

03-653-CD
SANDRA L. JOHNSTON vs. FRANK SHIPLEY, et al.

416th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

03-653-CD

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.

Sandra Johnston

NAME OF APPELLANT

525 Susquehanna Ave Curwensville PA

ADDRESS OF APPELLANT

CITY

MAG. DIST. NO. OR NAME OF D.J.

16833

STATE

ZIP CODE

DATE OF JUDGMENT

CLAIM NO.

IN THE CASE OF (Plaintiff)

5-30-03

Frank Shipley and Patti Pepperman

(Defendant)

CV
LT

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

Sandra Johnston

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

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.

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

Frank Shipley and Patti Pepperman

appellee(s), to file a complaint in this appeal

(Common Pleas No. 03-653-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Frank Shipley and Patti Pepperman

Name of appellee(s)

Sandra Johnston

Signature of appellant or his attorney or agent

(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: April 130-03

FILED

04/19/03
APR 30 2003
S. Johnston
Pd. 85:00
Copies to Piff

Signature of Prothonotary or Deputy

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) _____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____ 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 _____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____,

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
SUITE 133
CLEARFIELD, PA

Telephone: **(814) 765-5335** 16830

SANDRA L. JOHNSTON
525 SUSQUEHANNA AVE
CURWENSVILLE, PA 16833

**NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE**

PLAINTIFF: NAME and ADDRESS

JOHNSTON, SANDRA L.
525 SUSQUEHANNA AVE
CURWENSVILLE, PA 16833

VS.

DEFENDANT: NAME and ADDRESS

SHIPLEY, FRANK, ET AL.
421 EAST PINE ST
CLEARFIELD, PA 16830

Docket No.: **LT-0000139-03**
Date Filed: **4/08/03**



THIS IS TO NOTIFY YOU THAT:

Judgment:

Judgment was entered for: (Name) **PEPPERMAN, PATRICIA MAE**
 Judgment was entered against **JOHNSTON, SANDRA L.** in a
 Landlord/Tenant action in the amount of \$ **.00** on **4/25/03**. (Date of Judgment)
 The amount of rent per month, as established by the District Justice, is \$ **325.00**.

The total amount of the Security Deposit is \$ **.00**

	Total Amount Established by DJ	Less Security Deposit Applied	= Adjudicated Amount
Rent in Arrears	\$.00	-\$.00	\$.00
Physical Damages Leasehold Property	\$.00	-\$.00	\$.00
Damages/Unjust Detention	\$.00	-\$.00	\$.00
	Less Amt Due Defendant from Cross Complaint	-\$.00	\$.00
	Interest (if provided by lease)	\$.00	\$.00
	L/T Judgment Amount	\$.00	\$.00
	Judgment Costs	\$.00	\$.00
	Attorney Fees	\$.00	\$.00
	Total Judgment	\$.00	\$.00
	Post Judgment Credits	\$.00	\$.00
	Post Judgment Costs	\$.00	\$.00
	Certified Judgment Total	\$.00	\$.00

Attachment Prohibited/
Victim of Abuse (Act 5, 1996)
 This case dismissed without prejudice.
 Possession granted.
 Possession granted if money judgment is not satisfied by time of eviction.
 Possession not granted.

Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

IF A PARTY WISHES TO APPEAL ONLY THE MONEY PORTION OF A JUDGMENT INVOLVING A RESIDENTIAL LEASE, THE PARTY HAS 30 DAYS AFTER THE DATE OF ENTRY OF JUDGMENT IN WHICH TO FILE A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE 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.

APR 25 2003 Date Ronald Ireland, District Justice

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

Date _____, District Justice

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

SANDRA JOHNSTON,
Plaintiff

Plaintiff

vs

No. 03-653-C.D.

FRANK SHIPLEY and
PATTI PEPPERMAN,
Defendant

* Type of Case: Civil

- * **Type of Pleading:** Complaint/
- * Certificate of Service

* Filed on Behalf of: Plaintiff

*
* Counsel of Record for this party:

* Supreme Court I.D. # 39232
* 211 1/2 East Locust Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

FILED

JUN 23 2003

William A. Shaw Pretheofotary

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

SANDRA JOHNSTON, *
Plaintiff *
*
vs * No. 03- 653 -C.D.
*
*
*
FRANK SHIPLEY and *
PATTI PEPPERMAN, *
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 days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for the 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.

Office of Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield PA 16830
814 765-2641

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

SANDRA JOHNSTON, :
Plaintiff :
: :
vs : No. 03-653-CD
FRANK SHIPLEY and PATTI PEPPERMAN, :
Defendants :
:

COMPLAINT

1. The Plaintiff is Sandra Johnston of 525 Susquehanna Ave., Curwensville, Pennsylvania, 16833.
2. The Defendants are Frank Shipley and Patti Pepperman of 421 East Pine Street, Clearfield, Pennsylvania, 16830.
3. The Plaintiff and Defendants entered into a Rent with Option to Buy Agreement on April 1, 2001 for the property in which the Plaintiffs reside. A copy of said Agreement is attached and marked Exhibit "A".
4. The Agreement provides that the Defendants shall be responsible for leaks or breakage in the structure, equipment or fixtures as provided in paragraph 2(a).
5. The property subject to the Agreement has a broken porch window, crack in the furnace firebox, burn in the kitchen countertop, back porch roof leak and the front porch is in need of painting.
6. The items set forth in paragraph 5 above have occurred after the execution of the Agreement.

7. On or before April of 2003, The Plaintiff personally notified the Defendants to make the repairs to the items set forth in paragraph 5 above.

8. As of the filing of this Complaint, the Defendants have failed to make the repairs.

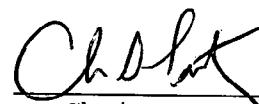
WHEREFORE, the Plaintiff requests the following relief:

a. Order the property returned to Plaintiff and the Agreement declared void;

b. Order the Defendants to make the needed repairs forth with;

c. Such other relief as the court deems appropriate.

Respectfully submitted this 17 day of June, 2003.



Chris A. Pentz
Attorney for Plaintiff

VERIFICATION

I, SANDAR JOHNSTON, verify that the statements made in this **COMPLAINT** are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

6/17-03
Date

Sandra Johnston
Sandra Johnston

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

SANDRA JOHNSTON,
Plaintiff

Vs

FRANK SHIPLEY and
PATTI PEPPERMAN,
Defendants

* No. 03-653-C.D.

*

*

*

CERTIFICATE OF SERVICE

This is to certify that a certified copy of Complaint
was served upon the following:

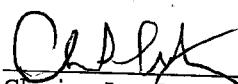
District Justice Patrick Ford
309 Maple Avenue
DuBois PA 15801
(Form 3811 Article 7001 2510 0002 6639 2233)

Frank Shipley
421 East Pine Street
Clearfield PA 16830
(Form 3811 Article 7001 2510 0002 6639 2240)

Patti Pepperman
421 East Pine Street
Clearfield PA 16830
(Form 3811 Article 7001 2510 0002 6639 2257)

Service was made by regular and certified mail, restricted
delivery, postage prepaid, from the U.S. Post Office at
Clearfield PA 16830 with Forms and Articles numbers above listed.

Service was made the 23 of June, 2003.


Chris A. Pentz
Attorney for Plaintiff

211 1/2 EAST LOCUST ST. P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830
ATTORNEY AT LAW
CHRIS A. PENNZ

— Fold Here —

FILED 300
JUN 23 2003 AMY RENT
ATT

William A. Shaw
Secretary

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

SANDRA JOHNSTON,
Plaintiff

vs

FRANK SHIPLEY and
PATTI PEPPERMAN,
Defendants

* No. 03-653-C.D.

* Type of Case: Civil

* Type of Pleading: Certificates
* of Service (2)

* Filed on Behalf of: Plaintiff

* Counsel of Record for this Party:
* CHRIS A. PENTZ, Esquire

* Supreme Court I.D. # 39232
* 211 1/2 East Locust Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

FILED

JUL 07 2003

William A. Shaw
Prothonotary

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

SANDRA JOHNSTON,

Plaintiff

*

vs

* No. 03-653-C.D.

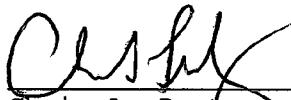
FRANK SHIPLEY and
PATTI PEPPERMAN,

Defendants

*

CERTIFICATE OF SERVICE

I, Chris A. Pentz, Attorney for the Plaintiff,
certify that a true and correct copy of the Notice of Appeal
and Exhibit "A" and a certified copy of the Complaint were
served upon Patti Pepperman. Service was made the 28th day of
June, 2003 by certified mail, restricted delivery, with Form
3811 Article # 7001 2510 0002 6639 2257 attached hereto.


Chris A. Pentz
Attorney for Plaintiff

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Ms. Patti Pepperman
421 East Pine Street
Clearfield PA 16830

COMPLETE THIS SECTION ON DELIVERY

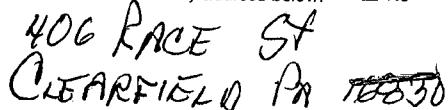
A. Signature

 Agent
 Addressee

B. Received by (Printed Name)  Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No



3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

Transfer from service label

7001 2510 0002 6639 2257

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

SANDRA JOHNSTON,

Plaintiff

*

vs

* No. 03-653-C.D.

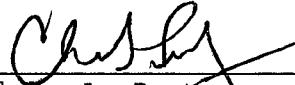
FRANK SHIPLEY and
PATTI PEPPERMAN,

Defendants

*

CERTIFICATE OF SERVICE

I, Chris A. Pentz, Attorney for the Plaintiff,
certify that a true and correct copy of the Notice of Appeal
and Exhibit "A" and a certified copy of the Complaint were
served upon Frank Shipley. Service was made the 28th day of
June, 2003 by certified mail, restricted delivery, with Form
3811 Article # 7001 2510 0002 6639 2240 attached hereto.


Chris A. Pentz

Attorney for Plaintiff

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Mr. Frank Shipley
421 East Pine Street
Clearfield PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Agent

Addressee

B. Received by (Printed Name) C. Date of Delivery


FRANK SHIPLEY

2003

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2 Article Number
(Transfer from service label)

7001 2510 0002 6639 2240

CHRIS A. PENNZ
ATTORNEY AT LAW
211 1/2 EAST LOCUST ST. P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

Fold Here

William A. Shaw
Prothonotary

10346889
" 0, 1, 3, 5
No 2

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

SANDRA JOHNSTON,
Plaintiff

vs

FRANK SHIPLEY and,
PATTI PEPPERMAN,
Defendants

* No. 03- 653 -C.D.

* Type of Case: Civil

* Type of Pleading: ~~Præcipe~~ to File
* Exhibit "A".

* Filed on Behalf of: Plaintiff

* Counsel of Record for this Party:
* CHRIS A. PENTZ, Esquire

* Supreme Court I.D. # 39232
* 211 ½ East Locust Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

FILED

JUL 08 2003

William A. Shaw
Prothonotary

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

SANDRA JOHNSTON,
Plaintiff

vs

No. 03-653-C.D.

FRANK SHIPLEY and
PATTI PEPPERMAN,
Defendant

* * * * *

PRAECLPPE TO FILE EXHIBIT "A"

Please file the attached Exhibit "A" to the Complaint filed to the above captioned matter.

Date: 7.7.03

Chris A. Pentz, Esquire
P.O. Box 552
Clearfield, PA 16830

RENT WITH OPTION TO BUY

THIS CONTRACT MADE THIS April 1 DAY OF 2001 BETWEEN
SANDRA JOHNSTON, HEREINAFTER, KNOWN AS THE OWNER, AND
FRANK H SHIPLEY III, HERINAFTER KNOWN AS THE
TENANT.

WITNESSETH, THAT THE OWNER WILL SALE TO THE TENANT UPON THE
AGREEMENT IN THIS CONTRACT BEGINNING ON THE 1 DAY OF
APRIL, 2001, THE PREMISES KNOWN AS 421 EAST PINE
STREET, CLEARFIELD, PA, 16830, IN CLEARFIELD BORO, CLEARFIELD
COUNTY, FOR USE AS A ONE (1) FAMILY DWELLING ONLY, TOGETHER WITH
THE FOLLOWING PERSONAL PROPERTY LOCATED ON SUCH PREMISES;

1. WASHER
2. DRYER

THE TOTAL PAYMENT, PER MONTH, SHALL BE \$ 325.00 DOLLARS (325.00), UNTIL THE TOTAL PRICE OF TWENTY SEVEN THOUSAND THREE
HUNDRED DOLLARS FOR THIS PROPERTY UNTIL IT IS COMPLETELY PAID.
THIS WILL BE PAID IN SEVEN YEARS (7). THE PAYMENT MUST BE
PAYABLE IN ADVANCE UPON THE FIRST DAY OF EACH AND EVERY MONTH
TO SANDRA JOHNSTON AT 525 SUSQUEHANNA AVENUE, CURWENSVILLE,
PA., 16833 OR SUCH OTHERPLACE AS THE OWNER FROM TIME TO TIME
MIGHT DIRECT.

TERMS THAT MUST BE MEET

1. **SECURITY DEPOSIT;** THE BUYER SHALL, UPON AGREEMENT WITH
OPTION TO BUY OF PREMISES, DEPOSIT WITH THE OWNER THE SUM OF
DOLLARS \$ 325.00. THE OWNER HEREBY, ACKNOWLEDGES RECEIPT FROM
THE SAID TENANT, PAYMENT OF SECURITY DEPOSIT. SAID TENANTS ARE
HEREBY ADVISED WITH RESPECT TO THEIR RIGHTS UNDER PENNSYLVANIA
STATE LAW WITH REGARDS TO THEIR SECURITY DEPOSIT PAID AND
ACKNOWLEDGE ABOVE

THE SECURITY DEPOSIT, OR ANY PORTION THEREOF, MAY BE WITHHELD
FOR THE FOLLOWING REASONS:

1. UNPAID PAYMENT

- **2. BREACH OF CONTRACT**
- **3. DAMAGE TO CONTRACT PREMISES BY THE TENANTS OR FAMILY MEMBERS, AGENTS EMPLOYED OR SOCIAL GUEST IN EXCESS OF ORDINARY WEAR AND TEAR**
- THE TENANT HAS A RIGHT TO BE PRESENT WHEN THE OWNER OR HIS AGENT, INSPECTS THE PREMISES IN ORDER TO DETERMINE IF ANY DAMAGE WAS DONE TO THE PREMISES. TENANT MUST GIVE A WRITTEN NOTICE OF MOVING, THIRTY DAYS (30) PRIOR TO THE DATE OF MOVING. UPON RETURN OF KEYS, THE OWNER OR MANAGING AGENT, WILL IMMEDIATELY INSPECT THE PREMISES WITH THE TENANT. THE TENANT MUST FURNISH THE OWNER OR MANAGING AGENT WITH HIS NEW ADDRESS. THE OWNER WILL MAIL, BY CERTIFIED MAIL, THE SECURITY DEPOSIT OR REMAINING PORTION OF THE SECURITY DEPOSIT (MINUS DAMAGES) AND A LIST OF DAMAGES AND PRICE OF REPAIRS WITHIN FORTY-FIVE DAYS (45) TO THE SAID TENANTS, AT HIS NEW ADDRESS..
- **2. MAINTENANCE OF PREMISES;** IT IS AGREED THAT THE TENANT WILL KEEP SAID PREMISES, INCLUDING PORCHES, STEP, WALKS, AND DRIVE IN GOOD ORDER AND CONDITION, KEEP ALL LAWNS MOWED AND TRIMMED . ALL WALKS AND DRIVES FREE FROM SNOW AND ICE AND COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES AND REGULATIONS WITH RESPECT TO THE SAID PREMISES.
- (a.) **NOTICE OF DEFECTS:** IT IS FURTHER AGREED THAT THE TENANT WILL REPAIR ANY DEFECT, LEAKS, OR BREAKAGE IN THE STRUCTURE,EQUIPMENT, OR FIXTURES OF SAID PREMISES.
- (B.) **ALTERATIONS:** TENANT WILL NOT REMODEL, OR MAKE ANY STRUCTURAL CHANGES, ALTERATIONS OR ADDITIONS TO THE PREMISES; WILL NOT INSTALL, ATTACH, REMOVE OR EXCHANGE APPLIANCES OR EQUIPMENT, SUCH AS, BUT NOT LIMITED TO WASHER AND DRYER WITHOUT THE PRIOR PERMISSION. THE TENANT WILL NOT CHANGE THE EXISTING LOCKS.
- **3. MAINTENANCE AND REPAIR OF EQUIPMENT;** THE TENANT WILL PROMPTLY REPAIR AT HIS OWN EXPENSE ANY DAMAGE TO THE EQUIPMENT; WHICH MAY OCCUR BY HIS OWN NEGLIGENCE OR ANY MEMBER OF HIS FAMILY, INVITE OR GUEST , PETS OR ANIMALS.

-
- 4. AUTHORIZED OCCUPANTS: THE FOLLOWING PERSONS AND ANY OFFSPRING BORN TO THEM, DURING THE TERM OF THIS CONTRACT ARE AUTHORIZED TO OCCUPY THE PREMISES
FRANK H SHIPLEY JR Fatty Pappas
- OCCUPANCY BY "OCCASIONAL GUESTS" DEFINED AS PERSONS WHO, WITH TENANTS CONSENT, OCCUPY THE PREMISES FOR NOT MORE THAN FIFTEEN (15) DAYS. WRITTEN PERMISSION FROM THE OWNER MUST BE OBTAINED FOR ANY ADDITIONAL RESIDENTS.
-
- 5. ACCIDENT LIABILITY; THE TENANT HEREBY RELEASES THE OWNER FROM ALL RESPONSIBILITY, AND ASSUMES ALL LIABILITY, IN ANY ACTION FOR DAMAGES WHICH MAY ARISE FROM ANY KIND OF INJURY TO ANYONE.
-
- 6. INSPECTION OF PREMISES; THE TENANT WILL ALLOW THE OWNER TO ENTER UPON THE PREMISES FOR THE PURPOSE OF INSPECTING AT ALL REASONABLE TIME. IF THE OWNER IS UNABLE TO GAIN ACCESS, AFTER MAKING REASONABLE ATTEMPTS, TO MAKE AN APPOINTMENT WITH THE TENANTS, AN OFFICE KEY MAY BE USED. BEFORE USING THIS KEY, THE OWNER WILL NOTIFY THE TENANT (WRITTEN) OF THE DATE AND TIME.
-
- X 7. PETS: ALL PREMISES AND ADJACENT SIDEWALKS, LAWNS, AND PORCHES MUST BE KEPT CLEANED OF PET DEBRIS.
-
- 8. RETURNED CHECKS; ALL PAYMENTS MUST BE PAID BY MONEY ORDER OR CERTIFIED BANK CHECKS. NO PERSONAL CHECKS WILL BE ACCEPTED.
-
- 9. UTILITIES; TENANT IS RESPONSIBLE FOR ALL UTILITIES. EACH AND EVERY MONTH. UTILITIES MUST BE IN THE TENANTS NAME.
-
- 10. ASSIGN, USE SUBLET; THE TENANT SHALL NOT ASSIGN, USE , OR SUBLET THE PREMISES TO ANYONE.
-
- 11. WALL TO WALL CARPETING; IF THIS CONTRACT IS NOT COMPLETELY HONORED THE TENANT MUST LEAVE THE PREMISES CLEAN AND THE CARPETS CLEANED AS WHEN THE TENANT ORIGINALLY MOVED IN.
-
- 12. PERSONAL PROPERTY; TENANT ACKNOWLEDGES THAT ALL OF TENANTS PERSONAL PROPERTY OR THAT WHICH BELONGS TO OTHERS PLACED ON THE PREMISES AT THE INVITATION OR WITH THE CONSENT OF THE TENANT SHALL BE AT THE TENANTS RISK.

- 13. **INSURANCE ON CONTENTS;** TENANT WILL BE RESPONSIBLE FOR ALL BELONGS ON PREMISES. ALL TENANTS MUST OBTAIN (IF DESIRED) INSURANCE ON THEIR CONTENTS.

- 14. **LATE PAYMENTS;** PAYMENTS MUST BE PAID BY THE FIRST (1) DAY OF EACH AND EVERY MONTH. THERE WILL BE A GRACE PERIOD UNTIL THE FIFTH (5) DAY OF THE MONTH. PAYMENT NOT PAID ON OR BEFORE THIS DAY WILL BE CHARGED TWENTY-FIVE (25) DOLLARS. LATE CHARGES MUST BE PAID WITH THE LATE PAYMENT.
-
- 15. **DRIVES;** NO CARS THAT IS NOT RUNNING, WITHOUT INSPECTION, OR WITHOUT PLATES, OR BELONGS TO OTHER PERSONS OTHER THAN THE TENANTS ARE PERMITTED TO BE PARKED IN THE DRIVE. THIS IS A BORO REGULATION.
-
- 16. **FUEL IN TANK;** FUEL MUST BE BOUGHT BY THE TENANT. IF FOR SOME REASON THE TENANT SHOULD VACATE THE PREMISES BEFORE THE FINAL PAYMENT, THE FUEL TANK IN THE MUST HAVE AS MUCH FUEL AS WHEN TENANT MOVED IN. FUEL WAS READ, AT 7 80% GALLONS WHEN TENANT MOVED IN. 8 Fuel Fill

TENANT

Frank H. Shiley, Jr.

Patricia M. Pepperman

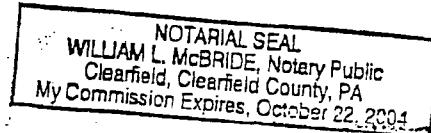
OWNER

Sandra L Johnson

DATE

4/1/07

• SUBSCRIBED AND SWEARN BEFORE ME
• THIS 1ST DAY OF APRIL 2001
• William L. McBride,



CLEBARFIELD, PENNSYLVANIA 16880
211 1/2 EAST LOCUST ST P.O. BOX 552
ATTORNEY AT LAW
CHRIS A. PENNZ

— Fold Here —

FILED

JUL 08 2003

o/rv: 36
William A. Shaw
Prothonotary
LAW
JUL 10 2003
FPL

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

SANDRA JOHNSTON,
Plaintiff

Plaintiff

VS

No. 03-653-C.D.

**FRANK SHIPLEY and
PATTI PEPPERMAN,
Defendants**

* Type of Case: Civil

* **Type of Pleading:** Certificate of
* Service

* Filed on Behalf of: Plaintiff

* Counsel of Record for this Party:

* CHRIS A BENTZ Esquire

* Supreme Court I.D. # 39232
* 211 1/2 East Locust Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

FILED

JUL 08 2003

William A. Shaw
Prothonotary

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

*
SANDRA JOHNSTON,
Plaintiff *

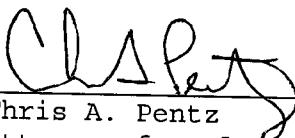
vs * No. 03-653-C.D.

*
FRANK SHIPLEY and
PATTI PEPPERMAN,
Defendants *

*

CERTIFICATE OF SERVICE

I, Chris A. Pentz, Attorney for the Plaintiff,
certify that a true and correct copy of the Notice of Appeal
was served upon District Justice Richard Ireland. Service
was made the 30th day of June, 2003 by certified mail,
restricted delivery, with Form 3811 Article # 7001 2510 0002
6639 2233 attached hereto.


Chris A. Pentz
Attorney for Plaintiff

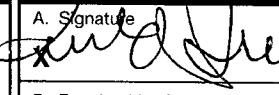
SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

District Justice Richard Ireland
650 Leonard Street
Clearfield PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type
<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes

2. Article Number

(Transfer from service label)

7001 2510 0002 6639 2233

211 1/2 EAST LOCUST ST. P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830
ATTORNEY AT LAW
CHRIS A. PENNZ

— Fold Here —

FILED

JUL 08 2003
OCT 3 2003
William A. Shaw
Prothonotary
no cc
EWS

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
SUITE 133
CLEARFIELD, PA

Telephone: **(814) 765-5335** **16830**

RICHARD A. IRELAND
650 LEONARD STREET
SUITE 133
CLEARFIELD, PA 16830

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR DEFENDANT

03-653-CD

Judgment was entered for: (Name) **SHIPLEY, FRANK**

Judgment was entered against **JOHNSTON, SANDRA L.** in a

Landlord/Tenant action in the amount of \$ **.00** on **4/25/03**. (Date of Judgment)
The amount of rent per month, as established by the District Justice, is \$ **325.00**.

The total amount of the Security Deposit is \$ **.00**

	Total Amount Established by DJ	Less Security Deposit Applied	= Adjudicated Amount
Rent in Arrears	\$.00	-\$.00	\$.00
Physical Damages Leasehold Property	\$.00	-\$.00	\$.00
Damages/Unjust Detention	\$.00	-\$.00	\$.00
Less Amt Due Defendant from Cross Complaint			
Interest (if provided by lease)			
L/T Judgment Amount			
Judgment Costs			
Attorney Fees			
Total Judgment \$.00			
JUL 10 2003			
Post Judgment Credits			
Post Judgment Costs			
William A. Shaw Certified Judgment Total \$.00			
<input type="checkbox"/> Attachment Prohibited/ Victim of Abuse (Act 5, 1996)			
<input type="checkbox"/> This case dismissed without prejudice.			
<input type="checkbox"/> Possession granted.			
<input type="checkbox"/> Possession granted if money judgment is not satisfied by time of eviction.			
<input checked="" type="checkbox"/> Possession not granted.	<input type="checkbox"/> Defendants are jointly and severally liable.		

FILED

013-1078H

JUL 10 2003

Total Judgment \$ **.00**

GR

Post Judgment Credits \$ **.00**

Post Judgment Costs \$ **.00**

William A. Shaw Certified Judgment Total \$ **.00**

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

IF A PARTY WISHES TO APPEAL ONLY THE MONEY PORTION OF A JUDGMENT INVOLVING A RESIDENTIAL LEASE, THE PARTY HAS 30 DAYS AFTER THE DATE OF ENTRY OF JUDGMENT IN WHICH TO FILE A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE 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.

APR 25 2003

Date *Ruth A. Ireland*, District Justice

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

6-30-03 Date *Ruth A. Ireland*, District Justice



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
SUITE 133
CLEARFIELD, PA

Telephone: **(814) 765-5335** **16830**

RICHARD A. IRELAND
650 LEONARD STREET
SUITE 133
CLEARFIELD, PA 16830

**NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE**

PLAINTIFF: **JOHNSTON, SANDRA L.** NAME and ADDRESS

525 SUSQUEHANNA AVE
CURWENSVILLE, PA 16833

VS.

DEFENDANT: NAME and ADDRESS

SHIPLEY, FRANK, ET AL.
421 EAST PINE ST
CLEARFIELD, PA 16830

Docket No.: **LT-0000139-03**
Date Filed: **4/08/03**



THIS IS TO NOTIFY YOU THAT:

Judgment:

Judgment was entered for: (Name) **PEPPERMAN, PATRICIA MAE**

Judgment was entered against **JOHNSTON, SANDRA L.** in a

Landlord/Tenant action in the amount of \$ **.00** on **4/25/03**. (Date of Judgment)
The amount of rent per month, as established by the District Justice, is \$ **325.00**.

The total amount of the Security Deposit is \$ **.00**

	Total Amount Established by DJ	Less Security Deposit Applied	= Adjudicated Amount
Rent in Arrears	\$.00	-\$.00	\$.00
Physical Damages Leasehold Property	\$.00	-\$.00	\$.00
Damages/Unjust Detention	\$.00	-\$.00	\$.00
	Less Amt Due Defendant from Cross Complaint	-\$.00	\$.00
	Interest (if provided by lease)	\$.00	\$.00
	L/T Judgment Amount	\$.00	\$.00
	Judgment Costs	\$.00	\$.00
	Attorney Fees	\$.00	\$.00
	Total Judgment	\$.00	\$.00
	Post Judgment Credits	\$.00	\$.00
	Post Judgment Costs	\$.00	\$.00
	Certified Judgment Total	\$.00	\$.00

Attachment Prohibited/
Victim of Abuse (Act 5, 1996)

This case dismissed without prejudice.

Possession granted.

Possession granted if money judgment is not satisfied by time of eviction.

Possession not granted.

Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

IF A PARTY WISHES TO APPEAL ONLY THE MONEY PORTION OF A JUDGMENT INVOLVING A RESIDENTIAL LEASE, THE PARTY HAS 30 DAYS AFTER THE DATE OF ENTRY OF JUDGMENT IN WHICH TO FILE A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE 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.

APR 25 2003 Date Rilda Jelen, District Justice

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

6-30-03 Date Rilda Jelen, District Justice

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

Sandra Johnston,
Plaintiff

vs.

Frank Shipley and
Patti Pepperman,
Defendants

: NO. 03-653-CD

: Type of Case: Civil

: Type of Pleading: Answer

: Filed on Behalf of: Patti Pepperman

: Counsel of Record:

: Robin Jean Foor, Esquire

: Supreme Court No. 41520

: MidPenn Legal Services

: 211 1/2 East Locust Street

: Clearfield, PA 16830

: (814)765-9646

FILED

AUG 07 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

SANDRA JOHNSTON, :
Plaintiff :
: :
- vs - : No. 03-653-CD :
: :
FRANK SHIPLEY and :
PATTI PEPPERMAN, :
Defendants :
:

ANSWER OF DEFENDANT PATTI PEPPERMAN

Defendant Patti Pepperman, by and through her undersigned counsel, hereby answers the plaintiff's complaint.

ANSWER

1. Admitted.
2. Admitted.
3. Admitted in part, denied in part. It is admitted that Plaintiff and Defendants entered into a Rent with Option to Buy Agreement on April 1, 2001. It is denied that the property that is the subject of the Rent with Option to Buy Agreement is the property in which the Plaintiffs reside. The Rent with Option to Buy Agreement is for the property in which the Defendants reside.
4. Admitted.
5. Admitted in part, denied in part. It is admitted that there is a crack in the furnace firebox. All of the remaining aspects are denied or defended. The broken porch window and burn in the kitchen countertop have been fixed, and the front porch has been painted. Defendant Patti Pepperman hired Mark Leigey to repair the leak on the back porch roof. Mr. Leigey repaired the roof on July 16, 2003, but the

roof began to leak again shortly after. Defendant is currently in the process of putting roll roofing on the roof to repair the leak.

6. Admitted in part, denied in part. It is admitted only that the broken porch window and the burn in the kitchen countertop occurred after the execution of the Agreement. It is also admitted that the front porch needed to be painted since the execution of the Agreement. It is denied that the crack in the furnace firebox and the leak in the back porch roof occurred after the execution of the Agreement, as after reasonable investigation, Defendant Patti Pepperman is without knowledge or information sufficient to form a belief as to its truth.
7. Admitted.
8. Admitted in part, denied in part. It is admitted only that Defendant Patti Pepperman has not yet repaired the crack in the furnace firebox and completely repaired the back porch roof leak. Paragraph 2(a) of the Rent with Option to Buy Agreement does not set out a specific length of time within which Defendant Patti Pepperman is required to repair any damaged premises. Defendant has every intention of making the repairs, and will repair the roof and furnace firebox as soon as she is able to do so. Defendant made multiple attempts to repair the back porch roof leak by hiring a repairman and putting on roll roofing, but has not yet finished the repairs. All of the remaining aspects of this averment are denied. At the time of the filing of the Complaint, Defendant had replaced the porch window, repaired the burn in the kitchen countertop, and painted the front porch.

WHEREFORE, Defendant Patti Pepperman requests that judgment be entered in her favor and against Plaintiff.



Robin Jean Foor
Attorney for Patti Pepperman
MidPenn Legal Services
211 ½ East Locust St.
Clearfield, PA 16830
(814) 765-9646

I verify that the statements made in this Answer are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to unsworn falsification to authorities.

Patti Pepperman

Patti Pepperman

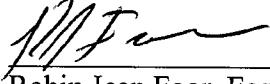
CERTIFICATE OF SERVICE

I hereby certify that a copy of the Answer has been served on Sandra Johnston by handing a true and correct copy to:

Chris A. Pentz
Attorney At Law
2111/2 East Locust Street
Clearfield, PA 16830

MidPenn Legal Services
By:

8-7-03



Robin Jean Foor, Esquire
Attorney for Patti Pepperman

FILED 2cc
O 1:00 PM
AUG 07 2003
Any Floor
KRS

William A. Shaw
Prothonotary/Clerk of Courts

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

SANDRA JOHNSTON,
Plaintiff

Plaintiff

vs

* No. 03-653 -C.D.

FRANK SHIPLEY and PATTI
PEPPERMAN.

Defendants

* Type of Case: Civil

* **Type of Pleading:** Certificate
* of Service

* Filed on Behalf of: Plaintiff

* Counsel of Record for this Party:
* CHRIS A. PENTZ, Esquire

* Supreme Court I.D. # 39232
* 211 1/2 East Locust Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

FILED

Post AUG 25 2003
9/10:45 AM
William A. Shaw
Prothonotary/Clerk of Courts

1 CFMS TO Haze

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

SANDRA JOHNSTON,

Plaintiff *

vs *

No. 03-653-C.D.

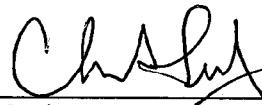
FRANK SHIPLEY and PATTI
PEPPERMAN,

Defendants *

CERTIFICATE OF SERVICE

I, Chris A. Pentz, Attorney for the Plaintiff,
certify that a certified copy of a Notice of Default was
served upon the Defendant, Frank Shipley, by regular mail at
the U.S. Post Office at Clearfield, Pennsylvania, postage
prepaid.

Service was made the 4th day of August, 2003.


Chris A. Pentz

Attorney for Plaintiff

GLEBEFIELD, PENNSYLVANIA 16830
211 1/2 EAST LOCUST ST. P.O. BOX 552
ATTORNEY AT LAW
CHRIS A. PENNZ

— Fold Here —

FILED

AUG 25 2003

William A. *Sc*
Prothonotary/Clerk

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

SANDRA JOHNSTON,
Plaintiff

vs

* No. 2003-653-C.D.

FRANK SHIPLEY and PATTI
PEPPERMAN,
Defendants

* Type of Case: Civil

* Type of Pleading: Praeclipe to
* Enter Judgment By Default

* Filed on Behalf of: Plaintiff

* Counsel of Record for this Party:
* CHRIS A. PENTZ, Esquire

* Supreme Court I.D. # 39232
* 211 1/2 East Locust Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

FILED

AUG 25 2003

04:06:12

William A. Shaw

Prothonotary/Clerk of Courts

NOTICE TO DEF.
F. SHIPLEY

STATEMENT TO ATT.

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

*
SANDRA JOHNSTON,
Plaintiff

VS * No. 03-653-C.D.

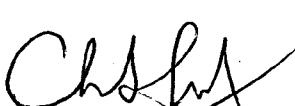
FRANK SHIPLEY and
PATTI PEPPERMAN,
Defendants *

PRAECIPE TO ENTER JUDGMENT BY DEFAULT

TO THE PROTHONOTARY:

Please enter judgment in favor of the Plaintiff, Sandra Johnston and against the Defendant, Frank Shipley, in an unliquidated amount plus interest, costs and such other relief as deemed appropriate.

Respectfully submitted this 25 day of Aug, 2003.


Chris A. Pentz, Esquire

Attorney for Plaintiff

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

*
SANDRA JOHNSTON,
Plaintiff

*
vs
No. 03- 653 -C.D.

*
FRANK SHIPLEY and PATTI
PEPPERMAN,
Defendants

NOTICE OF DEFAULT

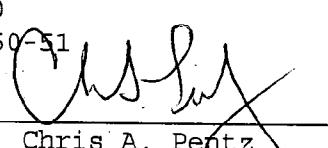
To: FRANK SHIPLEY

Date of Notice: Aug 4, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE
ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN
DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED
AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE PROPERTY OR OTHER
IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT
ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO
OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET

LEGAL HELP: Office of Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield PA 16830
814 765-2641 Ext. 50-51


Chris A. Pentz
Attorney for Plaintiff

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

*
SANDRA JOHNSTON,
Plaintiff *

*
vs No. 03- 653 -C.D.
*

FRANK SHIPLEY and PATTI
PEPPERMAN,
Defendants *

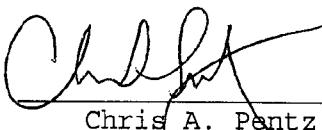
*
CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of a Notice
of Default was served upon the following:

FRANK SHIPLEY
421 East Pine Street
Clearfield PA 16830

Service was made by regular mail from the U.S. Post Office at
Clearfield, Pennsylvania, 16830, postage prepaid.

Service was made the 4 day of August, 2003.



Chris A. Pentz
Attorney for Plaintiff

CHRIS A. PENNZ
ATTORNEY AT LAW
211 1/2 EAST LOCUST ST. P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

Fold Here

FILED

AUG 25 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

*

SANDRA JOHNSTON,
Plaintiff

*

vs

*

No. 03-653-C.D.

*

FRANK SHIPLEY and PATTI
PEPPERMAN,
Defendants

*

*

Notice of Judgment

NOTICE is given that a JUDGMENT in the above-captioned matter has been entered against you in an unliquidated amount plus interest, costs and such other relief as deemed appropriate on Aug. 25, 2003.



Prothonotary

By _____
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Sandra L. Johnston
Plaintiff(s)

No.: 2003-00653-CD

Real Debt: Unliquidated Amount

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Frank Shipley
Patricia M. Pepperman
Defendant(s)
JUDGMENT AGAINST
FRANK SHIPLEY , ONLY

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 25, 2003

Expires: August 25, 2008

Certified from the record this August 25, 2003

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

SANDRA JOHNSTON,
Plaintiff

vs * No. 2003-653-CD

FRANK SHIPLEY and PATTI
PEPPERMAN,
Defendants

* Type of Case: Civil

* Type of Pleading: Praeclipe to
* List for Non-Jury Trial

* Filed on Behalf of: Plaintiff

* Counsel of Record for this Party:

* CHRIS A. PENTZ, Esquire

* Supreme Court I.D. # 39232
* 211 1/2 East Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* 814 / 765 - 4000

FILED

SEP 19 2003
073406
William A. Shaw
Prothonotary/Clerk of Courts

1 copy to KMTS
copy to C/A

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

*

SANDRA JOHNSTON,
Plaintiff

*

vs * NO. 2003-653-CD

FRANK SHIPLEY and PATTI
PEPPERMAN,
Defendants

PRAECIPE

To: The Prothonotary

Please list the above-captioned matter for trial on:

1. (a) No Motions are outstanding and Discovery
has been completed and the case is ready for trial; or
(b) No Motions are outstanding and that an
Order of the Court has been entered limiting Discovery to a
period ending more than thirty (30) days prior to the
filing of the Praecipe; and

2. This case is to be heard:

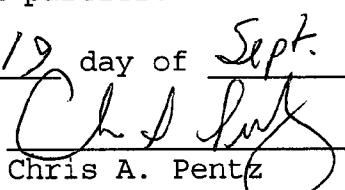
Jury

Non jury

Arbitration

3.. Notice of the Praecipe has been given to the
attorney or attorneys representing the other parties or in
the event that the other parties are not represented by
counsel, then directly to such parties.

Respectfully submitted this 19 day of Sept., 2003


Chris A. Pentz
Attorney for the Plaintiff

CLEBARFIELD, PENNSYLVANIA 16880
211 1/2 EAST LOCUST ST. P.O. BOX 552
ATTORNEY AT LAW
CHRIS A. PENNZ

— Fold Here —

FILED

SEP 19 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

Sandra Johnston, :
Plaintiff :
:
vs. : 03-653-CD
:
Frank Shipley and :
Patti Pepperman, :
Defendants :
:

PRAECIPE TO ENTER APPEARANCE

To the Prothonotary:

Please enter my appearance on behalf of Frank Shipley.



Robin Jean Foor, Esquire
Attorney for Frank Shipley
MIDPENN LEGAL SERVICES
211 1/2 East Locust Street
Clearfield, PA 16830
(814)765-9646

FILED

JAN 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

1cc

8/10/03
JAN 05 2004
Clerk
Hyl Floor

William A. Shaw
Prothonotary/Clerk of Courts

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

Sandra Johnston,	:
Plaintiff	:
	:
vs.	: 03-653-CD
	:
Frank Shipley and	:
Patti Pepperman,	:
Defendants	:

DEFENDANT'S PRE-TRIAL MEMORANDUM

1. Brief Statement of Defense:

Defendants have made the repairs complained of by the Plaintiff. Specifically, they have replaced the porch window, replaced the furnace, repaired the counter top, repaired the back porch roof and painted the front porch.

2. List of all exhibits

- a. Photographs of the repairs
- b. Receipts for materials
- c. Statement from Community Action

3. List of Witnesses

a. Patti Pepperman
421 East Pine Street
Clearfield, PA 16830

b. Frank Shipley
421 East Pine Street
Clearfield, PA 16830

c. Dale Knepp
PO Box 792
Clearfield, PA 16830

d. Richard Tripp
LPV Apt. 7C
Clearfield, PA 16830

e. Bill Haywood
Hillsdale
Clearfield, PA 16830

4. Statement of Legal Theory of the Defense

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The defendants have made the repairs and have not breached the contract. The relief plaintiff is requesting will result in forfeiture. Installment Land Contract Law, 68 P.S. 901 et seq; Pennsylvania case law disfavors forfeitures. That body of law has termed forfeitures "odious," Arcon Development Corp. v. US, 409 F.Supp. 671,673 (WD Pa 1976); "disfavored" Barraclough vs. Atlantic Refining Co., 230 Pa.Super, 276,281, 326 A.2d 477,479 (1974); and "abhorrent," In RE Kam Dam Marina, Inc., 20 B.R. 414,416 (Bankr.W.D. PA. 1982) and Jackson vs. Richards 5&10, inc., 289 Pa. Super 445, 452, 433 A.2d 888, 891 (1981). C & C TV & Appliance, Inc., 97 BR 782, 786 (1989).

5. Damages

Defendants demand reimbursement of the moneys they have paid to plaintiff if the contract is voided.

6. Extraordinary Evidentiary Problems. NONE

7. Stipulations

- a. Plaintiff and the defendants entered into a contract for the installment sale of the property located at 421 East Pine Street, Clearfield, Pa.
- b. The contract contains a clause making the defendants responsible for repairs to the premises.
- c. The contract does not specify the time in which the repairs must be made.
- d. The contract also holds the defendants responsible for damages to the premises.
- e. The defendants did cause the furnace to be replaced.
- f. Plaintiff was aware of the plan to replace the furnace and did agree to said replacement.
- g. The replacement of the furnace increased the value of the residence.

8. Points of Charge. N/A

9. Estimated time of trial. ½ day



Robin Jean Foor, Esquire ID #41520
MidPenn Legal Services, Inc.
211 1/2 East Locust Street
Clearfield, PA 16830
(814)765-9646



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MidPenn Legal Services

211 1/2 East Locust Street, Clearfield, PA 16830
Phone 800-326-9177 814-765-9646 FAX 814-765-1396
www.midpenn.org

January 14, 2004

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

RE: Sandra Johnston vs. Frank Shipley and Patti Pepperman
No.: 03-653-CD

Dear Dave:

I have enclosed a Pre-Trial Memorandum, which I have prepared on behalf of the defendants, Patti Pepperman and Frank Shipley. Thank you for your attention to this matter.

Very truly yours,

MIDPENN LEGAL SERVICES
By



Robin Jean Foor
Attorney at Law

RJF: djo
Enclosure
CC: Chris Pentz, Esquire

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**COURT ADMINISTRATOR'S
OFFICE**



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

SANDRA JOHNSTON,
Plaintiff

VS

* No. 2003-653-C.D.

FRANK SHIPLEY and
PATTI PEPPERMAN,
Defendants

* Type of Case: Civil

* Type of Pleading: PreTrial
* Statement

* Filed on Behalf of: Plaintiff

* Counsel of Record for this Party:
* CHRIS A. PENTZ, Esquire

* Supreme Court I.D. # 39232
* 211 ½ East Locust Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

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JAN 19 2004

COURT ADMINISTRATOR'S
OFFICE

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

*

SANDRA JOHNSTON,
Plaintiff *

vs * No. 03-653-CD

*

FRANK SHIPLEY and
PATTI PEPPERMAN,
Defendant *

*

PLAINTIFF'S PRE-TRIAL STATEMENT

I. BRIEF STATEMENT OF THE CASE.

Plaintiff and Defendants entered into a Rent With Option To Buy Agreement dated April 1, 2001. The Agreement provided that Defendants shall be responsible for leaks or breakage in the structure, equipment or fixtures. During the Defendants' possession of the premises pursuant to the Rent With Option To Buy Agreement the property had a broken porch window, crack in furnace box, burn in countertop, leak in back porch roof, and the front porch roof was in need of painting.

II. UNUSUAL QUESTIONS OF LAW.

None.

III WITNESSES.

1. Sandra Johnston
525 Susquehanna Avenue
Curwensville PA 16833
2. Any witnesses as listed in Defendant Pepperman's PreTrial Statement.

IV MEDICAL REPORTS.

None.

V. EXPERT REPORTS

None.

VI. Special Damages.

None.

VII. Exhibits.

Rent With Option To Buy Agreement dated April 1, 2001

VIII Photographs, Plots or Plans.

None.

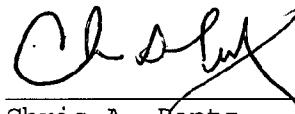
IX. Estimated Length of Time of Trial.

One (1) day.

X. List of Proposed Stipulations.

None.

Respectfully submitted,



Chris A. Rentz
Attorney for Plaintiff

(6)

CLIFTONFIELD, PENNSYLVANIA 16830

211½ East Locust Street

ATTORNEY AT LAW

CHRIS A. BENZ

Fold Here

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

SANDRA JOHNSTON,
Plaintiff

vs

FRANK SHIPLEY and
PATTI PEPPERMAN,
Defendant

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* No. 2003 - 653 - C.D.

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*
* Type of Case: Civil

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* Type of Pleading: Praeclipe to
* Mark Settled and Discontinued

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* Filed on Behalf of: Plaintiff

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*
*
* Counsel of Record for this Party:
* CHRIS A. PENTZ, Esquire

*
* Supreme Court I.D. # 39232
* 207 East Market Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

FILED ^{1CCP}
01/31/04 ¹³⁴ Cest. of Disc.
OCT 22 2004 to Atty
William A. Shaw ^{Copy of Disc.}
Prothonotary/Clerk of Courts ^{to CIA}

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

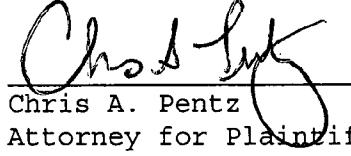
SANDRA JOHNSTON,)
Plaintiff)
)
vs) No. 03-653-C.D.
)
FRANK SHIPLEY and)
PATTI PEPPERMAN,)
Defendants)

PRAECIPE TO MARK SETTLED AND DISCONTINUED

TO THE PROTHONOTARY:

Please mark the record in the above captioned
matter settled and discontinued.

Date: 10-18-04


Chris A. Pentz
Attorney for Plaintiff
I. D. # 29323
207 East Market Street
P. O. Box 552
Clearfield PA 16830

CLEARFIELD, PENNSYLVANIA 16830
207 East Market Street
CHRIS A. PENNZ
ATTORNEY AT LAW

— Fold Here —

OCT 22 2004

CHRIS A. PENNZ

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Copy

CIVIL DIVISION

Sandra L. Johnston

Vs.

No. 2003-00653-CD

**Frank Shipley and
Patti Pepperman**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 22, 2004, marked:

Settled and Discontinued

Record costs in the sum of \$85.00 have been paid by Sandra Johnston and record costs in the sum of \$20.00 have been paid by Chris A. Pentz, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of October A.D. 2004.

William A. Shaw, Prothonotary