

03-867-CD
MARY A. OLSON vs. DAVID E. OLSON

Date: 12/23/2003

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 12:02 PM

ROA Report

Page 1 of 1

Case: 2003-00867-CD

Current Judge: Paul E. Cherry

Mary A. Olson vs. David E. Olson

Civil Other

Date		Judge
06/13/2003	Filing: Civil Complaint Paid by: Naddeo, James A. (attorney for Olson, Mary A.) Receipt number: 1861613 Dated: 06/13/2003 Amount: \$85.00 (Check) 1 cc Shff.	No Judge ✓
06/19/2003	Praecipe For Entry Of Appearance On Behalf Of The Defendant, DAVID E. OLSON. filed by s/James N. Bryant, Esquire Certificate of Service no c/c	No Judge ✓
06/23/2003	Preliminary Objections. filed by s/James N. Bryant, Esq. Certificate of Service no cc Praecipe For Argument on the Preliminary Objections filed by Defendant s/James N. Bryant, Esq. Certificate of Service no cc	No Judge ✓
06/27/2003	Sheriff Returns: Now June 16, 2003 served complaint on David E Olson at residence. Shff. Hawkins \$22.69, Surcharge \$10.00 Paid by Atty.	No Judge ✓
08/06/2003	Praecipe to Withdraw Preliminary Objections, filed by s/James N. Bryant, Esq. No CC	John K. Reilly Jr. ✓
08/26/2003	Certificate of Service, Notice of Default upon: James N. Bryant, Esquire. filed by s/James A. Naddeo, Esquire 1 cc Atty Naddeo	John K. Reilly Jr. ✓
08/27/2003	Defendant's Answer To Complaint. filed by s/James N. Bryant, Esq. Verification s/David E. Olson Certificate of Service no cc	John K. Reilly Jr. ✓
12/01/2003	Praecipe to List for Trial No CC.	John K. Reilly Jr. ✓



Sheriff's Office Clearfield County

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE

1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

ROBERT SNYDER
CHIEF DEPUTY
CYNTHIA AUGHENBAUGH
OFFICE MANAGER

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 14824

RUSSELLA JO BELL

VS

JEFFREY ALAN BELL

TERM & NO. 03-1713-CD

DOCUMENT TO BE SERVED:

PROTECTION FROM ABUSE

SERVE BY:
ASAP
HEARING: 12/8/03 @ 1:00 PM

MAKE REFUND PAYABLE TO: CALL WHEN SERVED WITH YOUR COSTS

SERVE: JEFFREY ALAN BELL

ADDRESS: 12040 RIDGE ROAD, RENOVO, PA. 17764

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CLINTON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 18TH Day of NOVEMBER 2003

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

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

MARY A. OLSON, an individual
Plaintiff,

vs.

DAVID E. OLSON, an individual
Defendant.

*
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*
* No. 03 - 867 - CD
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* Type of Pleading:

*
* COMPLAINT
*
*

* Filed on behalf of:
* Plaintiff
*
* Counsel of Record for
* this party:
*

*
* James A. Naddeo, Esq.
* Pa I.D. 06820
*
* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

JUN 13 2003

William A. Shaw
Prothonotary

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

MARY A. OLSON, an individual *
Plaintiff, *
*
vs. * No. 03 - - CD
*
DAVID E. OLSON, an individual *
Defendant. *

NOTICE

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

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURT HOUSE
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641

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

MARY A. OLSON, an individual *
Plaintiff, *
*
vs. * No. 03 - - CD
*
DAVID E. OLSON, an individual *
Defendant. *

C O M P L A I N T

NOW COMES the Plaintiff, Mary A. Olson, and by her attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Mary A. Olson whose address is P.O. Box 59, Curwensville, Pennsylvania 16833.

2. That the Defendant is David E. Olson whose address is 461 Tree Farm Road, Curwensville, Pennsylvania 16833.

3. That on December 11, 1998, the Plaintiff entered into a sales agreement with David E. Olson and Charles R. Olson, hereinafter referred to as "Buyers," for certain real property, including land, buildings, and improvements on the property being situated in Clearfield County, Pennsylvania, hereinafter referred to as "the property". A copy of the contract is attached hereto as Exhibit "A".

4. That incident to the sales agreement a Deed was delivered from the Plaintiff to the Buyers dated March 24, 1999, and recorded in the Recorder's Office of Clearfield County as

Instrument No. 199905983. A copy of the Deed is attached hereto as Exhibit "B".

5. That Paragraph 2, Section VI, of the sales agreement attached hereto as Exhibit "A" provides as follows:

"Buyers agree that they will enter into and execute a separate agreement with Seller which will provide for Seller to remain in possession of her residence situated on the property and which will provide that Seller may remain in possession of said residence and continue to reside there for her lifetime or until such time as she wishes to reside elsewhere."

6. That Plaintiff remained in possession of the subject property consistent with Paragraph 2, Section VI, of the sales agreement attached hereto as Exhibit "A" from the date of delivery of the Deed to the premises to Buyers until June 10, 2003.

7. That Buyer, Charles R. Olson, died on December 28, 2002, vesting the property by operation of the Deed attached hereto as Exhibit "B" in the Defendant, David E. Olson, as the surviving co-tenant.

8. That prior to the death of Charles R. Olson, Buyers failed to comply with Paragraph 2, Section VI, of the sales agreement attached hereto as Exhibit "A".

9. That in April 2003 Plaintiff received a Notice to Quit the premises from Defendant and was subsequently served with a Landlord and Tenant Complaint filed with District Magistrate Richard A. Ireland. A copy of said Complaint is attached hereto as Exhibit "C".

10. That Plaintiff vacated the premises as demanded by Defendant on or about June 10, 2003.

11. That Plaintiff has been denied use of her residence including the reasonable rental value thereof since June 10, 2003, and continuing from that date forward.

12. That Plaintiff has demanded that Defendant comply with Paragraph 2, Section VI, of the sales agreement attached hereto as Exhibit "A".

13. That Defendant has failed and/or refused to comply with Paragraph 2, Section VI, of the sales agreement attached hereto as Exhibit "A".

WHEREFORE, Plaintiff prays:

A. That Defendant be directed to execute an agreement with Plaintiff granting her possession of her residence for her lifetime or until such time as she wishes to reside elsewhere;

B. That Defendant compensate Plaintiff for her loss of use of the residence; and

C. That Defendant be directed to pay Plaintiff's counsel fees and costs.

Respectfully submitted,



James A. Naddeo
James A. Naddeo, Esquire
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared MARY A. OLSON, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Mary A. Olson

Mary A. Olson

SWORN and SUBSCRIBED before me this 20th day of May, 2003.

Jennifer L. Royer

Jennifer L. Royer
Notary Seal
Jennifer L. Royer, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires May 17, 2007

AGREEMENT

THIS BUY AND SELL AGREEMENT was entered into on the 11th day of December, 1998, between MARY ALICE OLSON of R.D. 2, Box 120, Curwensville, Pennsylvania, 16833, hereinafter referred to as "Seller",

A

N

D

DAVID E. OLSON and CHARLES R. OLSON, both of Curwensville, Pennsylvania, 16833, hereinafter referred to as "Buyers".

RECITALS

WHEREAS, Seller is the owner of certain real property, including land, buildings, and improvements on the property as set forth at Schedule "A" herein, being situated in Clearfield County, Pennsylvania, hereinafter referred to as "the property"; and

WHEREAS, Seller is also the owner and operator of Olson's Christmas Tree Farm, referred to as "the business"; and

WHEREAS, Buyers and Seller desire to enter into this Buy and Sell Agreement for the purchase and sell of the property and the business.

THEREFORE, in consideration of the mutual covenants of the parties contained in this Agreement, the parties agree as

LAW OFFICES OF
COLAVECCHI & RYAN
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. BOX 131
CLEARFIELD, PA.

follows:

SECTION I

OFFER

Buyers offer to buy from Seller and Seller agrees to sell to Buyers, the property and the business, subject to all conditions contained in this Agreement.

SECTION II

DESCRIPTION OF PROPERTY AND BUSINESS

The legal description of the land included in the property is on the attached Schedule "A" which is incorporated by reference. The property also includes all fixtures and improvements located on the described land. The business includes all customer lists, equipment, fixtures, furniture and other furnishings, licenses and permits, business and professional memberships, the trade name, and all other personal property, tangible and intangible, with the specific exception of all accounts receivable as of January 1, 1998, which are to be retained by Seller, used and related to the operation of the said business conducted by Seller.

SECTION III

PURCHASE PRICE

The purchase price for the property and the business is
_____ dollars.

1 OFFICES OF
/ECCHI & RYAN
E. MARKET ST.
CROS. 10M
DURT. 1E
O. BOX 131
ARFIELD, PA.

SECTION IV

PAYMENT TERMS

Buyers will pay the purchase price for the property and the business in cash or equivalent funds at the time of closing.

Seller will convey the property to Buyers by Special Warranty Deed, delivered and executed at the time of closing. Seller will transfer the personal property of the business by means of a Bill of Sale at the time of closing.

SECTION V

CLOSING MATTERS

Buyers and Seller will close this sale no later than _____, subject to the satisfaction of all conditions of this Agreement.

Prior to the closing, Seller and Buyers will inspect Seller's on-hand inventory and supplies and will prepare a mutually acceptable written list of inventory and supplies to be purchased by Buyers. This list will be attached to this Agreement as Exhibit "B" and incorporated by reference.

The purchase price for the said inventory and supplies is part of the purchase price as set forth at Section III herein above.

Also at that time of closing, Seller will provide Buyers with a written list of outstanding accounts receivable. All accounts receivable as of January 1, 1998, shall remain the

property of Seller and when and if payment is received by Buyers in the ordinary course of business for said accounts receivable, same will be paid promptly to Seller. All accounts receivable incurred after January 1, 1998, will become the property of Buyers.

SECTION VI

POSSESSIONS

Seller will give possession of the property and the business to Buyers at the time of closing.

Notwithstanding the above, Buyers agree that they will enter into and execute a separate agreement with Seller which will provide for Seller to remain in possession of her residence situated on the property and which will provide that Seller may remain in possession of said residence and continue to reside there for her lifetime or until such time as she wishes to reside elsewhere.

SECTION VII

This Agreement is also subject to the satisfaction of the conditions set forth below:

a. Government regulations. Evidence of satisfactory zoning of the property, including the ability to transfer any special use permits existing to enable the use of the property for the business, and the existence of all governmental approvals, authorizations, and permits necessary to own and operate the

business, as well as verification of compliance with all environmental laws and regulations;

b. Right to inspect. Satisfactory physical inspections of the property and all items sold with the business at the option and to the satisfaction of Buyers. Buyers will be given the opportunity to reinspect the property and the business immediately prior to closing and to assure themselves that the property and the business have remained in satisfactory condition;

c. Review of documentation. Buyers satisfactory review of all documentation generated or prepared in connection with the sale, including title documents or lien searched on the property and the business, inspection reports, Seller's underlying financial documents, a list of all assets and personal property sold with the business, and all other documents as may be necessary or incident to the closing.

SECTION VIII

TAXES AND TAX PRORATION

Seller is responsible for the payment of all Federal, State, and Local Taxes, including sales, single business, unemployment, FICA, and other similar taxes related to the operation of the business up to the date of closing. Special Assessments that are or become a lien on the property or the business on or before the date of closing will be paid by the Seller. All real and personal property taxes will be deemed to cover the calendar year

in which the taxes become a lien. Real and personal property taxes that become a lien in the years prior to the year of closing will be paid by the Seller without proration. Real and personal property taxes that become a lien in the year of closing shall be pro-rated on a calendar year basis as the County and Township Taxes and on a fiscal year basis as to the School Taxes.

SECTION IX

ASSIGNMENT

Buyers shall not assign this Agreement without prior written consent of Seller.

SECTION X

SELLER'S WARRANTIES

Seller represents and warrants to Buyers that:

a. Neither Seller nor, to the best of Seller's knowledge, and predecessor user or owner of the property or any part of the property has or has caused to be generated, stored, or disposed of any hazardous waste or substance on the property. For purposes of this Agreement, "Hazardous Waste or Substance" shall encompass all substances included in the definition of those terms under the Federal Comprehensive Environmental Response Compensation and Liability Act, as Amended, and regulations under the Act and analogous laws and regulations of the Commonwealth of Pennsylvania. Seller agrees to pay the cost of removal or clean-up of any hazardous waste or substance found to exist at the

property from the activities of Seller, or of any entity operating the business or the property that was owned in whole or in part by the Seller, and any fines or penalties associated with the presence of any hazardous waste or substance;

b. All financial records and information about the business, both oral and written supplied by Seller to Buyers are true and accurate in all respects and present a complete picture and description of the business as operated by Seller;

c. Seller has good title to all of the items included in the sale of the business, free and clear of any liens or rights of others, and all items sold to Buyers, including the inventory and supplies. These warranties will survive the closing on the sale agreed to in this instrument.

SECTION XI

BREACH OF SELLER'S WARRANTIES

Seller acknowledges that, as Seller's warranties related to financial viability of the business, Buyers and relying on Seller's warranties as material to their purchase of the property and the business. If any of the records or other information supplied by Seller is inaccurate or misleading in a material way, Buyers will have the option of:

1. Rescinding this transaction, where both parties are returned to their original position; or
2. If rescission is impractical, renegotiating the terms of the purchase with Seller to reflect the diminishment and value or

other impact obscured by the inaccurate or misleading information. These options are not intended to limit the other remedies that may be available to the parties if inaccurate or misleading information of any of the breach of warranties is discovered.

Buyers and Seller have executed this Agreement on the

12 day of December, 1998.

ATTEST:

SELLER:

Mary Alice Olson (SEAL)
MARY ALICE OLSON

WITNESS:

Dominic J. Fida

Mark A. Puit

BUYERS:

David E. Olson (SEAL)
DAVID E. OLSON

Charles R. Olson (SEAL)
CHARLES R. OLSON



County Parcel No. _____

This Deed,

MADE the 24 day of March
in the year nineteen hundred and ninety-nine (1999)

BETWEEN MARY ALICE OLSON, a single individual, of Pike Township, Clearfield County, Pennsylvania, party of the first part, hereinafter referred to as Grantor,

A

N

D

CHARLES R. OLSON, a single individual, and DAVID E. OLSON, a single individual, both of Curwensville, Clearfield County, Pennsylvania, parties of the second part, hereinafter referred to as Grantees.

WITNESSETH, That in consideration of One (\$1.00)

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantees, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP.

I. ALL those certain pieces or parcels of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a Hemlock on or near the line between T.R. McClure and James Caldwell; thence by lands of said Caldwell North fifty-three (53) degrees West two hundred twelve (212) perches to a post and line of D. Brink; thence by land of said Brink South sixty-six (66) degrees West one hundred ten (110) perches to a white pine; thence by land of William Hepburn South fifty-three (53) degrees East two hundred sixty-six (266) perches to a post; thence by land of John Irvin North thirty-seven (37) degrees East ninety-six (96) perches to a hemlock and place of beginning.

Containing one hundred thirty-five (135) acres and one hundred twenty-nine (129) perches and allowances.

EXCEPTING AND RESERVING a certain tract deeded by John Porter to Daniel Brink by deed dated April 14, 1851, recorded in Deed Book 38, Page 38, being bounded and described as follows:

KAREN L. STARCH
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER	RECORDED ON	RECORDED BY	RECORDED FOR	RECORDED FEE
19905983	APR 19, 1999	3:16:51 PM	JRD	\$17.00
			RECORDER	\$1.00
			IMPROVEMENT FUND	\$0.50
			STATE WRIT TAX	\$19.50
			TOTAL	

EXHIBIT "B"

BEGINNING at a post corner of James B. Caldwell on Daniel Brink line; thence South sixty-six (66) degrees West forty-one and two tenths (41.2) perches to a post on said Brink line; thence South forty-three (43) degrees East twenty-three and four tenths (23.4) perches to a white pine; thence North fifty-three (53) degrees East eighteen (18) perches to a post; thence North fifty-six and one-half (56 1/2) degrees East twenty-five (25) perches to a pine stump on James B. Caldwell line; thence by said Caldwell land North fifty-four (54) degrees West fifteen and eight tenths (15.8) perches to place of beginning. Containing four (4) acres and eighty-four (84) perches and the usual allowance of six (6%) percent.

THE SECOND THEREOF: ALL that certain tract or piece of land situate in Penn Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a white oak corner; thence by lands of the said John Porter North fifty-six and one-half (56 1/2) degrees West one hundred ninety-four (194) perches to post corner of John Hepburn; thence by land deeded to John Hepburn South thirty-eight (38) degrees West twenty-six (26) perches to a post; thence by land of William Hepburn, South fifty-six and one-half (56 1/2) degrees East one hundred ninety-four (194) perches to a post by a dogwood; thence North thirty-seven (37) degrees East twenty-six (26) perches to a white oak (now down) and place of beginning.

Containing twenty-nine (29) acres and one hundred twenty-five (125) perches and allowance of six (6%) percent.

NOTICE

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

Witness:

.....

This day of

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

EXCEPTING AND RESERVING unto the Grantor herein, all the gas and oil under and upon the above-described premises.

BEING the same premises conveyed to Richard G. Olson and Mary Alice Olson, his wife, by deed of Richard I. Thompson and Mary Frances Thompson, his wife, dated March 12, 1956 and recorded at Clearfield County in Deed Book 449, Page 267.

Richard G. Olson having died September 24, 1983, title vested in Mary Alice Olson, his surviving spouse and Grantor herein.

II. ALL that certain piece or parcel of land known as the Edward Bloom Farm, situate in Penn Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a chestnut tree (now gone); thence along land formerly of Grier Bell, Jr., one hundred ninety-three (193) perches to a post; thence along lands formerly of James Crosley sixty-five (65) perches to a post; thence along lands formerly of John Hepburn one hundred ninety-three (193) perches to a post; thence along lands formerly of Moses Owens sixty-eight and one-half (68 1/2) perches to place of beginning.

Containing seventy-six (76) acres.

EXCEPTING AND RESERVING, nevertheless, 1.03 acres situate in the southwest corner of the herein above described premises, being the same as were conveyed by Oscar L. Bloom, et al, to Harbison-Walker Refractories Company by deed dated November 22, 1928, recorded in the office of the Recorder of Deeds in and for Clearfield County, Pennsylvania in Deed Book 290, Page 320, and being therein described as follows:

BEGINNING at the southwest corner of Edward Bloom Estate; thence North forty-three (43) degrees East one hundred fifty (150) feet along property line between Edward Bloom and George Passmore to corner of iron post; thence North forty-eight (48) degrees West three hundred (300) feet to corner of iron post; thence South forty-three (43) degrees West one hundred fifty (150) feet to corner iron post on line of Grier Bell Tract; thence along the same property line South forty-eight (48) degrees East to the place of beginning.

AND FURTHER EXCEPTING AND RESERVING, nevertheless, unto James R. Leonard and Anne Leonard, his wife, that portion of the first above described premises situate in the Northeast corner and being more particularly bounded and described as follows:

COMMENCING at the Northeast corner of the Edward Bloom Farm; thence in a southeasterly direction along the line of Clifton Thomas a distance of 1025 feet, more or less, to a marked maple; thence in a southwesterly direction one hundred fifteen (115) feet, more or less, to a marked oak; thence in a westerly direction to a marked cherry which said cherry is situate approximately three hundred (300) feet from the Thomas line; thence in a northwesterly direction to a marked cherry on the original property line and property of Charles Philips; thence in a northeasterly direction three hundred (300) feet, more or less, along said property line to corner and place of beginning.

Containing within the boundaries thereof a house, barn and spring.

BEING the same premises conveyed to Richard G. Olson and Mary Alice Olson, his wife, by deed of James R. Leonard and Anne Leonard, his wife, dated May 12, 1959 and recorded at Clearfield County in Deed Book 474, Page 378.

Richard G. Olson having died on September 24, 1983, title vested in Mary Alice Olson, his surviving spouse and Grantor herein.

THIS IS A TAX EXEMPT CONVEYANCE BETWEEN PARENT AND CHILDREN

AND the said grantor will SPECIALLY
hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal, the day and year first above-written.

Sealed and delivered in the presence of

Mary Alice Olson [Seal]
MARY ALICE OLSON

[Seal]

[Seal]

..... [Seal]

..... [Seal]

..... [Seal]

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantees herein is as follows:

Attorney or Agent for Grantee

JOHN R. RYAN, ESQUIRE

Commonwealth of Pennsylvania

County of Clearfield

55.

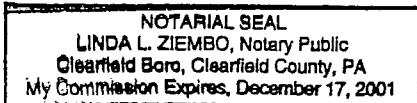
On this, the 24 day of March, 1999, before me Linda L. Ziembo
the undersigned officer, personally appeared MARY ALICE OLSON
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within
instrument, and acknowledged that she executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

Linda L. Kimball



State of }
County of } ss.

On this, the day of , before me

the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

Commonwealth of Pennsylvania }
County of Clearfield } ss.

RECORDED in the Office for Recording of Deeds, etc., in and for the said

County, in Deed Book No. , Page

WITNESS my hand and official seal this day of , 1999

Recorder of Deeds

Deed

WARRANTY DEED
The Plankenhorn Co., Williamsport, Pa.

MARY ALICE OLSON, GRANTOR
-and-

CHARLES R. OLSON and DAVID
E. OLSON, GRANTEES

Dated.... March 24, 1999.....

For House, Barn, Garage and
118.7 Acres and 61.42 Acres
situated in Pike and Penn.
Townships, Clearfield County,
Pennsylvania.....

Consideration \$1.00.....

Recorded.....

Entered for Record in the Recorder's
Office of Clearfield.....
County, the..... day of Tax. \$
19.99..... Fees, \$

Recorder

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

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

16830

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

MONTHLY RENT \$ _____

TO THE DEFENDANT: The above named plaintiff(s) asks judgment together with costs against you for the possession of real property and for:

Lease is Residential Nonresidential.
 Damages for injury to the real property, to wit: _____

Damages for the unjust detention of the real property in the amount of \$ _____
 Rent remaining due and unpaid on filing date in the amount of \$ _____
 And additional rent remaining due and unpaid on hearing date \$ _____

THE PLAINTIFF FURTHER ALLEGES THAT:

1. The location and the address, if any, of the real property is: RDI Tree Farm Road
Total: \$ _____

2. The plaintiff is the landlord of that property.

3. He leased or rented the property to you or to same under whom you claim.

4. Notice to quit was given in accordance with law, or

No notice is required under the terms of the lease.

5. The term for which the property was leased or rented is fully ended, or

A forfeiture has resulted by reason of a breach of the conditions of the lease, to wit: _____
or, _____

Rent reserved and due has, upon demand, remained unsatisfied.

6. You retain the real property and refuse to give up its possession.

I, David E. Olson 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) relating to unsworn falsification to authorities.

X David E. Olson
(Signature of Plaintiff)

(Plaintiff's Attorney)

(Address)

(Phone)

IF YOU HAVE A DEFENSE to this complaint you may present it at the hearing. IF YOU HAVE A CLAIM against the plaintiff arising out of the occupancy of the premises, which is in the district justice jurisdiction and which you intend to assert at the hearing, YOU MUST FILE it on a complaint form at this office BEFORE THE TIME set for the hearing. IF YOU DO NOT APPEAR AT THE HEARING, a judgment for possession

EXHIBIT "C"



Docket No.: L-14 S-03

Date Filed: 4-14-03

Date Paid

	Amount
Filing Costs	\$ <u>108</u> -
Service Costs	\$ _____
Total	\$ _____

	Amount
/	/
/	/
/	/

FILED 100.50
O/ 10/4/5 6/1 Atty Ad. 85.00
JUN 13 2003

William A. Shaw
Prothonotary

Leave over margin

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

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

MARY A. OLSON, an individual
Plaintiff

vs.

DAVID E. OLSON, an individual,
Defendant

: No. 03 - 867 - CD

**PRAECIPE FOR ENTRY OF
APPEARANCE**

Filed on behalf of

Defendant

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
Millheim, PA 16854

(814) 349-5666

FILED

JUN 10 2003

m(11:50/m
William A. Shaw
Prothonotary
no C/C
708

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

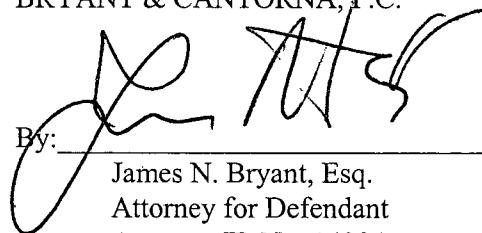
MARY A. OLSON, an individual :
Plaintiff :
vs. : No. 03 - **867** - CD
DAVID E. OLSON, an individual, :
Defendant :
:

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on behalf of the Defendant, DAVID E. OLSON, to the above captioned matter. All papers may be served upon the Defendant at my law offices located at 107 East Main Street, Millheim, PA 16854.

BRYANT & CANTORNA, P.C.

By: 

James N. Bryant, Esq.
Attorney for Defendant
Attorney ID No. 14084
107 East Main Street
Millheim, PA 16854
(814) 349-5666

DATED: June 18, 2003

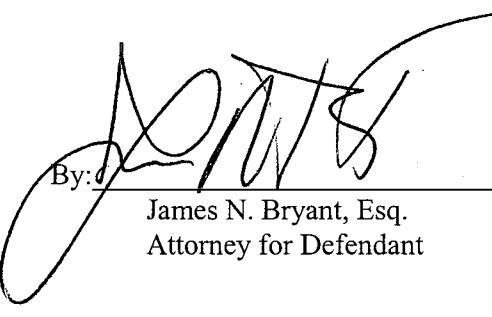
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARY A. OLSON, an individual :
Plaintiff :
vs. : No. 03 - **867** - CD
DAVID E. OLSON, an individual, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within PRAECIPE FOR ENTRY OF APPEARANCE was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

James Naddeo, Esq.
211½ East Locust Street
P. O. Box 552
Clearfield, PA 16830

By: 

James N. Bryant, Esq.
Attorney for Defendant

DATED: June 18, 2003

FILED

JUN 18 2003

*William A. Shaw
Prothonotary*

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

MARY A. OLSON, an individual
Plaintiff

vs. : No. 03 - 867 - CD

DAVID E. OLSON, an individual,
Defendant

PRELIMINARY OBJECTIONS

Filed on behalf of

Defendant

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
Millheim, PA 16854

(814) 349-5666

FILED

JUN 23 2003

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

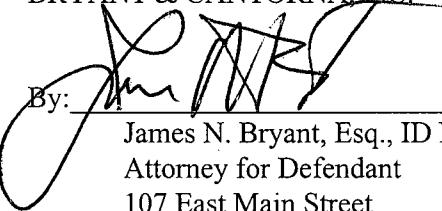
MARY A. OLSON, an individual :
Plaintiff :
vs. : No. 03 - - CD
DAVID E. OLSON, an individual, :
Defendant :
:

PRELIMINARY OBJECTIONS

AND NOW, comes the Defendant, David E. Olson, by and through his attorney, James N. Bryant, Esq., of Bryant & Cantorna, P.C., and files the following Preliminary Objections to the Complaint and states as follows:

1. The Complaint alleges a contract was entered into on December 11, 1998.
2. Subsequent to the entering into the contract, the Plaintiff delivered a deed dated March 24, 1999.
3. At no time thereafter was any agreement ever reached between the Plaintiff and the surviving property owner.
4. The Plaintiff's action is barred by the Statute of Limitations.

BRYANT & CANTORNA, P.C.

By: 

James N. Bryant, Esq., ID No. 14084
Attorney for Defendant
107 East Main Street
Millheim, PA 16854
(814) 349-5666

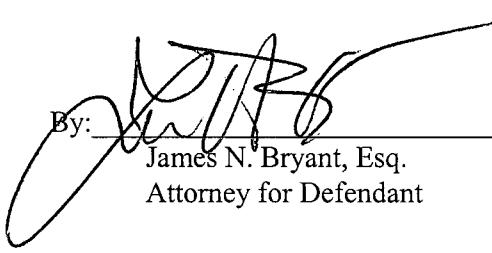
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARY A. OLSON, an individual :
Plaintiff :
vs. : No. 03 - - CD
DAVID E. OLSON, an individual, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within PRELIMINARY OBJECTIONS was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

James Naddeo, Esq.
211½ East Locust Street
P. O. Box 552
Clearfield, PA 16830

By: 

James N. Bryant, Esq.
Attorney for Defendant

DATED: June 20, 2003

FILED NO
M 11 30 2003
JUN 23 2003 *EAS*

William A. Shaw
Prothonotary

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

MARY A. OLSON, an individual
Plaintiff

vs.

No. 03 - 867 - CD

DAVID E. OLSON, an individual,
Defendant

PRAECIPE FOR ARGUMENT

Filed on behalf of

Defendant

Counsel of Record for this Party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
Millheim, PA 16854

(814) 349-5666

FILED

JUN 23 2003

William A. Shaw
Prothonotary

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

MARY A. OLSON, an individual :
Plaintiff :
vs. : No. 03 - - CD
DAVID E. OLSON, an individual, :
Defendant :
:

PRAECIPE FOR ARGUMENT

Kindly list the above-captioned matter for argument on the Preliminary Objections filed by
Defendant.

BRYANT & CANTORNA, P.C.

By: 

James N. Bryant, Esq., ID No. 14084
Attorney for Defendant
107 East Main Street
Millheim, PA 16854
(814) 349-5666

DATED: June 20, 2003

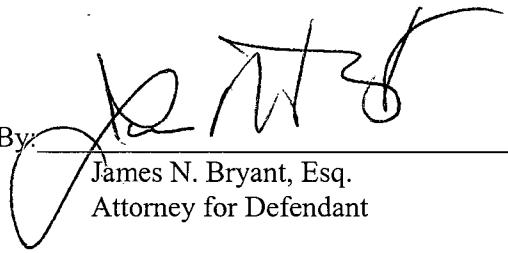
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARY A. OLSON, an individual :
Plaintiff :
vs. : No. 03 - - CD
DAVID E. OLSON, an individual, :
Defendant :
.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within was **PRAECIPE FOR ARGUMENT** served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

James Naddeo, Esq.
211 ½ East Locust Street
P. O. Box 552
Clearfield, PA 16830

By: 

James N. Bryant, Esq.
Attorney for Defendant

DATED: June 20, 2003

FILED NO

JUN 1 1 310 2003
JUN 23 2003 *gk*

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

OLSON, MARY A.

VS.

OLSON, DAVID E.

COMPLAINT

Sheriff Docket # 14183

03-867-CD

SHERIFF RETURNS

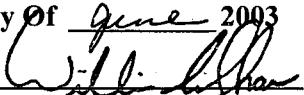
NOW JUNE 16, 2003 AT 1:45 PM SERVED THE WITHIN COMPLAINT ON DAVID E. OLSON, DEFENDANT AT RESIDENCE, 461 TREE FARM ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID E. OLSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
22.69	SHERIFF HAWKINS PAID BY: ATTY CK# 8846
10.00	SURCHARGE PAID BY: ATTY Ck# 8847

Sworn to Before Me This

27 Day Of June 2003


So Answers,


Chester A. Hawkins
Sheriff

FILED

WA 0 2:02 B/R

JUN 27 2003

William A. Shaw
Prothonotary

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

MARY A. OLSON, an individual,
Plaintiff

vs.

DAVID E. OLSON, an individual,
Defendant

CP
No. 03-867 -CD

**PRAECIPE TO WITHDRAW
PRELIMINARY OBJECTIONS**

Filed on behalf of

Defendant

Counsel of Record for this party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
Millheim, PA 16854

(814)349-5666

FILED

AUG 06 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

MARY A. OLSON, an individual, :
Plaintiff :
: :
vs. : No. 03-867-CD
: :
DAVID E. OLSON, an individual, :
Defendant :
:

PRAECIPE TO WITHDRAW PRELIMINARY OBJECTIONS

NOW COMES the Defendant David E. Olson, by and through his attorney, James N. Bryant, Esquire of Bryant & Cantorna, P.C., and files the following Praecipe to Withdraw his Preliminary Objections and states as follows:

1. The Defendant filed preliminary objections to the Plaintiff's complaint.
2. The court set a briefing schedule for the filing of briefs in support of preliminary objections.
3. The defendant hereby withdraws the preliminary objections filed in the above-captioned case.

BRYANT & CANTORNA, P.C.

By:

Bernard F. Cantorna, Esq., ID No. 81794
James N. Bryant, Esq., ID No. 14084
Attorney for Defendant
107 East Main Street
Millheim, PA 16854
(814)349-5666

Date: August 5, 2003

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

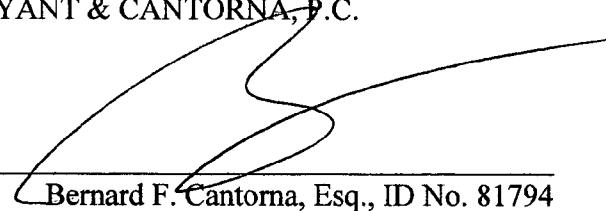
MARY A. OLSON, an individual, :
Plaintiff :
: :
vs. : No. 03-867-CD
: :
DAVID E. OLSON, an individual, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant's response to the
Defendant's Complaint was served by depositing the same with the United States Postal Service,
postage prepaid and addressed to the following:

James Naddeo, Esq
211 ½ East Locust Street
P.O. Box 552
Clearfield, PA 16830

BRYANT & CANTORNA, P.C.

By: 

Bernard F. Cantorna, Esq., ID No. 81794
James N. Bryant, Esq., ID No. 14084
Attorney for Defendant
107 East Main Street
Millheim, PA 16854
(814)349-5666

Date: August 5, 2003

FILED NO
115784 cc
AUG 06 2003
William A. Shaw
Prothonotary/Clerk of Courts


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

MARY A. OLSON, an individual
Plaintiff,

vs.

DAVID E. OLSON, an individual
Defendant.

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

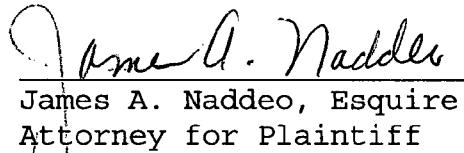
MARY A. OLSON, an individual *
Plaintiff, *
*
vs. * NO. 03 - 867 - CD
*
DAVID E. OLSON, an individual *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Default in the above-captioned action was served on the following person and in the following manner on the 26th day of August, 2003:

First-Class Mail, Postage Prepaid

James N. Bryant, Esquire
BRYANT & CANTORNA, P.C.
107 East Main Street
Millheim, PA 16854



James A. Naddeo, Esquire
Attorney for Plaintiff

FILED *cc*
AUG 26 2003 *Auty Nadeo*
01:29 PM 2003 CCB

William A. Shaw
Prothonotary/Clerk of Courts

Lab 6: Over margins

JAMES A. NADDEO
ATTORNEY AT LAW
211 1/2 EAST LOCUST STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

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

MARY A. OLSON, an individual, :
Plaintiff :
: :
vs. : No. 03-867-CD
: :
DAVID E. OLSON, an individual, :
Defendant :
:

**DEFENDANT'S ANSWER TO
COMPLAINT**
Filed on behalf of

Defendant

Counsel of Record for this party:

James N. Bryant, Esq.
Attorney-At-Law
PA I.D. 14084

BRYANT & CANTORNA, P.C.
107 East Main Street
Millheim, PA 16854

(814)349-5666

FILED

AUG 27 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

MARY A. OLSON, an individual, :
Plaintiff :
: :
vs. : No. 03-867-CD
: :
DAVID E. OLSON, an individual, :
Defendant :
:

DEFENDANT'S ANSWER TO COMPLAINT

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. It is admitted the agreement contains this paragraph, however, by way of further answer in defense, the parties understood that the Plaintiff had another residence and had planned to relocate to the other residence.
6. Denied. The defendants are not certain of the plaintiff's intent, however, by way of further answer in defense, it is averred that the defendants and the decedent's brother always believed that the plaintiff was relocating to other properties that she owned.
7. Admitted.
8. Admitted in part, denied in part. Following the closing, all parties decided not to enter into the subsequent agreement because the plaintiff's intent was unclear at the time and it was believed that she was relocating.
9. Admitted.

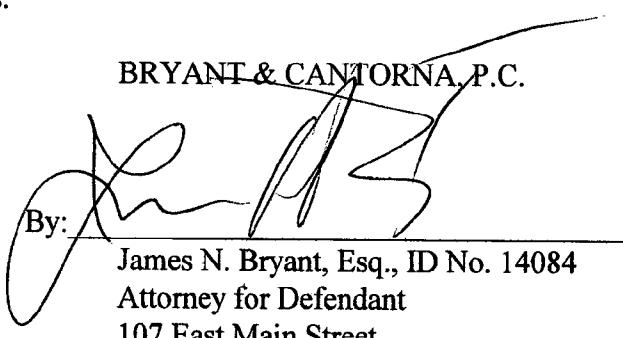
10. Admitted.
11. After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.
12. Admitted.
13. It is admitted that the defendant has failed to comply with paragraph two of the article agreement. By way of further answer in defense, it is agreed that the plaintiff, her late son and the defendants thought that the plaintiff was relocating to another property and that an agreement was not necessary, because the plaintiff had indicated that she wasn't going to stay there for that long. Further, the plaintiff granted a deed without any reservation.

WHEREFORE, the Defendants request the complaint be dismissed.

NEW MATTER

1. The complaint is barred by the Statute of Limitations.
2. The plaintiff is barred by Operation of Law and that she delivered a deed without any reservation to her sons.
3. Plaintiff is barred by latches.

BRYANT & CANTORNA, P.C.

By: 

James N. Bryant, Esq., ID No. 14084
Attorney for Defendant
107 East Main Street
Millheim, PA 16854
(814)349-5666

VERIFICATION

I verify that the statements made in the foregoing 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.

A handwritten signature in black ink, appearing to read "Dan O'Brien", is written over a horizontal line.

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

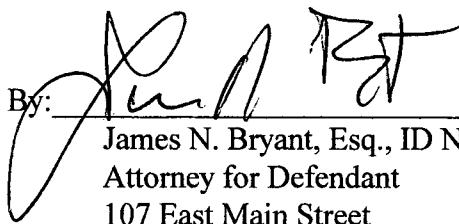
MARY A. OLSON, an individual, :
Plaintiff :
: :
vs. : No. 03-867-CD
: :
DAVID E. OLSON, an individual, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant's Answer to Complaint was served by depositing the same with the United States Postal Service, postage prepaid and addressed to the following:

James Naddeo, Esq
211 ½ East Locust Street
P.O. Box 552
Clearfield, PA 16830

BRYANT & CANTORNA, P.C.

By: 
James N. Bryant, Esq., ID No. 14084
Attorney for Defendant
107 East Main Street
Millheim, PA 16854
(814)349-5666

Date: 8-26-03

FILED NO
AUG 27 2003
cc
SAC

William A. Shaw
Prothonotary/Clerk of Courts

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

MARY A. OLSON, an individual
Plaintiff,

vs.

DAVID E. OLSON, an individual
Defendant.

*

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* No. 03 - 867 - CD

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* Type of Pleading:

*

* **PRAECIPE TO LIST**

* **FOR TRIAL**

*

* Filed on behalf of:

* Plaintiff

*

* Counsel of Record for

* this party:

*

*

* James A. Naddeo, Esq.

* Pa I.D. 06820

*

* 211 1/2 E. Locust Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

FILED

DEC 01 2003

William A. Shaw
Prothonotary

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

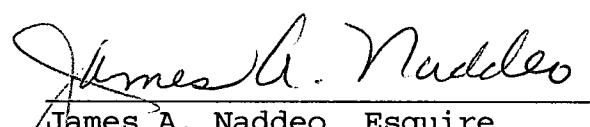
MARY A. OLSON, an individual *
Plaintiff, *
*
vs. * No. 03 - 867 - CD
*
DAVID E. OLSON, an individual *
Defendant. *

PRAECIPE TO LIST FOR TRIAL

TO THE PROTHONOTARY:

Please place the above-captioned matter on the next list
for trial. In support thereof I certify the following:

1. There are no Motions outstanding.
2. Discovery has been completed and the case is ready
for trial.
3. The case is to be heard non-jury.
4. Notice of the Praecipe has been given to opposing
counsel.
5. The time for trial is estimated at one (1) day


James A. Naddeo

James A. Naddeo, Esquire
Attorney for Plaintiff

Date: December 1, 2003

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

MARY A. OLSON, an individual *
Plaintiff, *
*
vs. * No. 03 - 867 - CD
*
DAVID E. OLSON, an individual *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Praeclipe to List for Trial in the above-captioned action was served on the following person and in the following manner on the 1st day of December, 2003:

First-Class Mail, Postage Prepaid

James N. Bryant, Esquire
BRYANT & CANTORNA, P.C.
107 East Main Street
Millheim, PA 16854

James A. Naddeo
James A. Naddeo, Esquire
Attorney for Plaintiff

CLIFFFIELD, PENNSYLVANIA 16830
P.O. BOX 552
21 1/2 EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

Lap over margin _____

FILED
10.45 AM NOV
2003

DEC 01 2003

William A. Shaw
Prothonotary

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

MARY A. OLSON, an individual
Plaintiff,

vs.

DAVID E. OLSON, an individual
Defendant.

*

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* NO. 03 - 867 - CD

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* Type of Pleading:

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* PETITION TO ENFORCE
SETTLEMENT

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* Filed on behalf of:
* Plaintiff

*

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*

* Counsel of Record for
* this party:

*

*

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*

* James A. Naddeo, Esq.
* Pa I.D. 06820

*

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*

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

MAR 24 2004

13:40p

William A. Shaw

Prothonotary/Clerk of Courts

1 cent to attorney

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

MARY A. OLSON, an individual *
Plaintiff,

vs. * No. 03 - 867 - CD

DAVID E. OLSON, an individual *
Defendant.

RULE

AND NOW, this 26th day of March, 2004, upon consideration of the attached Petition, a Rule is hereby issued upon Respondent to Show Cause why the Petition should not be granted. Rule Returnable the 28 of April, 2004, at 3:00 P.m. for hearing.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING MOTION, YOU MUST TAKE ACTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641, Ext. 5982

BY THE COURT,


Judge

FILED

MAR 26 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED ^{1CC}
01/11/19 ^{10:21 AM} Atty Nadeem
MAR 26 2004 ⁵⁵²⁹
William A. Shaw
Prothonotary/Clerk of Courts

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

MARY A. OLSON, an individual *
Plaintiff, *
*
vs. * No. 03 - 867 - CD
*
DAVID E. OLSON, an individual *
Defendant. *

PETITION TO ENFORCE SETTLEMENT

NOW COMES the Petitioner, Mary A. Olson, and by her attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Petitioner is Mary A. Olson, Plaintiff in the above-captioned action, whose address is P.O. Box 59, Curwensville, Pennsylvania 16833.
2. That the Respondent is David E. Olson, Defendant in the above-captioned action, whose address is 461 Tree Farm Road, Curwensville, Pennsylvania 16833.
3. That Petitioner filed suit to the above term and number on June 13, 2003.
4. That in addition to this action, Petitioner also filed suit to No. 03-1187-CD on August 12, 2003.
5. That the parties entered into a settlement agreement whereby all claims including the claim filed to the above term and number would be settled and discontinued upon payment by Respondent to Petitioner the sum of \$38,000.00.

6. That Respondent has made payment on account of his settlement agreement to date in the amount of \$14,000.00.

7. That the balance due to Petitioner upon the parties' settlement agreement is \$24,000.00.

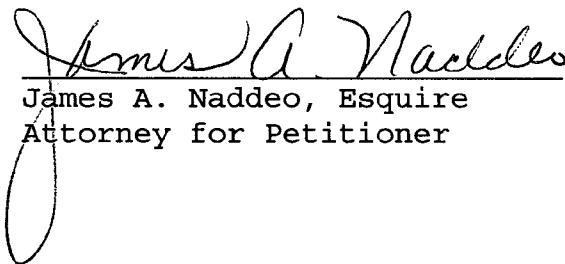
8. That counsel for Petitioner has made demand upon Respondent to pay the balance due to Petitioner, but Respondent has failed and/or refused to comply with the terms of settlement.

9. That Petitioner has been required to incur the services of counsel to bring this action to enforce the terms of the parties' settlement agreement.

10. That Petitioner has agreed to pay her counsel the sum of \$150.00 per hour.

WHEREFORE, Petitioner respectfully requests your Honorable Court to issue a rule upon Respondent to show cause why the terms of the parties' settlement agreement should not be enforced and further to show cause why Respondent should not pay counsel fees incurred by Petitioner.

Respectfully submitted,


James A. Naddeo, Esquire
Attorney for Petitioner

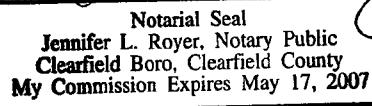
COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared MARY A. OLSON who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

Mary A. Olson
Mary A. Olson

SWORN and SUBSCRIBED before me this 24th day of March, 2004.

Jennifer L. Royer



Prothonotary/Clerk of Courts
William A. Shaw

MAR 24 2004

FILED

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JAMES A. NADDEO
ATTORNEY AT LAW
P.O. BOX 652
CLEARFIELD, PENNSYLVANIA 16830

CA

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

MARY A. OLSON, an individual
Plaintiff,

vs.

DAVID E. OLSON, an individual
Defendant.

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No. 03 - 867 - CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:

Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

MAR 31 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

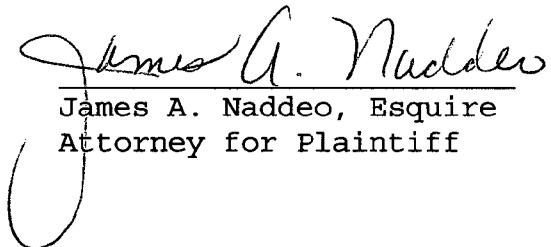
MARY A. OLSON, an individual *
Plaintiff, *
*
vs. * No. 03 - 867 - CD
*
DAVID E. OLSON, an individual *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Petition to Enforce Settlement filed in the above-captioned action was served on the following person and in the following manner on the 30th day of March, 2004:

First-Class Mail, Postage Prepaid

James N. Bryant, Esquire
BRYANT & CANTORNA, P.C.
107 East Main Street
Millheim, PA 16854



James A. Naddeo, Esquire
Attorney for Plaintiff

FILED *10 CC*
OCT 31 2004 *ES*
MAR 3 1 2004 *ES*
William A. Shaw
Prothonotary/Clerk of Courts

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JAMES A. NADDEO
ATTORNEY AT LAW
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MARY A. OLSON

:

VS.

: NO. 03-867-CD

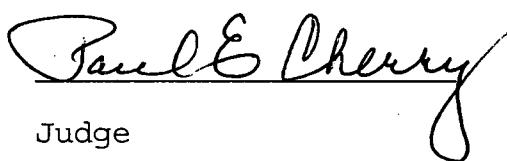
DAVID E. OLSON, et al

: NO. 03-1187-CD

O R D E R

NOW, this 28th day of April, 2004, this being the date set for hearing on Petition to Enforce Settlement filed on behalf of Plaintiff, Mary A. Olson, it is the ORDER of this Court that Defendants, David E. Olson and Georgia M. Olson, pay any and all remaining monies owed to Mary A. Olson within no more than forty-five (45) days from the date of the Order. The Defendants are hereby ordered to execute a judgment note in favor of Mary A. Olson contemporaneous with the presentation by counsel for Mary A. Olson.

BY THE COURT,


Paul E. Cherry
Judge

FILED

APR 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED
APR 13 2004
APR 29 2004
cc: Amy Maddey Bryant

William A. Shaw
Prothonotary/Clerk of Courts

DEPT

MS 25 848

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

MARY A. OLSON, an individual
Plaintiff,

vs.

DAVID E. OLSON, an individual
Defendant.

*

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* No. 03 - 867 - CD

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* Type of Pleading:

*

* PRAECIPE TO SETTLE
* AND DISCONTINUE

*

* Filed on behalf of:
* Plaintiff

*

* Counsel of Record for
* this party:

*

*

* James A. Naddeo, Esq.
* Pa I.D. 06820

*

* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED ^(E60)
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AUG 16 2004 Cert. of Disc.
to Atty
William A. Shaw
Prothonotary/Clerk of Court
copy to CIA

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

MARY A. OLSON, an individual *
Plaintiff, *

*

vs. * No. 03 - 867 - CD

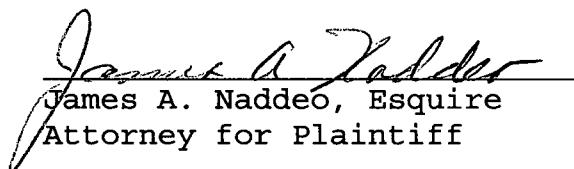
*

DAVID E. OLSON, an individual *
Defendant. *

PRAECIPE TO SETTLE AND DISCONTINUE

To the Prothonotary:

Please mark the above-captioned case settled and discontinued.



James A. Naddeo, Esquire

Attorney for Plaintiff

FILED

AUG 16 2004

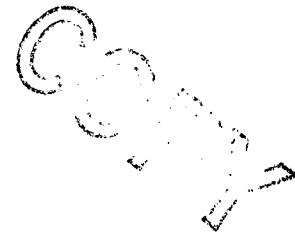
William A. Shaw
Prothonotary/Clerk of Courts

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JAMES A. NADDEO
ATTORNEY AT LAW
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



Mary A. Olson

Vs.
David Eric Olson

No. 2003-00867-CD

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 August 16, 2004, marked:

Settled and Discontinued

Record costs in the sum of \$85.00 have been paid in full by James A. Naddeo, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of August A.D. 2004.

William A. Shaw, Prothonotary