

03-955-Cd
SALLY KNARR, et al, vs. DEBRA L. SWAUGER

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

SALLY KNARR, Executrix : No. 03 - 955 - CD
of the Estate of :
Ruby W. Knarr, deceased, :
Plaintiff :
Type of Case: Civil
vs. :
Type of Pleading: COMPLAINT
DEBRA L. SWAUGER, :
Defendant :
Filed on behalf of: Plaintiff
Counsel of Record for this Party:
Andrew P. Gates, Esquire
Supreme Court No.: 36604
GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

FILED

JUN 27 2003

0/3:30

William A. Shaw
Prothonotary/Clerk of Court

Voluntary Clerk of C.

I want to return

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

SALLY KNARR, Executrix of the :
Estate of Ruby W. Knarr, deceased, :
Plaintiff :
:
vs. : No. 03 - - CD
:
DEBRA L. SWAUGER, Defendant :
:

NOTICE TO DEFEND

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

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

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

SALLY KNARR, Executrix of the :
Estate of Ruby W. Knarr, deceased, :
Plaintiff :
: :
vs. : No. 03 - - CD
: :
DEBRA L. SWAUGER, Defendant :
:

COMPLAINT

NOW COMES, SALLY KNARR, Executrix of the Estate of Ruby W. Knarr, deceased, by her attorneys, Gates & Seaman, and asserts the following cause of action and in support thereof, avers the following:

1. Plaintiff, SALLY KNARR, as Executrix of the Estate of Ruby W. Knarr, deceased, is an adult individual, residing in the Borough of Troutville, Clearfield County, Pennsylvania, with a mailing address of Box 79, Troutville, PA 15866.
2. Defendant, DEBRA L. SWAUGER, is a widowed adult individual residing in the Borough of Troutville, Clearfield County, Pennsylvania, with a mailing address of P. O. Box 55, Troutville, PA 15866.
3. By deed dated May 13, 1975 and appearing of record in Clearfield County Deed Book 701, Page 236, Dennis E. Knarr and Ruby W. Knarr, husband and wife, granted and conveyed unto David B. Swauger and Debra L. Swauger, husband and wife, certain residential real estate situate in the Borough of Troutville, Clearfield County, Pennsylvania, which consisted of

House, Garage and 1.09 acres surface, with Clearfield County Assessment Map No. 18.0-A6-30. A true and correct copy of the aforementioned deed is attached hereto and made a part hereof as Exhibit "A".

4. Contained within the four corners of the aforementioned deed was a first option to purchase the therein conveyed premises given by the therein Grantees to the therein Grantors and which reads as follows:

The grantors shall have the first option to purchase the above described premises if the Grantees or their heirs should ever decide to sell said premises. The purchase price shall be the same figure that a bonafide potential purchaser has submitted for said premises. Notice of offer to sell must be sent to the Grantors in writing, and they must exercise said option in writing, sent to the Grantees or their heirs, within 30 days after receipt of the written notice of offer to sell.

5. Since the date of the aforementioned conveyance represented by Exhibit "A" and before any decision was made by the Grantees therein to sell the demised premises, both Dennis E. Knarr and David B. Swauger became deceased, with Mr. Knarr dying on June 15, 2000 and Mr. Swauger dying on December 21, 1992.

6. By notice of offer to sell dated July 1, 2001, which was mailed to Ruby W. Knarr by U. S. First Class Mail, Postage Prepaid and received by Ruby W. Knarr on July 5, 2001, Defendant, Debra L. Swauger, pursuant to the requirements of the first option to purchase set forth in the aforementioned

deed, offered to sell the subject premises to Ruby W. Knarr for the sale price of \$84,000.00. A true and correct copy of said Notice of Offer dated July 1, 2001 is attached hereto and made a part hereof as Exhibit "B".

7. Ruby W. Knarr, through her duly authorized attorney-in-fact, Sally Knarr, acting under a General Durable Power of Attorney dated November 19, 1992, exercised said first option to purchase by directing her attorney to notify Defendant, Debra L. Swauger, that she would accept said first option to purchase for the sale price quoted in the July 1, 2001 notice of offer. Attached hereto and made a part hereof as Exhibit "C" is a true and correct copy of the General Durable Power of Attorney dated November 19, 1992 from Ruby W. Knarr to Sally Knarr Wise, now known as Sally Knarr.

8. Ruby W. Knarr's exercise of the aforementioned first option to purchase was communicated to Defendant, Debra L. Swauger, by letter from Laurance B. Seaman, Esquire, dated July 13, 2001 sent by U. S. First Class certified mail and the same was received by Defendant, Debra L. Swauger, on July 16, 2001 as evidenced by the signed receipt card (P.S. Form 3811). Photocopies of said attorney's letter of July 13, 2001, the certified mail receipt (P.S. Form 3800) evidencing the same was mailed on July 13, 2001 and said Defendant's signed receipt (P.S. Form 3811) dated July 16, 2001 are attached hereto and made a part hereof, collectively, as Exhibit "D".

9. By virtue of said attorney's letter of July 13, 2001 which was received by Defendant, Debra L. Swauger, on July 16, 2001, being within thirty (30) days of the original notice of offer dated July 1, 2001, Ruby W. Knarr properly exercised her first option to purchase in accordance with the terms of said first option as set forth in Clearfield County Deed Book 701, Page 236.

10. In reliance upon Defendant, Debra L. Swauger, carrying through with the sale and conveyance of the real estate to her, Ruby W. Knarr, through her attorney-in-fact, Sally Knarr, directed that her attorney perform a title examination of the subject premises and perform other necessary legal services in anticipation of completing the purchase of the subject real estate.

11. Thereafter, by letter from her Attorney at Law to Ruby W. Knarr's Attorney at Law, dated August 14, 2001, Defendant, Debra L. Swauger, reneged upon her obligation to sell the subject real estate to Ruby W. Knarr by virtue of said individual's exercise of the first option to purchase. A true and correct copy of said attorney's letter of August 14, 2001 is attached hereto and made a part hereof as Exhibit "E".

12. Ruby W. Knarr, through her attorney-in-fact, Sally Knarr, retained Laurance B. Seaman, Esquire, at his then customary hourly rate of \$135.00/hour to represent her in regards to: (i) exercising the aforementioned first option to

purchase; (ii) performing a title examination on the subject real estate; and (iii) to assist her in securing the financing to be able to complete the purchase.

13. In reliance upon Defendant, Debra L. Swauger, carrying out her obligation to sell and convey the subject real estate to his client, Ruby W. Knarr, said attorney expended ten (10) hours in providing the requested services to Ruby W. Knarr.

14. Said attorney also incurred the costs for a title abstract (\$149.00) and toll call and facsimile charges (\$4.62), thereby making the total of all legal services and advanced costs expended on Ruby W. Knarr's behalf, the sum of \$1,503.62.

15. A demand has been made upon Defendant, Debra L. Swauger, to pay for the attorney's fees and costs Ruby W. Knarr incurred in anticipation of Defendant, Debra L. Swauger, carrying out her legal obligation to convey the real estate to her, but said demand has been refused.

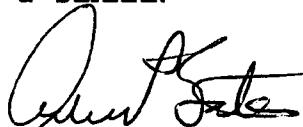
16. Ruby W. Knarr died testate as a resident of Clearfield County, Pennsylvania, on August 17, 2001, and Plaintiff, Sally Knarr, as the Executrix named in said Decedent's Last Will and Testament, was appointed Executrix of the Ruby W. Knarr Estate with Letters Testamentary having been granted by the Register of Wills of Clearfield County, Pennsylvania to her on June 27, 2003. Attached hereto and made

a part hereof as Exhibit "F" is a Short Certificate evidencing Plaintiff's appointment as the Executrix of the Last Will and Testament of Ruby W. Knarr.

17. Plaintiff is authorized to pursue this matter on behalf of said Decedent's estate pursuant to 20 P.S. §3371, 42 Pa.C.S. §8302, and 20 P.S. §3373.

WHEREFORE, Plaintiff, Sally Knarr, Executrix of the Estate of Ruby W. Knarr, deceased, demands judgment be entered in her favor and against Defendant, Debra L. Swauger, in the amount of \$1,503.62, plus interest and costs of suit.

GATES & SEAMAN
By:


Andrew P. Gates, Esquire
Attorney for Plaintiff

Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

Date: June 27, 2003

BOOK 701 PAGE 236

This Deed,

Made the Thirteenth (13th) day of May
in the year nineteen hundred and Seventy-five (1975)

Between DENNIS E. KNARR and RUBY W. KNARR, husband and wife, of the
Borough of Troutville, Clearfield County, Pennsylvania, Grantors,
parties of the first part;

A
N
D

DAVID B. SWAUGER and DEBRA L. SWAUGER, husband and wife, of the Borough
of Troutville, Clearfield County, Pennsylvania, as tenants by
the entireties, Grantees, parties of the second part;

Witnesseth, That in consideration of One Dollar

(\$1.00) Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees,

All that certain piece or parcel of land situate, lying and being
in the Borough of Troutville, Clearfield County, Pennsylvania, being
bounded and described as follows, to wit:

BEGINNING at an iron pipe on the North line of Main
Street, said road also known as Pennsylvania Legislative
Route No. 410; thence along land conveyed to
Denny C. Knarr and Diane S. Knarr by deed of Dennis
E. Knarr, et ux., dated July 3rd, 1970 and recorded
in Deed Book No. 563, page 15, in a Northwesterly
direction 250 feet to an iron pipe; thence through
land of which this is a part in an Easterly direction
190 feet to an iron pipe; thence still through land
of which this is a part in a Southeasterly direction
250 feet to an iron pipe at the North line of said
Main Street, also known as Pennsylvania Legislative
Route No. 410; thence along the North line of said
Main Street, also known as Pennsylvania Legislative
Route No. 410, in a South westerly direction 190
feet to the place of beginning.

BEING a portion of the same premises which were conveyed to Dennis
E. Knarr et ux. by deed of John Knarr et ux., dated April 6, 1951
and recorded in Deed Book No. 412, page 32.

NOTE C E

To comply with the Act of July 17, 1857 (52 P.S. Supp. Section 1551-
1554) notice is hereby given as follows:

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 THEREIN, 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.

447 8

NOTICE

BUUL 701 PAGE 237

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

Witness:

.....

Elaine B. Dwyer
Beth A. Sarough

This day of

The grantors shall have the first option to purchase the above described premises if the Grantee or their heirs should ever decide to sell said premises. The purchase price shall be the same figure that a bona fide potential purchaser has submitted for said premises. Notice of offer to sell must be sent to the Grantors in writing, and they must exercise said option in writing, sent to the Grantee or their heirs, within 30 days after receipt of the written notice of offer to sell.

EXCEPTING AND RESERVING all coal and mining rights as have been excepted and reserved in prior deeds.

And the said grantor will GENERALLY Waiver and forever defend the property hereby conveyed.

In witness whereof, said grantors have hereunto set their hands and seals, the day and year first above-written.

Sealed and delivered in the presence of

Dennis E. Knarr 
 DENNIS E. KNARR 
Ruby W. Knarr 
 RUBY W. KNARR 




Certificate of Residence

I hereby certify, that the precise residence of the grantee is Troutville, Pennsylvania hereto as follows:

Edward V. Cherry Attorney or Agent for Grantee

Commonwealth of Pennsylvania
County of Clearfield

On this, the 15th day of May 1975, before me a Notary Public the undersigned officer, personally appeared DENNIS E. KNARR and RUBY W. KNARR, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

John E. McKinney
Notary Public

My Commission Expires

Jan. 7, 1979

Commonwealth of Pennsylvania
County of

On this, the day of 19, before me the undersigned officer, personally appeared known to me (or satisfactorily proven) to be the person whose name is 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.

AFFIDAVIT NO. 4308

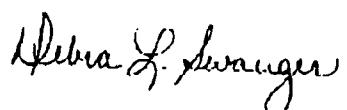
My Commission Expires

Entered of Record June 2 1975; 3:30 A.M. Recorder

July 1, 2001

I am writing to advise you that I am selling my property and am offering you first option to purchase it according to the original deed. The purchase price has been set at \$84,000. At present time, I have another bona fide potential buyer, also according to the deed. From the date this letter is received, you have thirty days to respond with the full amount of the asking price or notification you are declining my offer. If you do not respond to this letter within the thirty days, I am under no further obligation to sell you this property and the property will be sold to another buyer.

Sincerely,



Debra L. Swauger

GENERAL POWER OF ATTORNEY

I, RUBY W. KNARR, of Troutville, Clearfield County, Pennsylvania, do hereby appoint, SALLY KNARR WISE, of Troutville, Clearfield County, Pennsylvania, as my attorney-in-fact with power to transact any business at all in my name as though I myself were acting.

This power includes, but is not limited to the following:

1. To write checks, and to execute and deliver payment and withdrawal orders on any accounts that I may have with any bank or other similar institution, and to deliver the checks or money paid or withdrawn to any person, group of persons, or associations; and to endorse checks or other instruments for deposit or collection;
2. To take all lawful steps to recover, collect and receive any amounts of money now or hereafter owing or payable to me, and to compromise and execute releases or other sufficient discharges for them;
3. To withdraw and receive the income or corpus of any trust;
4. To sue and settle suits of any kind in my name or for my benefit;
5. To buy, sell, mortgage, hypothecate, or grant security interests in any kind of tangible or intangible personal property;

6. To sign, assign or endorse any security issued by any corporation, bank or other organization and to exercise any rights with respect thereto that I may have;

7. To lease, sell, release, convey, extinguish or engage any interest in real property on such terms as may be deemed advisable; and to manage, repair, improve, maintain, restore, build or develop such property;

8. To purchase or otherwise acquire any interest in and acquire possession of real property and to accept all deeds and other assurances in the law for such property;

9. To execute, deliver, and acknowledge deeds, deeds of trust, covenants, indentures, agreements, mortgages, hypothecations, bills of lading, bills, bonds, notes, receipts, evidences of debts, releases and satisfactions of mortgage, judgment, ground rents and other debts;

10. To enter my safe deposit boxes and to open new safe deposit boxes, and to add to or remove any of the contents of any such safe deposit boxes, and to close out any of the boxes;

11. To borrow money for my account on whatever terms and conditions may be deemed advisable, including the right to borrow money on any insurance policies issued on my life for any purpose, and to pledge, assign and deliver such policies as security;

12. To prepare, execute and file all tax returns required to be made by me, to pay the taxes due, to collect any refunds, to sign waivers extending the period for the assessment of such taxes or deficiencies in them, to sign consents to the immediate assessment of deficiencies and acceptances of proposed over-assessments, to execute closing agreements, and to engage and

appoint attorneys to represent me in connection with any matters arising before any Federal, state or local taxing agency;

13. To disclaim any interest in property;
14. To renounce fiduciary positions;
15. To arrange for my entrance to and care at any hospital, nursing home, health center, convalescent home, retirement home, or similar institution, and to arrange for, consent to, waive and terminate any and all medical and surgical procedures on my behalf, including the administration of drugs, and to pay all bills for my care;
16. To create a trust for my benefit and to make additions to an existing trust for my benefit.

I do hereby ratify and confirm all that my attorney-in-fact and a substitute or successor shall lawfully do, or cause to be done, by virtue of this Power of Attorney.

This Power of Attorney shall not be affected by my physical or mental disability or incapacity or by uncertainty as to whether I am dead or alive, and it may be accepted and relied upon by anyone to whom it is presented until such person either ~~(1)~~ receives written notice of revocation by me or a guardian (or similar fiduciary) of my estate or (2) has actual knowledge of my death.

My attorney-in-fact shall be entitled to reasonable compensation for services performed hereunder.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I have signed this Power of Attorney this 19 day of November, 1992.

WITNESS:

Susan M. Hartzfeld

Ruby W. Knarr

(SEAL)

RUBY W. KNARR

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS

On this, the 19th day of November, 1992, before me, the undersigned officer, personally appeared RUBY W. KNARR, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan M. Hartzfeld
Notary Public

NOTARIAL SEAL
SUSAN M. HARTZFELD, NOTARY PUBLIC
City of DuBois, Clearfield County
My Commission Expires August 16, 1993

My commission expires:

LAURANCE B. SEAMAN
ANDREW P. GATES

LAW OFFICES
GATES & SEAMAN
TWO NORTH FRONT STREET
P. O. BOX 846
CLEARFIELD, PA. 16830

JOHN B. GATES
(1917-1984)

(814) 765-1766
FAX (814) 765-1488

July 13, 2001

CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Debra L. Swauger
P. O. Box 55
Troutville, PA 15866

Re: Ruby W. Knarr - First Option to Purchase

Dear Ms. Swauger:

This office represents Ruby W. Knarr, through her Attorney-in-Fact, Sally Knarr Wise (now Sally Knarr) under a General Power of Attorney, dated November 19, 1992.

Please be advised that Ruby W. Knarr, in response to your letter to her of July 1, 2001, which was received July 5, 2001, hereby exercises her first option to purchase the premises described in the deed dated May 13, 1975 from her and her deceased husband to you and your deceased husband, which deed is recorded in Clearfield County Deed Book 701, Page 236.

The terms of sale will be as set forth in the offer to purchase from your father, Kenneth Galentine, dated June 29, 2001.

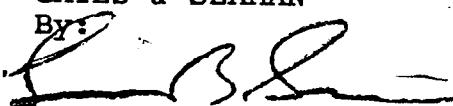
Sally has already contacted a lending institution and hopefully we will be able to close within thirty days. Since you are represented by Benjamin S. Blakley, III, Esquire, I am forwarding him a copy of this letter and I will communicate hereafter with him or Christopher E. Mohney, Esquire, in his absence.

By this letter, I am requesting Mr. Blakley or Mr. Mohney to prepare a proposed deed to convey this property directly to Sally Knarr and forward the same to me for my review. As you and Mr. Blakley know, Ruby's medical condition is very serious. Deeding this directly to Sally will keep this property out of Ruby's Estate.

Very truly yours,

GATES & SEAMAN

By:



Laurance B. Seaman

LBS/sjb

xc: Ruby W. Knarr

Benjamin S. Blakley, III, Esquire, by facsimile

EXHIBIT "D" - 2pages

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:

Debra L. Swauger
P. O. Box 55
Troutville, PA 15866

2. Article Number (Copy from service label)

7000 0520 0021 4257 7318

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Debra L. Swauger

B. Date of Delivery

7-16-01

C. Signature

X Debra L. Swauger

 Agent
 Addressee

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

7318
4257
0021
0520
7000

Postage	\$ 34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	150
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94

Postmark Here

Recipient's Name (Please Print Clearly) (To be completed by mailer)
Debra L. Swauger
Street, Apt. No.; or PO Box No.
P. O. Box 55
City, State, ZIP+4
Troutville, PA 15866

PS Form 3800, February 2000
See Reverse for Instructions

BLAKLEY, JONES & MOHNEY

*Attorneys and Counselors at Law
90 Beaver Drive, Box 6
Du Bois, Pennsylvania 15801*

**Telephone (814) 371-2730
Fax (814) 375-1082**

***Benjamin S. Blakley, III
Christopher E. Mohney***

August 14, 2001

LAURANCE SEAMAN, ESQUIRE
Attorney at Law
Gates and Seaman
P. O. Box 846
Clearfield, PA 16830

In re: SWAUGER TO KNARR

Dear Larry:

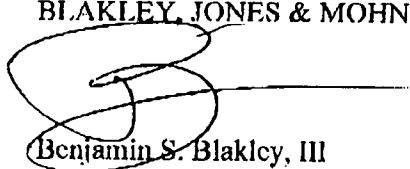
I have received a call from my client who advises me that she has decided not to sell the subject real property as her daughters wish to stay in the Du Bois Area for the upcoming school year and she wishes to maintain her employment in the Du Bois Area for the present time. She is not sure what her future plans will be with regards to the house, but upon giving the matter deep consideration, she does not feel that a move at this time is in her or her daughters best interest.

Please advise Sally of my client's decision and apologize for any inconvenience that this has caused.

Should you have any questions, please give me a call. Thank you for your help.

Very truly yours,

BLAKLEY, JONES & MOHNEY


Benjamin S. Blakley, III

BSB:md

cc: DEBRA SWAUGER



SHORT CERTIFICATE

Certificate of Appointment of Executrix

**Commonwealth of Pennsylvania
County of Clearfield**

Social Security # 176-24-0793

The undersigned, Register for the Probate of Wills and granting Letters of Administration in and for the County of Clearfield, in the Commonwealth of Pennsylvania:

DO HEREBY CERTIFY and made known, that on the **27th** day of **June**, in the year of our Lord, **Two Thousand Three**, Letters of **Testamentary** on the Estate of **Ruby W. Knarr**, deceased, were granted unto **Sally Knarr Wise n/k/a Sally Knarr**, she, having first given security well and truly to administer the same. I further certify that said letters are in full force and effect at the present time, and entitled to full faith and credit

GIVEN under my hand and seal of office this **27th** day of **June** in the year of our Lord, **Two Thousand**
Three

Karen D. Stark

Register of Wills

**My Commission Expires
First Monday in January, 2004**

V E R I F I C A T I O N

I, SALLY KNARR, Executrix of the Estate of Ruby W. Knarr, deceased, Plaintiff, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Sally Knarr, Executrix of the
Estate of Ruby W. Knarr,
deceased, Plaintiff

Date: 6/27/03

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

No. 03- -CD

SALLY KNARR, Executrix of the
Estate of Ruby W. Knarr,
deceased, PLAINTIFF

vs.

DEBRA L. SWAUGER,
DEFENDANT

COMPLAINT

LAW OFFICES

GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

FILED

JUN 27 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

SALLY KNARR, Executrix of : NO. 03 - 955 - C.D.
The Estate of Ruby W. Knarr, :
Deceased, : TYPE OF CASE: CIVIL
PLAINTIFF :
VS. : TYPE OF PLEADING: ENTRY
: OF APPEARANCE
DEBRA L. SWAUGER, : FILED ON BEHALF OF: DEFENDANT
DEFENDANT : COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 90 BEAVER DRIVE, SUITE 201A
: DUBOIS, PA 15801
: (814) 375-1044

FILED

JUL 31 2003

William A. Shaw
Prothonotary/Clerk of Courts

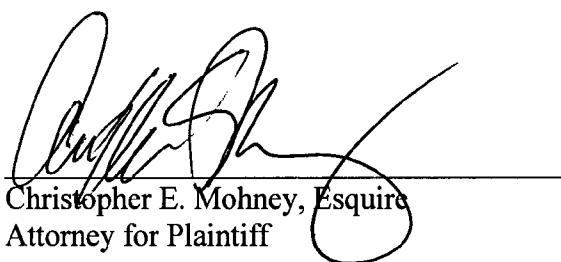
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

SALLY KNARR, Executrix of : NO. 03 - 955 - C.D.
The Estate of Ruby W. Knarr, :
Deceased, : TYPE OF CASE: CIVIL
PLAINTIFF :
VS. : TYPE OF PLEADING: ENTRY
DEBRA L. SWAUGER, : OF APPEARANCE
DEFENDANT:

ENTRY OF APPEARANCE

TO: WILLIAM SHAW, PROTHONOTARY

Kindly enter my appearance on behalf of Plaintiff Debra L. Swauger in the
above-referenced matter..



Christopher E. Mohney, Esquire
Attorney for Plaintiff

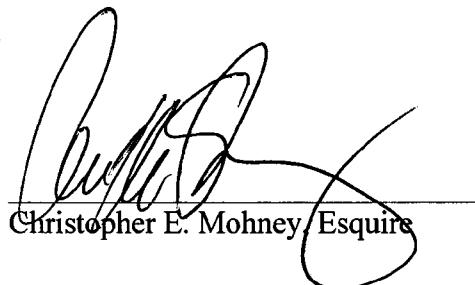
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

SALLY KNARR, Executrix of : NO. 03 - 955 - C.D.
The Estate of Ruby W. Knarr, :
Deceased, : TYPE OF CASE: CIVIL
PLAINTIFF :
VS. : TYPE OF PLEADING: ENTRY
: OF APPEARANCE
DEBRA L. SWAUGER, :
DEFENDANT:

CERTIFICATE OF SERVICE

I, Christopher E. Mohney, Esquire, do hereby certify that on this 28th day of July, 2003, I caused to be served by First Class United States Mail, postage prepaid, Entry of Appearance on the following:

Andrew P. Gates, Esquire
Gates & Seaman
Two North Front Street
P.O. Box 846
Clearfield, PA 16830
Attorney for Plaintiff



Christopher E. Mohney Esquire

In The Court of Common Pleas of Clearfield County, Pennsylvania

KNARR, SALLY, Executrix of Estate of Ruby W. Knarr, dec.

VS.

SWAUGER, DEBRA L.

Sheriff Docket # 14244

03-955-CD

COMPLAINT

SHERIFF RETURNS

NOW JULY 14, 2003 AT 12:48 PM SERVED THE WITHIN COMPLAINT ON DEBRA L. SWAUGER, DEFENDANT AT RESIDENCE, PO BOX 55, TROUTVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DEBRA L. SWAUGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

Return Costs

Cost	Description
32.77	SHERIFF HAWKINS PAID BY:ATTY CK# 33289
10.00	SURCHARGE PAID BY: ATTY Ck# 33290

Sworn to Before Me This

13th Day Of August 2003

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

So Answers,

Chester A. Hawkins
My Merely Yours
Chester A. Hawkins
Sheriff

FILED
02:05 PM
AUG 13 2003
E
KBS

William A. Shaw
Prothonotary/Clerk of Courts

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

FILED

DEC 04 2003

William A. Shaw
Prothonotary, Clerk of Courts

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

SALLY KNARR, Executrix of the :
Estate of Ruby W. Knarr, deceased, :
Plaintiff :
:
vs. : No. 03 - 955 - CD
:
DEBRA L. SWAUGER, Defendant :
:

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Kindly mark the above captioned case as "settled,
discontinued and ended".

GATES & SEAMAN



Andrew P. Gates, Esquire
Attorney for Plaintiff

Date: 12/4/03

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**Sally Knarr, Executrix of the
Estate of Ruby W. Knarr, deceased**

Vs.

No. 2003-00955-CD

Debra L. Swauger

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 December 4, 2003, marked:

Settled, Discontinued, and Ended

Record costs in the sum of \$85.00 have been paid in full by Gates & Seaman.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 4th day of December A.D. 2003.

William A. Shaw, Prothonotary