of Pennsylvania, as amended.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustee's fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Harrisburg, Pennsylvania 17108, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF BORROWER DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND. THE BORROWER HEREBY WAIVES ANY RIGHTS BORROWER MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(24) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the Government if not contrary to statute, or (c) written agreement.

(25) 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 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.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 25th day
of April 1980.

Signed, sealed, and delivered in the
presence of:

STATE OF PENNSYLVANIA

ACKNOWLEDGMENT

COUNTY OF Clearfield

On this 25th day of April

On this 25th day of April, 1980, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Vincent A. DeChurch & Deborah L. DeChurch, known (or satisfactorily proved) to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires March 7, 1983

Dolores T. Goke Notary Public.

NOTORIAL SEAL

RESIDENCE CERTIFICATE

I certify that the precise residence of the within-named Mortgagee is Washington

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:49 a.m. K-25-80
BY Asst. Clerk
C. FEES \$00
TIM MORGAN, Recorder

Entered of Record April 25, 1980, 11:16 A.M. Tim McRgan, Record.

USDA-FmHA
Form FmHA 427-1 PA
(Rev. 4-30-79)

Position 5

VUL 360 PAGE 421

REAL ESTATE MORTGAGE FOR PENNSYLVANIA

THIS MORTGAGE is made and entered into by _____

VINCENT A. DeCHURCH, JR. and DEBORAH L. DeCHURCH

residing in Clearfield County, Pennsylvania, whose post office address is
617 Locust Street, DuBois, Pennsylvania, 15801.
herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate of Interest</u> | <u>Due Date of Final Installment</u> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| <u>August 31, 1979</u> | <u>\$6,100.00</u> | <u>9.000%</u> | <u>August 31, 2012</u> |

(If the interest rate is less than% for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statute administered by the Farmers Home Administration.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign and forever warrant unto the Government the following property situated in the State of

Pennsylvania, County(ies) of Clearfield (City of DuBois):

BEGINNING at the corner of Locust Street and Lot No. 52 of McClelland and Barlow's Addition to the City of DuBois; thence East along said Lot No. 52 a distance of 150 feet to an alley; thence South along said alley a distance of 25 feet; thence West through Lot No. 51 a distance of 150 feet to a point on Locust Street; thence North along Locust Street a distance of 25 feet to the place of beginning. Containing 3,750 square feet, and being one-half of Lot No. 51 in the said McClelland and Barlow's Addition to the City of DuBois, and having erected thereon a two story frame dwelling house.

FmHA 427-1 PA (Rev. 4-30-79)

Exhibit "G"

UNDER AND SUBJECT to all exceptions, reservations and easements which may appear of record or from an inspection of the premises.

BEING the same premises which were conveyed to Vincent A. DeChurch and Deborah L. DeChurch by deed of Daniel P. Smith, et ux., dated May 15, 1978 and recorded in Deed Book No. 761, page 332.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property new or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein, all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipt evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. **HOWEVER**, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) **SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Harrisburg, Pennsylvania 17108, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Officer records (which normally will be the same as the post office address shown above).

Vol 300 Page 4024

(23) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF BORROWER DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND. THE BORROWER HEREBY WAIVES ANY RIGHTS BORROWER MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(24) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the Government if not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(25) 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 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.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 31st day of August, 1979.

Signed, sealed, and delivered in the presence of:

(Witness)

Vincent A. DeChurch
(SEAL)

(Witness)

Deborah L. DeChurch
(SEAL)

STATE OF PENNSYLVANIA

ACKNOWLEDGMENT

COUNTY OF Clearfield } ss:

On this 31st day of August, 1979, before me, the undersigned, a Notary Public in and for said State and County, personally appeared VINCENT A. DeCHURCH, JR. and
DEBORAH L. DeCHURCH, known (or satisfactorily proved) to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires March 7, 1983

Dolores P. John

Notary Public.

(NOTORIAL SEAL)

RESIDENCE CERTIFICATE

I certify that the precise residence of the within-named Mortgagee is Washington, D. C.

CLEARFIELD CO. SS
ENTERED OF RECORD

8-31-79

Time: 9:35 AM

By: Cecil Burns

Fees: \$0.00

Cecil A. Burns, Recorder

Anthony S. Guido

For Mortgagee

Entered of Record Aug 31 1979, 9:38 AM Cecil Burns, Recorder

FILED

3 cc

May 19 2003
MAY 23 2003
Atty Powers

filed

William A. Shaw
Prothonotary

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

DEBORAH E. SKRZYPEK, now by : No. 03-173-CD
marriage, DEBORAH H. BOWERS, :
Plaintiff, : TYPE OF CASE: CIVIL
vs. : TYPE OF PLEADING: COUNTER-
VINCENT DeCHURCH, DEBORAH : PLAINTIFFS' REPLY TO COUNTER-
DeCHURCH and MICHELLE : DEFENDANT'S NEW MATTER
DeCHURCH, :
Defendants. : FILED ON BEHALF OF:
 : Defendants : COUNSEL OF RECORD FOR THIS
 : PARTY: : BENJAMIN S. BLAKLEY, III, ESQUIRE
 : : SUPREME COURT NO.: 26331
 : : BLAKLEY & JONES
 : : 90 BEAVER DRIVE, BOX 6
 : : DU BOIS, PA 15801
 : : (814) 371-2730

FILED

JUN 12 2003

**William A. Shaw
Prothonotary**

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

DEBORAH E. SKRZYPEK, now by :
marriage, DEBORAH H. BOWERS, :
:
Plaintiff, :
:
vs. : No. 03-173-CD
:
VINCENT DeCHURCH, DEBORAH :
DeCHURCH and MICHELLE :
DeCHURCH, :
:

COUNTER-PLAINTIFFS' REPLY TO
COUNTER-DEFENDANT'S NEW MATTER

AND NOW, comes Counter-Plaintiffs, **VINCENT DeCHURCH, DEBORAH DeCHURCH, and MICHELLE DeCHURCH**, by and through their attorneys, BLAKLEY & JONES, and replies to Counter-Defendant's new matter as to counter-claim as follows:

46. Requires no answer.

47. It is admitted that the initial agreement between the Counter-Plaintiffs and Counter-Defendant provided for the Counter-Defendant's option to purchase the subject, however, it is denied that the parties to the conveyance of a clear marketable title to the subject premises upon Counter-Defendant's exercise of that option.

48. Denied, and on the contrary, it is averred that at the time that the subject premises was conveyed to Counter-Plaintiff, **MICHELLE DeCHURCH**, that the Counter-Defendant had materially breached the subject agreement for the reasons set forth in the Counter-Plaintiffs'

Counter-Claim and therefore, the agreement between the parties had been rendered null and void by the actions of the Counter-Defendant.

49. Denied, and on the contrary, it is averred that the Counter-Plaintiffs at no time materially breached any agreement between the parties as the Counter-Defendant had previously materially breached the parties agreement as set forth in the Counter-Plaintiffs' Counter-Claim, thereby rendering the parties agreement null and void.

50. Denied for the for reasons set forth in the previous paragraphs.

WHEREFORE, Counter-Plaintiffs demand judgment against the Counter-Defendant in the amounts set forth in the Counter-Plaintiffs' Counter-Claim.

Respectfully submitted,

BLAKLEY & JONES

By:

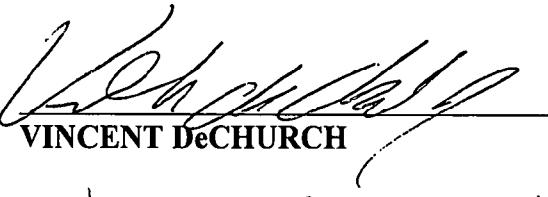
Benjamin S. Blakley, III, Esquire
Attorney for Counter-Plaintiffs

VERIFICATION

I verify that the statements made in this Counter-Plaintiffs' Reply to Counter-Defendant's New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

DATE:

6/10/03


VINCENT DeCHURCH

DATE:

6/10/03


DEBORAH DeCHURCH

DATE:

6/10/03


MICHELLE DeCHURCH

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

DEBORAH E. SKRZYPEK, now by
marriage, DEBORAH H. BOWERS,
Plaintiff,

vs.

VINCENT DeCHURCH, DEBORAH
DeCHURCH and MICHELLE DeCHURCH,
Defendants.

COUNTER-PLAINTIFF'S REPLY TO
COUNTER-DEFENDANT'S NEW MATTER

No. 03-1273-C.D. **FILED**

JUN 12 2003
O/9:48 a.m.
William A. Shaw
Prothonotary
3 cc to atts, *etc*

LAW OFFICES
BLAKLEY & JONES
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

DEBORAH E. SKRZYPEK, now by : No. 03-173-CD
marriage, DEBORAH H. BOWERS, :
Plaintiff, : TYPE OF CASE: CIVIL
vs. :
VINCENT DeCHURCH, DEBORAH :
DeCHURCH and MICHELLE : FILED ON BEHALF OF:
DeCHURCH, : Defendants
Defendants. : COUNSEL OF RECORD FOR THIS
: PARTY:
: BENJAMIN S. BLAKLEY, III, ESQUIRE
: SUPREME COURT NO.: 26331
: BLAKLEY & JONES
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

JUN 19 2003
m/11:45/ua,
William A. Shaw
Prothonotary

wo Cens com 8/21

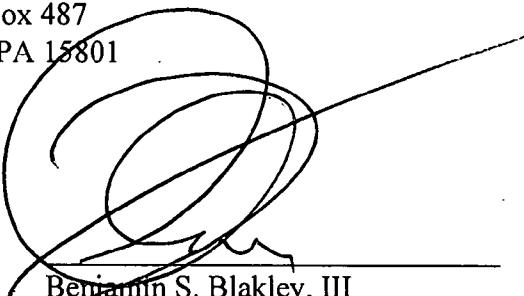
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

DEBORAH E. SKRZYPEK, now by :
marriage, DEBORAH H. BOWERS, :
: Plaintiff, :
: :
vs. : No. 03-173-CD
: :
VINCENT DeCHURCH, DEBORAH :
DeCHURCH and MICHELLE :
DeCHURCH, :
: Defendants. :
:

CERTIFICATE OF SERVICE

I, BENJAMIN S. BLAKLEY, III, attorney for Defendants in the above captioned matter, hereby certify that I served a certified copy of the Counter-Plaintiff's Reply to Counter-Defendant's New Matter, filed June 12, 2003, upon attorney for Plaintiff, by regular, first-class United States Mail, postage prepaid, on the 13th day of June, 2003, addressed as follows:

Casey Bowers, Esquire
HANAK, GUIDO & TALADAY
498 Jeffers Street
P. O. Box 487
Du Bois, PA 15801



Benjamin S. Blakley, III
Attorney for Defendants
90 Beaver Drive, Box 6
DuBois, PA 15801
(814) 371-2730

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

DEBORAH E. SKRYPEK, now by
marriage, DEBORAH H. BOWERS,
Plaintiff,
vs.

VINCENT DeCHURCH, DEBORAH
DeCHURCH and MICHELLE DeCHURCH,
Defendants.

CERTIFICATE OF SERVICE

No. 03-173-C.D.

LAW OFFICES
BLAKLEY & JONES
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

William A. Shaeffer
Prothonotary

JUN 19 2003

FILED



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA



COPY

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

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 03-0173-CD

Deborah E. Skrzypek vs. Vincent DeChurch, et al

Dear S. Casey Bowers, 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 November 17, 2005.

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,

David S. Meholick FILED

David S. Meholick
Court Administrator

SEP 12 2005 A simple line drawing of a hand holding a pen.

William A. Shaw
Prothonotary/Clerk of Courts



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 03-0173-CD

Deborah E. Skrzypek vs. Vincent DeChurch, et al

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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 black ink that reads "David S. Meholick".

David S. Meholick
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Deborah E. Skrzypek

Vs.

03-0173-CD

Vincent DeChurch, et al

Termination of Inactive Case

This case is hereby terminated with prejudice
this 17th day of November, 2005, as per Rule 230.2.



William A. Shaw
Prothonotary

FILED

NOV 17 2005
WAS

William A. Shaw
Prothonotary/Clerk of Courts