

03-1302-CB
WILLIAM BROWN, ITT, ETAL VS. LONNIE HAZLET, ETAL

Date: 01/24/2005

Time: 09:53 AM

Page 1 of 1

Clearfield County Court of Common Pleas

User: BANDERSON

ROA Report

Case: 2003-01302-CD

Current Judge: Fredric Joseph Ammerman

William Brown III, Nancy O. Brown vs. Lonnie Hazlet, Amy Hazlett

District Justice Appeal

Date		Judge
09/03/2003	Filing: District Justice Appeals Paid by: Hazlet, Lonnie (defendant) Receipt number: 1865499 Dated: 09/03/2003 Amount: \$85.00 (Check) Copies to Atty. Mohney.	No Judge ✓
09/10/2003	Proof Of Service Of Notice Of Appeal And Rule To File Complaint. filed.	No Judge ✓
09/16/2003	Transcript From Justice Ford. filed	No Judge ✓
09/23/2003	Complaint. filed by s/David J. Hopkins, Esquire Verifications s/William G. Brown, III s/Nancy O. Brown Certificate of Service no cc	No Judge ✓
11/17/2003	Answer and New Matter. filed by, s/Christopher E. Mohney, Esquire Verification s/Lon Hazlet s/Amy Hazlet 2 cc Atty Mohney	No Judge ✓
12/17/2003	Certificate of Service, Defendants' Answer and New Matter upon: David J. Hopkins, Esquire filed by, s/Christopher L. Mohney, Esquire no cc	No Judge ✓
01/06/2004	Answer To New Matter. filed by, s/David J. Hopkins, Esquire Certificate of Service 1 cc Atty Hopkins	No Judge ✓
04/27/2004	Motion to Compel. filed by, s/David J. Hopkins, Esquire Certificate of Service 2 cc Atty Hopkins	No Judge ✓
04/28/2004	ORDER OF COURT, AND NOW, this 28th day of April, 2004, re: Defendants to answer the Interrogatories within 20 days from the date of this Order or suffer such sanctions as this Court may deem appropriate. by the Court, s/FJA, P.J. 2 cc Atty Hopkins	Fredric Joseph Ammerman ✓
10/13/2004	Filing: Praeclipe/List For Arbitration Paid by: Hopkins Heltzel LLC Receipt number: 1888336 Dated: 10/13/2004 Amount: \$20.00 (Check) Certificate of Readiness, on behalf of plaintiffs, Arbitration requested 1/2 day. Filed by s/ David J. Hopkins, Esquire. No CC.	Fredric Joseph Ammerman ✓
11/12/2004	Order, NOW, this 12th day of Nov., 2004, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Tuesday, Jan. 25, 2004 at 8:30 a.m. in the Conference/Hearing Room 2nd Floor, Clfd. Co. Courthouse, Clfd. PA. The following have been appointed as Arbitrators: Girard Kasubick, Esquire Mark A. Falvo, Esquire David R. Thompson, Esquire. BY THE COURT, Fredric J. Ammerman, President Judge. 5 CC to Marcy	Fredric Joseph Ammerman ✓

COURT OF COMMON PLEAS
Clearfield County
 JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM
 DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

03-1302-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.

NAME OF APPELLANT <i>Lonnie Haylet and Amy Haylet</i>	MAG. DIST. NO. OR NAME OF D.J. <i>46-3-01</i>
ADDRESS OF APPELLANT <i>592 Treasure Lake</i>	CITY <i>Dubois</i>
STATE <i>PA</i>	ZIP CODE <i>15801</i>
DATE OF JUDGMENT <i>8-5-03</i>	IN THE CASE OF (Plaintiff) <i>William G. Brown III and Nancy O. Brown</i>
CLAIM NO. <i>CV 288-03</i>	(Defendant) <i>Lonnie Haylet and Amy Haylet</i>
LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>John R. Shaw</i>

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 William G. Brown III and Nancy O. Brown, appellee(s), to file a complaint in this appeal
 Name of appellee(s)

(Common Pleas No. 03-1302-CD) within twenty (20) days after service of rule or after entry of judgment of non pros.

RULE: To William G. Brown III and Nancy O. Brown, appellee(s)
 Name of appellee(s)

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: September 3, 2003


Signature of Prothonotary or Deputy

FILED *Def pd 85.00*
01/2/03 *Copies to Atty*
SEP 03 2003 *Mohney*

William A. Shaw
 Prothonotary/Clerk of Courts

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ : ss

AFFIDAVIT: I hereby swear or affirm that I served

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

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

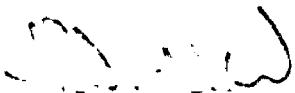
SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 19_____.

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____.



NOTICE OF APPEAL

COURT OF COMMON PLEAS
Clearfield County
 JUDICIAL DISTRICT

46th

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

03-1302-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.

NAME OF APPELLANT <i>Lonnrie Haylet and Amy Haylet</i>	MAG. DIST. NO. OR NAME OF D.J. <i>46-3-01</i>
ADDRESS OF APPELLANT <i>592 Treasure Lake</i>	CITY <i>Dubois</i>
STATE <i>PA</i>	ZIP CODE <i>15801</i>
DATE OF JUDGMENT <i>8-5-03</i>	IN THE CASE OF (Plaintiff) <i>William G. Brown III and Nancy O. Brown</i>
CLAIM NO. CV <i>288-03</i> LT 19	DEFENDANT <i>Lonnrie Haylet and Amy Haylet</i>
SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>Clearfield, PA</i>	

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 William G. Brown III and Nancy O. Brown, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 03-1302-CD) within twenty (20) days after service of rule or after entry of judgment of non pros.

RULE: To William G. Brown III and Nancy O. Brown, appellee(s)

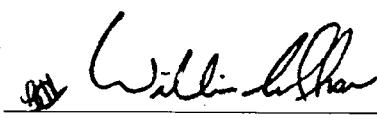
Name of appellee(s)

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: September 3, 2003


Signature of Prothonotary or Deputy

FILED

01/15/04
SEP 10 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

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

COMMONWEALTH OF PENNSYLVANIA

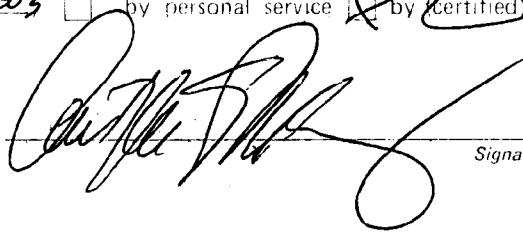
COUNTY OF Clearfield ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 03-1302-CO, upon the District Justice designated therein on (date of service) September 9, 2003 by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) David J. Hopkins, Esquire, on September 9, 2003 by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on September 9, 2003 by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS 9th DAY OF Sept , 2003

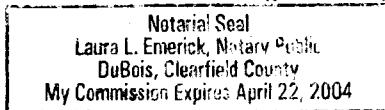


Signature of affiant

Laura L. Erick
Signature of official before whom affidavit was made

Notary Public

Title of official
My commission expires on 4/22/03, 2003



Certified Mail Provides:

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

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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

Domestic Mail Only; No Insurance Coverage Provided

2001 1940 0000 7443 2879

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

Postmark
Here

Sent To

District Justice Patrick N. Ford
Street, Apt. No.;
or PO Box No. 309 Maple Avenue

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, January 2001

See Reverse for Instructions

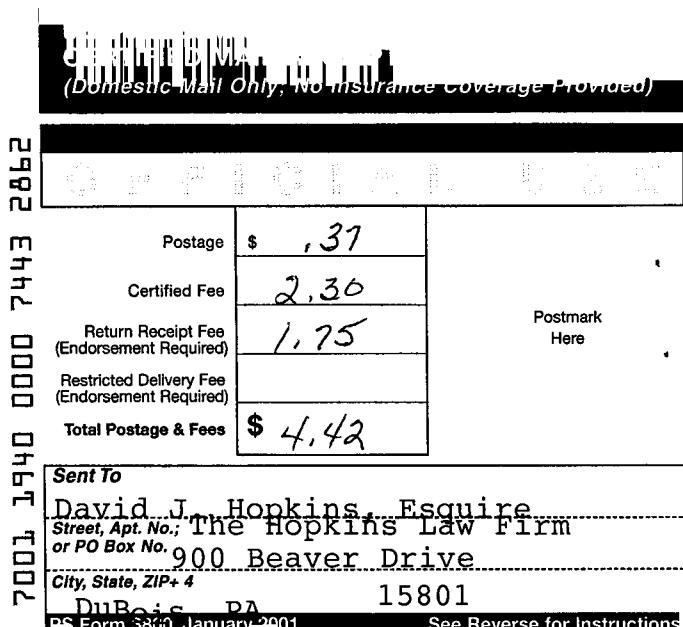
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- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

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



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA

Telephone: **(814) 371-5321** **15801**

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

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS

BROWN III, WILLIAM, ET AL.
804 TREASURE LAKE
DUBOIS, PA 15801

VS.

DEFENDANT: NAME and ADDRESS

HAZLET, LONNIE, ET AL.
592 TREASURE LAKE
DUBOIS, PA 15801

Docket No.: **CV-0000288-03**
Date Filed: **7/03/03**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

<input checked="" type="checkbox"/> Judgment was entered for: (Name) <u>BROWN III, WILLIAM, ET AL.</u>
<input checked="" type="checkbox"/> Judgment was entered against: (Name) <u>HAZLET, LONNIE</u>
in the amount of \$ <u>8,126.50</u> on: (Date of Judgment) <u>8/05/03</u>
<input type="checkbox"/> Defendants are jointly and severally liable. (Date & Time) _____
<input type="checkbox"/> Damages will be assessed on: _____
<input type="checkbox"/> This case dismissed without prejudice. FILED <i>01/11/14 8:01</i> SEP 16 2003 <i>ESL</i>
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____ William A. Shaw Prothonotary/Clerk of Courts

Amount of Judgment	\$ 8,000.00
Judgment Costs	\$ 126.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 8,126.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

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

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

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

8-5-03 Date Patrick N. Ford - PWF, District Justice

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

Date _____, District Justice

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

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA

Telephone: **(814) 371-5321** **15801**

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

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **BROWN III, WILLIAM, ET AL.**
NAME and ADDRESS
804 TREASURE LAKE
DUBOIS, PA 15801

DEFENDANT: **HAZLET, LONNIE, ET AL.**
NAME and ADDRESS
592 TREASURE LAKE
DUBOIS, PA 15801

Docket No.: **CV-0000288-03**
Date Filed: **7/03/03**



THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT PLTF**

Judgment was entered for: (Name) **BROWN III, WILLIAM, ET AL.**

Judgment was entered against: (Name) **HAZLET, AMY**

in the amount of \$ **8,126.50** on: (Date of Judgment) **8/05/03**

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____

Portion of Judgment for physical damages arising out of residential lease \$ _____

Amount of Judgment	\$ 8,000.00
Judgment Costs	\$ 126.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 8,126.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

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

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

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

8-5-03 Date Patrick N. Ford - PNF, District Justice

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

Date _____, District Justice

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

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA

Telephone: **(814) 371-5321** **15801**

**CIVIL ACTION
HEARING NOTICE**

PLAINTIFF:

NAME and ADDRESS

BROWN III, WILLIAM, ET AL.
804 TREASURE LAKE
DUBOIS, PA 15801

DEFENDANT:

NAME and ADDRESS

HAZLET, LONNIE, ET AL.
592 TREASURE LAKE
DUBOIS, PA 15801

VS.

Docket No.: **CV-0000288-03**
Date Filed: **7/03/03**



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

A civil complaint has been filed against you in the above captioned case. A hearing has been set in this matter for:

Date:	8/05/03	Place: DISTRICT COURT 46-3-01
Time:	9:45 AM	309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA 15801

NOTICE TO DEFENDANT

If you intend to enter a defense to this complaint, you should so notify this office immediately at the above telephone number.

YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

Pursuant to P.A.R.C.P.D.J. No. 342(B)(2), no claim by the defendant will be permitted in a supplementary action filed for failure of judgment creditor to enter satisfaction.

NOTICE TO PLAINTIFF

If the defendant enters a Notice of Intent to Defend, you will be notified of the date and time of the scheduled hearing and must appear.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

CIVIL COMPLAINT

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD

Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA

15801

Telephone: **(814) 371-5321**

PLAINTIFF:

NAME and ADDRESS

William G. Brown, III
Nancy O. Brown
804 Treasure Lake
DuBois, PA 15801 **VS.**

DEFENDANT:

NAME and ADDRESS

Lonnie Hazlet
Amy Hazlet
592 Treasure Lake
DuBois, PA 15801

Docket No.: *CV 288-C3*
Date Filed:



	AMOUNT	DATE PAID
FILING COSTS	\$ <u>120.50</u>	/ /
SERVING COSTS	\$ _____	/ /
TOTAL	\$ _____	/ /

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

Plaintiffs and Defendants entered into a contract for Defendants to purchase Plaintiffs' house. Defendants breached contract and as a result thereof, Plaintiffs suffered damages in excess of \$8,000.00.

Plaintiffs agree to limit claim to jurisdictional limit of court.

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

William G. Brown, III
(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: David J. Hopkins, Esquire

Address: 900 Beaver Drive

Telephone: (814) 375-0300

DuBois, PA 15801

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

WILLIAM G. BROWN, III and :
NANCY O. BROWN, :
Plaintiffs :
vs. : No. 03-1302 C.D.
LON HAZLET and AMY HAZLET :
Defendants : Type of Pleading: Complaint
: Filed on behalf of: William G. Brown, III
and Nancy O. Brown, Plaintiffs.
: Counsel of Record for this party:
: THE HOPKINS LAW FIRM
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: LEA ANN HELTZEL, ESQUIRE
: Attorney at Law
: Supreme Court No. 83998
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
: (814) 375-0300

FILED

SEP 23 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

WILLIAM G. BROWN, III and :
NANCY O. BROWN, :
Plaintiffs :
:
vs. : No. 03-1302 C.D.
:
LON HAZLET and AMY HAZLET :
Defendants :
:

NOTICE

TO: Defendants

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 Amended Complaint is 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.

Office of the Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 (ext. 5982)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

WILLIAM G. BROWN, III and	:	
NANCY O. BROWN,	:	
Plaintiffs	:	
vs.	:	No. 03-1302 C.D.
LON HAZLET and AMY HAZLET	:	
Defendants	:	

COMPLAINT

AND NOW, comes Plaintiffs, William G. Brown, III and Nancy O. Brown, husband and wife, by and through their attorneys, The Hopkins Law Firm, and sets forth a cause of action as follows:

1. Plaintiffs, William G. Brown, III and Nancy O. Brown, are adult individuals whose address is 804 Treasure Lake, DuBois, Pennsylvania 15801.
2. Defendants, Lon Hazlet and Amy Hazlet, husband and wife, adult individuals who reside in Clearfield County, Pennsylvania.
3. At issue in this case is real property located in Sandy Township, Clearfield County, Pennsylvania.
4. On or about August 4, 2000, Plaintiffs and Defendants entered into an Agreement of Sale in which Defendants agreed to purchase real property and improvements owned by Plaintiffs known as Section 1, Lot 126 in the Treasure Lake Subdivision of Sandy Township for the purchase price of \$140,000.00. A copy of the contract between Plaintiffs and Defendants is attached hereto as Exhibit "A" and is incorporated herein by reference as if set forth at length.

5. Under the terms of the contract between Plaintiffs and Defendants, the Defendants were obligated to purchase Plaintiffs property on or before July 4, 2002. Defendants refused to purchase the real estate on or before July 4, 2002. The actions of the Defendants constitute a breach of contract.

6. Plaintiffs later sold the real estate for \$140,000.00, however, as a result of Defendants' breach, Plaintiffs suffered damages as set forth below, which damages were to be expected and known by Defendants as a result of their breach of the contract.

- A. Hazard insurance - \$204.00;
- B. Mortgage interest - \$3,247.86;
- C. Stanley Steamer - \$239.95;
- D. Roter Rooter - \$175.00;
- E. Miscellaneous household goods set forth on Exhibit "B" - \$258.74;
- F. Labor (36.5 hours @ \$15.00 per hour) - \$547.50 (See Exhibit "C");
- G. Electric service - \$272.98;
- H. Treasure Lake Property Owners assessment fees - \$251.23;
- I. Water and sewer charges - \$156.40;
- J. County and Township real estate taxes - \$309.83;
- K. School taxes - \$937.89;
- L. Real estate commission - \$8,214.00 (See Exhibit "D");
- M. Seller assist for new buyer - \$3,100.00 (See Exhibit "D").

7. Plaintiffs have expended \$126.50 in District Magistrate fees.

WHEREFORE, Plaintiffs demand judgment against the Defendants, jointly and severally, in the amount of \$18,041.88, together with pre-judgment interest, post-

judgment interest, costs of suit, attorneys fees and such other further relief as the Court deems fair and equitable.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiffs

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

William G. Brown, III
William G. Brown, III

Nancy O. Brown
Nancy O. Brown

AGREEMENT OF SALE

This Agreement made this 4th day of August, 2000
by and between WILLIAM G. BROWN, III and NANCY O. BROWN,
his wife, of 804 Treasure Lake, DuBois, Pennsylvania, herein-
after referred to as Seller; and LON HAZLETT and AMY HAZLETT,
his wife, of P. O. Box 34, 110 North Street, Chicora,
Pennsylvania, hereinafter referred to as Buyer.

WITNESSETH THAT:

The parties hereto, intending to be legally bound,
mutually agree as follows:

1. The Seller hereby agrees to sell and convey to
Buyer who hereby agrees to purchase, subject to the
performance by the Buyer of all the covenants, provisions
and conditions hereinafter set forth, ALL THAT CERTAIN piece,
parcel or lot of land situate in the Treasure Lake Subdivision
designated Section 11, Lot 126, in Sandy Township, Clearfield
County, Pennsylvania, with all improvements erected thereon,
with the Buyers taking possession August 1, 2000.

One hundred ~~One thousand~~ (\$ 140 000 ~~00~~) dollars subject to
the following terms and conditions.

a) One thousand (\$ 100 ~~00~~) dollars paid down on execution
of this agreement, receipt of which is hereby acknowledged
by Seller.

b) The balance of the purchase price payable at the
rate of one thousand (\$ 100 ~~00~~) per month beginning
August 4, 2000, and continuing on the 4th day of each month
thereafter, with the initial \$ 100 ~~00~~ down payment and
Seventy six ~~55~~ (\$ 762 ~~05~~) dollars of each monthly payment
credited to the sale price at closing.

Seller will continue to pay homeowners insurance, real
estate taxes and Treasure Lake Property Owners fees for
said premises. Buyer must make balloon payment on or before
twenty four (24) months of this agreement, if his current
home in Slippery Rock, Pennsylvania, is sold, but in any
event Buyer must purchase with a balloon payment within
thirty six (36) months.

Exhibit "A"

c) Seller shall maintain existing fire and extended coverage or homeowners type insurance until the time of final settlement. Buyer is hereby notified that it is his responsibility to insure his interest in said property at his own cost and expense. Seller shall maintain the property in its present condition, normal wear and tear expected.

d) Upon payment by the Buyer of the total purchase price of \$140 000 00, and upon full compliance with the terms and provisions set forth herein, Seller agrees as follows:

(i) To execute and deliver to Buyer a deed for the said premises.

(ii) At closing the transfer taxes shall be split equally between the Buyer and Seller. Seller shall pay for the deed preparation. Buyer shall bear all other costs incident to closing.

e) Upon payment by the Buyer of the said \$140 000 00 Seller shall advise Buyer by written notice that settlement is to take place within thirty (30) days from the date of notice and Seller shall provide a deed of general warranty to be tendered to the Buyer.

2. Buyer shall have the right and privilege of paying additional sums on account of principal so that settlement may be made sooner, without penalty.

3. The premises shall be conveyed clear of all liens and encumbrances except existing easements, restrictions and adverse conveyances of record and/or physically noticeable municipal improvements, if any, and to provisions of any borough ordinance affecting the use of said premises.

4. The current year's real estate taxes will be pro rated as of the date of closing.

5. Buyer shall assume and be responsible for the maintenance of said premises in good order and repair from the date hereof, and shall keep and hold Seller safe and harmless from any and all claims for work and labor done or materials furnished in connection with maintaining the said premises in good order and repair; however, Seller shall be responsible for heat pump system for the first year of this agreement. No major improvements or alterations shall be made to the premises without the written consent of Seller.

6. This is a final, binding agreement and Buyers agree to purchase said premises under the terms set forth herein. If Buyers default Sellers may use the remedies set forth below as well as sue Buyers for balance of purchase price which remains unpaid. In the event Buyer shall default for thirty (30) days in any of the terms or provisions of this agreement, Seller shall have the right to terminate this agreement and to demand immediate possession upon thirty (30) days written notice and thereupon all rights and obligations under this Agreement shall cease and terminate, and all payments made by Buyers shall be retained by Seller as liquidated damages and rental payments.

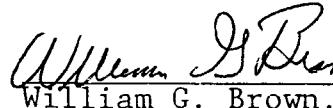
7. If Buyers are in possession of the premises at the time the Seller should declare the Agreement terminated, Buyers hereby authorize any attorney, as attorney for them, to sign an Agreement for entering in any competent court, an amicable action and judgment in ejectment against Buyers and all persons claiming under them, for the recovery by Seller of possession of the premises for which this shall be a sufficient warrant; and thereupon a writ of possession may issue forthwith, without any prior proceedings whatsoever, and Buyers hereby release Seller from all errors and defects whatsoever in entering such action of ejectment, or causing such writ of possession to be issued, or any proceeding thereon, or concerning the same, and hereby agrees that no writ of error, objection or exception shall be made or taken thereto.

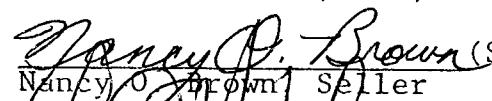
8. This agreement is not assignable by Buyers, nor shall they rent or sublet the premises without the written consent of the Seller.

9. Failure of the Seller to insist on strict performance by Buyer of the terms of this agreement shall not be construed as a waiver, release or relinquishment thereof.

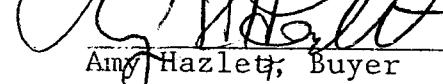
10. This agreement represents the entire agreement between the parties hereto and shall extend to and be binding upon their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year aforesaid.


William G. Brown (SEAL)
William G. Brown, III, Seller


Nancy P. Brown (SEAL)
Nancy P. Brown, Seller


Lon Hazlett (SEAL)
Lon Hazlett, Buyer


Amy Hazlett (SEAL)
Amy Hazlett, Buyer

Lowes: automatic garage door opener	\$149.00
3---4' light bulbs	\$11.94
1 wall switch	.43
12" stove burner cover	\$1.76
hanging basket flowers front porch	\$2.00
flowers planted in back deck box	\$1.96
wasp spray	\$5.94
potting soil	\$5.76
2---24" fluorescent lights	\$9.86
Home Pro. B.	\$7.92
6" white acrylic tile	\$3.52
61 5yr SW	\$9.92
12 x 12 reflect wh tile 4 @44	\$4.40
1---40 watt appliance bulb (stove)	\$1.68
wasp and hornet spray	\$8.91
JoAnn Fabric wreath hanger front door	\$2.11
K-Mart wallpaper border (girl's bedroom)	\$1.59
Walmart batteries (smoke detectors)	\$6.47
light bulb	\$2.97
globe light	\$5.94
toilet bowl freshners	\$.87
ant bait	\$1.94
Renuz odor	\$.97
range bowl	\$4.88
flat annual flowers back deck box	\$6.00

Exhibit "B"

Labor

Grass cutting, trimming shrubs and bushes, removing limbs, wall papering, laying tile, painting laundry area, cleaning gutters, repairing bedroom light fixture, snow removal, raking leaves, installing garage door opener, cleaning floors, cleaning sinks and toilets, removing dog pens, removing installed window bird feeder, cleaning windows, porch, deck, walk areas.

Dates/time spent

7/23/02 one hour (Nancy)
7/24/02 two hours (Bill and Nancy)
7/25/02 three hours (Bill and Nancy)
7/26/02 one hour (Bill and Nancy)
7/27/02 four hours (Bill)
7/27/02 two hours (Nancy)
7/28/02 1.5 hours (Bill and Nancy)
7/29/02 one hour (Nancy)
7/30/02 2.5 hours (Nancy)
7/30/02 one hour (Bill)
8/2/02 one hour (Bill and Nancy)
8/6/02 one hour (Bill and Nancy)
Sept. grass cuttings two hours (Bill)
October grass cuttings, leaves two hours (Bill and Nancy)
Nov. 10 three hours (Nancy and Bill)
Nov. 17 two hours (Nancy and Bill)
Dec. 16 .5 hours (Nancy and Bill)
Dec. 26 1.5 hours (Bill)
Dec. 30 one hour (Bill)
Jan. 2 three hours (Bill and Dick to install garage door opener)
Jan. 4 1.5 (Bill snowblowing for the last time)

Exhibit "C"

HUD - 1 UNIFORM SETTLEMENT STATEMENT

© EASY SOFT, Inc.

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT				SETTLEMENT STATEMENT	
B. TYPE OF LOAN		1. X FHA 3. Conv. Unins.	2. FmHA 4. VA 5. Conv. Ins.	6. File Number: 7. Loan Number: 8. Mortgage Insurance Case Number	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.					
NOTE: TIN = Taxpayer's Identification Number					
D. NAME AND ADDRESS OF BORROWER: Dale Levernight Marlene Levernight DuBois, PA 15801 10/20/2003 2/11/03		E. NAME, ADDRESS AND TIN OF SELLER: William G. Brown, III Nancy Ott Brown DuBois, PA 15801		F. NAME AND ADDRESS OF LENDER: Washington Mutual Bank, FA, ISAOA, ATMA 2000 Oxford Dr, Suite 500 Bethel Park, PA 15102	
G. PROPERTY LOCATION: Section 1, Lot 126 Treasure Lake DuBois, PA 15801		H. SETTLEMENT AGENT NAME, ADDRESS AND TIN Absolute Settlement Company 900A Beaver Drive, DuBois, PA 15801 PLACE OF SETTLEMENT Absolute Settlement Company DuBois, PA 15801		I. SETTLEMENT DATE 25-1811409 01/03/2003	
J. SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:			400. GROSS AMOUNT DUE TO SELLER:		
101. Contract sales price	140,000.00		401. Contract sales price	140,000.00	
102. Personal property			402. Personal property		
103. Settlement charges to borrower (Line 1400)	5,747.78		403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/town taxes			406. City/town taxes		
107. County taxes			407. County taxes		
108. Assessments 01/03/2003-04/30/2003	158.03		408. Assessments 01/03/2003-04/30/2003	158.03	
109.			409.		
110. School Tax 1/3/03-6/30/03	937.89		410. School Tax 1/3/03-6/30/03	937.89	
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BORROWER	146,843.70		420. GROSS AMOUNT DUE TO SELLER	141,095.92	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:			500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money	500.00		501. Excess deposit	500.00	
202. Principal amount of new loan(s)	138,902.00		502. Settlement charges to seller (Line 1400)	10,552.61	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204. Lend Crdt Per diem interest	717.46		504. Payoff of first mortgage loan National City	124,557.37	
205. Lend credit for Escrows	747.71		505. Payoff of second mortgage loan		
206.			506. Overnight Payoff	20.00	
207.			507.		
208.			508.		
209.			509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/town taxes 01/01/2003-01/03/2003	2.13		510. City/town taxes 01/01/2003-01/03/2003	2.13	
211. County taxes 01/01/2003-01/03/2003	2.77		511. County taxes 01/01/2003-01/03/2003	2.77	
212. Assessments			512. Assessments		
213.			513.		
214.			514.		
215.			515.		
216. Seller Credit for Escrows	374.47		516. Seller Credit for Escrows	374.47	
217. Seller Credit for Homeowners	326.00		517. Seller Credit for Homeowners	326.00	
218. Seller Crdt tax Pro/Rations	1,095.92		518. Seller Crdt for Homeowners	1,095.92	
219.			519.		
220. TOTAL PAID BY/FOR BORROWER	142,668.46		520. TOTAL REDUCTION AMOUNT DUE SELLER	137,431.27	
300. CASH AT SETTLEMENT FROM/TO BORROWER			600. CASH AT SETTLEMENT FROM/TO SELLER		
301. Gross amount due from borrower (Line 120)	146,843.70		601. Gross amount due to seller (Line 420)	141,095.92	
302. Less amount paid by/for borrower (Line 220)	142,668.46		602. Less reduction in amount due seller (Line 520)	137,431.27	
303. CASH FROM BORROWER	4,175.24		603. CASH TO SELLER	3,664.65	

SUBSTITUTE FORM 1099 SELLER STATEMENT

X = 3100.00 Seller Ass't

The information contained in Blks E, G, H, and I and on line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040). You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

(Seller's Signature)

William G. Brown, III

(Seller's Signature)

Nancy Ott Brown

Exhibit "D"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

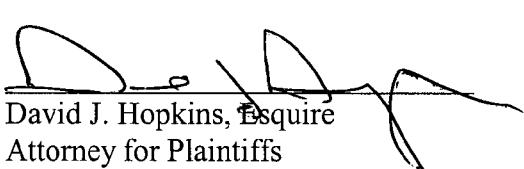
WILLIAM G. BROWN, III and :
NANCY O. BROWN, :
Plaintiffs :
:
vs. : No. 03-1302 C.D.
:
LON HAZLET and AMY HAZLET :
Defendants :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Plaintiffs' Complaint, filed on behalf of William G. Brown, III and Nancy O. Brown, was forwarded by first class mail, postage prepaid, on the 19 day of September 2003, to all counsel of record, addressed as follows:

Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 201A
DuBois, PA 15801

David J. Hopkins, Esquire
Attorney for Plaintiffs



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

WILLIAM G. BROWN, III and : NO. 03-1302 C.D.
NANCY O. BROWN, :
PLAINTIFFS : TYPE OF CASE: CIVIL
VS. : TYPE OF PLEADING: ANSWER
LON HAZLET and AMY HAZLET, : AND NEW MATTER
DEFENDANTS :
: FILED ON BEHALF OF: LON
: HAZLET and AMY HAZLET,
: DEFENDANTS
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQ.
: SUPREME COURT NO. 63494
: 90 BEAVER DRIVE, SUITE 201A
: DUBOIS, PA 15801
: (814) 375-0300

FILED

NOV 17 2003

William A. Shaw
Prothonotary/Clerk of Courts

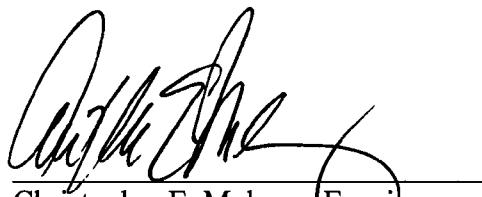
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

WILLIAM G. BROWN, III and	:	NO. 03-1302 C.D.
NANCY O. BROWN,	:	
PLAINTIFFS	:	TYPE OF CASE: CIVIL
VS.	:	
LON HAZLET and AMY HAZLET,	:	
DEFENDANTS	:	

NOTICE TO PLEAD

TO: PLAINTIFFS

In accordance with Rules 1026 and 1361 of the Pennsylvania Rules of Civil Procedure, you are notified to file a written response to the within NEW MATTER within twenty (20) days from service hereof or a default judgment may be entered against you.



Christopher E. Mohney, Esquire
Counsel for Defendants

90 Beaver Drive, Suite 201A
DuBois, PA 15801
(814) 375-1044
I.D. #63494

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

WILLIAM G. BROWN, III and	:	NO. 03-1302 C.D.
NANCY O. BROWN,	:	
PLAINTIFFS	:	TYPE OF CASE: CIVIL
VS.	:	
LON HAZLET and AMY HAZLET,	:	
DEFENDANTS	:	

ANSWER AND NEW MATTER

AND NOW, comes Defendants, **LON HAZLET and AMY HAZLET**, by and through their attorney, **CHRISTOPHER E. MOHNEY, ESQUIRE**, and sets forth an Answer and New Matter to Plaintiffs' Complaint and avers as follows:

1, 2 and 3. Admitted.

4. Admitted in part and denied in part. It is admitted that the parties signed a document titled Agreement pertaining to real estate known as Section 1, Lot 126, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, and that the document titled Agreement of Sale was dated August 4, 2000. The remainder of Plaintiffs' averments in paragraph 4 of the Complaint are denied, to the extent the parties' document titled Agreement of Sale is a written document, the terms of which speak for themselves; moreover, Defendants believe, and therefore aver, that certain terms of the document titled Agreement of Sale are ambiguous, and, consequently, not enforceable or to be construed in favor of Defendants as is more fully pleaded in New Matter.

5. Denied. The document titled Agreement of Sale is a written document, the terms of which speak for themselves. By way of further response, the Hazlets were

evicted from the residence on or before June 30, 2002, according to the terms of letter from counsel for Plaintiffs, dated June 6, 2002, and copy of which is attached hereto. Consequently, it is the Plaintiffs who breached the contract in evicting Defendants prior to the end of the term of the contract.

6. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of whether the real estate was sold for \$140,000.00, the same being therefore denied. By way of further response, no action(s) or inaction(s) of Defendants caused Plaintiffs to suffer any damages, paragraphs 6(A)-(M) in Plaintiffs' Complaint are denied as being caused by Defendants, and Defendants deny that any of their action(s) or inaction(s) constitute a breach of contract.

7. Admitted.

WHEREFORE, Defendants demand judgment against the Plaintiffs, and that Plaintiffs be taxed with all costs of suit.

NEW MATTER

8. Paragraphs 1 through 7 of Defendants' Answer are incorporated herein by reference as if set forth at length.

9. Attached as Exhibit "A" is copy of letter of counsel for Plaintiffs dated June 6, 2002, which letter dictates that Defendants were to have vacated the property in advance of the termination date of the written document titled Agreement of Sale signed by the parties.

10. The averment of paragraph 9 of this New Matter is incorporated herein by reference, and as if set forth at length, and consequently, Plaintiffs are estopped from claiming any breach of contract by Defendants.

11. If any Finder of Fact determines that Defendants did breach a written Agreement of Sale, or written document is a “Rent to Own” arrangement, Plaintiffs had a duty to mitigate their damages, which Plaintiffs did not do.

12. While Defendants were renting Plaintiffs’ property, Defendants made various improvements to the real estate, to which value of said improvements Plaintiffs were unjustly enriched in the amount of improvement to Plaintiffs’ property made by Defendants and to be determined.

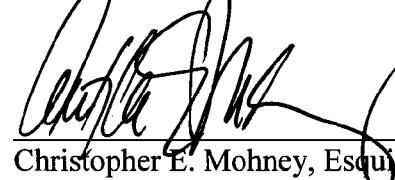
13. Should any Finder of Fact determine Defendants are liable to Plaintiffs for any breach of contract, Defendants are entitled to an offset in the amount of improvements they made to the real estate.

14. If a Finder of Fact determines that there is a breach of any contract by Defendants, paragraph 6 of the written document between the parties titled Agreement of Sale afford Plaintiffs mandatory liquidated damages in the form of payments made pursuant to the written document by Defendants, and, consequently, Plaintiffs are precluded by Pennsylvania law from seeking recovery on any claimed loss on resale; alternately, the terms of paragraph 6 of the written document titled Agreement of Sale between the parties is ambiguous on breach of contract by Defendants, and, since Plaintiffs drafted the Agreement, under Pennsylvania law the terms of the Agreement are to be construed against the drafting party, resulting in Plaintiffs having no legal claims for damages against Defendants for any determined breach of contract insofar as

Defendants made all payments due under the written document to Plaintiffs prior to eviction.

WHEREFORE, Defendants pray this Honorable Court that judgment be entered in their favor and against Plaintiffs, with all costs taxed to Plaintiff.

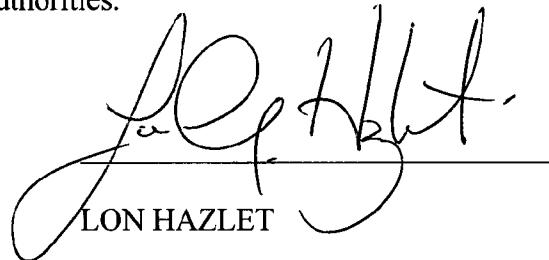
Respectfully submitted,



Christopher E. Mohney, Esquire
Attorney for Defendants

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904, relating to Unsworn Falsification to Authorities.



A handwritten signature in black ink, appearing to read "LON HAZLET", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized 'L' on the left and a 'H' on the right.

LON HAZLET

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904, relating to Unsworn Falsification to Authorities.



AMY HAZLET

THE HOPKINS LAW FIRM

900 Beaver Drive • DuBois, PA 15801

David J. Hopkins
Licensed in PA & NJ
Masters in Taxation

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hopkins@penn.com

Lea Ann Heltzel
Licensed in PA

June 6, 2002

Mr. and Mrs. Lonnie Hazlet
592 Treasure Lake
DuBois, PA 15801

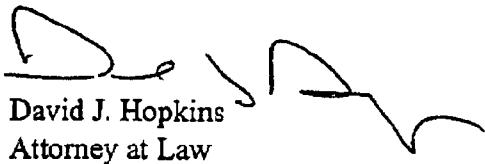
Dear Mr. and Mrs. Hazlet:

Kindly be advised this law firm has been retained by Mr. and Mrs. William Brown in reference to the Agreement of Sale which you executed to purchase Section 1, Lot 126 in the Treasure Lake Subdivision of Sandy Township.

Please be advised that Mr. and Mrs. Brown believe you have a valid contract and both you and Mr. and Mrs. Brown should comply by the terms of the contract.

However, in reviewing your letter of April 28, 2002, it is apparent you are unable to comply with the terms of the contract and if you are not going to comply with the terms of the contract, Mr. and Mrs. Brown would appreciate you vacating the property by June 30, 2002. However, no wording in this letter should be construed as Mr. and Mrs. Brown's consent to your termination of this contract.

Very truly yours,



David J. Hopkins
Attorney at Law

DJH/bjt

cc: Mr. and Mrs. William Brown

Exhibit A

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

WILLIAM G. BROWN, III and : NO. 03-1302 C.D.
NANCY O. BROWN, :
PLAINTIFFS : TYPE OF CASE: CIVIL
VS. : TYPE OF PLEADING:
LON HAZLET and AMY HAZLET, : CERTIFICATE OF SERVICE
DEFENDANTS :
: FILED ON BEHALF OF: LON
: HAZLET and AMY HAZLET,
: DEFENDANTS
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQ.
: SUPREME COURT NO. 63494
: 90 BEAVER DRIVE, SUITE 201A
: DUBOIS, PA 15801
: (814) 375-0300

FILED

DEC 17 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

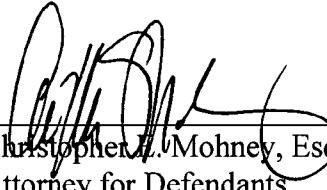
WILLIAM G. BROWN, III and	:	NO. 03-1302 C.D.
NANCY O. BROWN,	:	
PLAINTIFFS	:	TYPE OF CASE: CIVIL
VS.	:	
LON HAZLET and AMY HAZLET,	:	
DEFENDANTS	:	

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Defendants' Answer and New Matter, filed on behalf of Lon Hazlet and Amy Hazlet, was served by personal delivery on the 11th day of December, 2003, to all counsel of record, addressed as follows:

David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
DuBois, PA 15801

The undersigned certifies that on the above-referenced date, he handed a certified true and correct copy of Defendants' Answer and New Matter to Jacqueline Ciamaco, legal secretary at The Hopkins Law Firm.



Christopher J. Mohney, Esquire
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

WILLIAM G. BROWN, III and
NANCY O. BROWN,
Plaintiffs
vs.
LON HAZLET and AMY HAZLET
Defendants
:

File Number: No. 03-1302 C.D.
Type of Pleading: Answer to New Matter
:

Filed on behalf of: William G. Brown, III and Nancy O. Brown, Plaintiffs.
:

Counsel of Record for this party:
THE HOPKINS LAW FIRM
:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519
:

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998
:

900 Beaver Drive
DuBois, Pennsylvania 15801
:

(814) 375-0300

JAN 06 2004

William A. Tamm
Professor of Geology

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

WILLIAM G. BROWN, III and	:
NANCY O. BROWN,	:
Plaintiffs	:
	:
vs.	:
	:
No. 03-1302 C.D	
	:
LON HAZLET and AMY HAZLET	:
Defendants	:

ANSWER TO NEW MATTER

AND NOW, comes Plaintiffs, William G. Brown, III and Nancy O. Brown, husband and wife, by and through their attorneys, The Hopkins Law Firm, and answers the New Matter filed by Defendants as follows:

8. No answer is required of this paragraph.
9. Admitted in part and denied in part. Plaintiffs admit the letter was sent by their attorney dated June 6, 2002. All other provisions of paragraph 9 of Defendants' New Matter is denied. The letter speaks for itself.

10. Denied. The contract between the parties define their legal responsibilities and ramifications of their breaches. Said letter of June 6, 2002 did not change any of the obligations or liabilities of the parties.

11. Denied. Plaintiffs immediately attempted to sell the property which they eventually did thereby mitigating Defendants' damages.

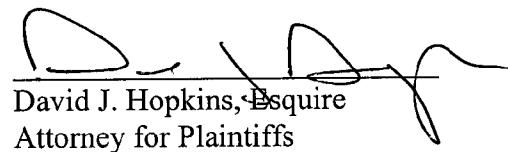
12. Denied. Paragraph 12 of Defendants' New Matter fails to set forth what alleged improvements Defendants made to Plaintiffs' real estate. Nevertheless, any improvements did not increase the value of the real estate.

13. Denied. Paragraph 13 of Defendants' New Matter fails to set forth what alleged improvements Defendants made to Plaintiffs' real estate. Nevertheless, any improvements did not increase the value of the real estate.

14. Denied. The contract between the parties set forth their obligations and liabilities. Pennsylvania law recognizes rights of plaintiffs to recover damages upon a defendant's breach of contract. All of Plaintiffs' damages were foreseeable and appropriate. Plaintiffs attempted to mitigate their damages.

WHEREFORE, Plaintiffs respectfully request this Honorable Court dismiss Defendants' New Matter with prejudice.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

WILLIAM G. BROWN, III and :
NANCY O. BROWN, :
Plaintiffs :
vs. : No. 03-1302 C.D.
LON HAZLET and AMY HAZLET :
Defendants :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Plaintiffs' Answer to New Matter, filed on behalf of William G. Brown, III and Nancy O. Brown, was forwarded by first class mail, postage prepaid, on the 5th day of January, 2004, to all counsel of record, addressed as follows:

Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 201A
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Plaintiffs

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

WILLIAM G. BROWN, III and :
NANCY O. BROWN, :
Plaintiffs :
vs. : No. 03-1302 C.D.
: :
LON HAZLET and AMY HAZLET :
Defendants : Type of Pleading: Motion to Compel
: :
: Filed on behalf of: William G. Brown, III
: and Nancy O. Brown, Plaintiffs
: :
: Counsel of Record for this party:
: :
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: :
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
: :
: (814) 375-0300

FILED

APR 27 2004

✓ am A. Steely
Prothonotary Clerk of Courts

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

WILLIAM G. BROWN, III and	:
NANCY O. BROWN,	:
Plaintiffs	:
	:
vs.	: No. 03-1302 C.D.
	:
LON HAZLET and AMY HAZLET	:
Defendants	:

MOTION TO COMPEL

AND NOW, comes Plaintiffs, William G. Brown, III and Nancy O. Brown, by and through their attorneys, Hopkins Heltzel LLP, and requests this Honorable Court to compel the Defendants to answer the Interrogatories propounded by said Plaintiffs and states the following in support thereof:

1. On January 21, 2004 Interrogatories were forwarded to Defendants in care of their attorney, Christopher E. Mohney.
2. As of March 24, 2004, Defendants, by their attorney, Christopher E. Mohney, has failed to answer said Interrogatories without explanation and no request for additional time in which to respond to same has been made.
3. On March 8, 2004, counsel for Plaintiffs wrote a letter to counsel requesting an answer to the Interrogatories. A true and correct copy of this letter is attached hereto and marked as Exhibit "A".

WHEREFORE, Plaintiffs request this Honorable Court to compel Defendants to answer Interrogatories propounded on them within twenty (20) days of the date of the attached Order.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiffs

HOPKINS HELTZEL LLP

900 Beaver Drive • DuBois, PA 15801

David J. Hopkins

Licensed in PA & NJ
Masters in Taxation

• Voice: (814) 375 - 0300

• Fax: (814) 375 - 5035

• Email: hopkinslaw@adelphia.net

Lea Ann Heltzel

Licensed in PA

March 8, 2004

Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 201A
DuBois, PA 15801

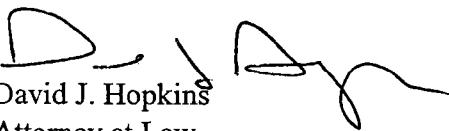
Re: Brown vs. Hazlet

Dear Mr. Mohney:

Answers to Interrogatories in the above captioned matter are past due. Would you be so kind as to have your client complete same and return to me within the next fourteen (14) days.

Should you have any questions, please feel free to contact me.

Very truly yours,



David J. Hopkins
Attorney at Law

DJH/bjt

cc: Mr. and Mrs. William Brown

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

WILLIAM G. BROWN, III and :
NANCY O. BROWN, :
Plaintiffs :
:
vs. : No. 03-1302 C.D.
:
LON HAZLET and AMY HAZLET :
Defendants :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Motion to Compel filed on behalf of Plaintiffs, William G. Brown, III and Nancy O. Brown, was forwarded on the 21 day of April, 2004, by United States Mail, postage prepaid, to all counsel of record, addressed as follows:

Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111B
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Plaintiffs

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

WILLIAM G. BROWN, III and :
NANCY O. BROWN, :
Plaintiffs :
vs. : No. 03-1302 C.D.
: :
LON HAZLET and AMY HAZLET :
Defendants :
:

ORDER OF COURT

AND NOW, this 28 day of April, 2004, upon
consideration of the within Motion to Compel, it is hereby ORDERED and ADJUDGED,
Defendants answer the Interrogatories within twenty (20) days from the date of this Order
or suffer such sanctions as this Court may deem appropriate.

BY THE COURT



JUDGE

FILED

APR 28 2004

William A. Shaw
Prothonotary/Clerk of Courts

CA
03-1302-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED 10-12-04

CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATED TRIAL TIME
03-1302 C.D.	() Jury () Non-Jury (x) Arbitration	<u>1/2</u> days/hours
Date Complaint Filed: 9-23-03		

PLAINTIFF(S)

William G. Brown, III and Nancy O Brown ()

DEFENDANT(S)

Check block if a Minor
is a Party to the Case

Lon Hazlet and Amy Hazlet ()

ADDITIONAL DEFENDANT(S)

No CC of 10:38 AM
Atty Hopkins 13 2004
pd 2000

()

JURY DEMAND FILED BY:

N/A

DATE JURY DEMAND FILED:

N/A

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

Less
More than
& \$20,000.00 () yes (x) no

N/A

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel:


David J. Hopkins, Esquire
Attorney for Plaintiffs

FOR THE PLAINTIFF

TELEPHONE NUMBER

David J. Hopkins, Esquire

(814) 375-0300

FOR THE DEFENDANT

TELEPHONE NUMBER

Christopher E. Mohney, Esquire

(814) 375-1044

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

WILLIAM G. BROWN, III and :
NANCY O. BROWN :
: vs. : No. 03-1302-CD
: :
LON HAZLET and AMY HAZLET :
:

ORDER

NOW, this 12th day of November, 2004, it is the ORDER of the Court
that the above-captioned matter is scheduled for Arbitration on Tuesday, January 25, 2004
at 8:30 A.M. in the Conference/Hearing Room, 2nd Floor, Clearfield County Courthouse,
Clearfield, PA. The following have been appointed as Arbitrators:

Girard Kasubick, Esquire, Chairman

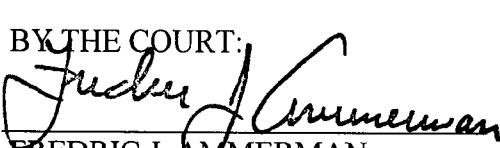
Mark A. Falvo, Esquire

David R. Thompson, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven
(7) days prior to the scheduled Arbitration. The original should be forwarded to the Court
Administrator's Office and copies to opposing counsel and each member of the Board of
Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form
in enclosed as well as a copy of said Local Rule of Court.

Please report to the Court Administrator's Office. You will be directed from there
where this Arbitration will be held.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

0 12:32 PM 500 to Many

NOV 10 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

WILLIAM G. BROWN, III and
NANCY O. BROWN,
Plaintiffs

vs.

LON HAZLET and AMY HAZLET
Defendants

: No. 03-1302 C.D.

: Type of Pleading: Consent Judgment

: Filed on behalf of: William G. Brown, III
and Nancy O. Brown, Plaintiffs.

: Counsel of Record for this party:
THE HOPKINS LAW FIRM

: DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

: LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

: 900 Beaver Drive
DuBois, Pennsylvania 15801

: (814) 375-0300

FILED
M 1400 12/20/04
Notice to Dif. Stmt to Atty
JAN 31 2005

William A. Shaw
Prothonotary

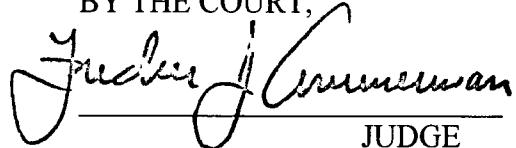
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

WILLIAM G. BROWN, III and :
NANCY O. BROWN, :
Plaintiffs :
vs. : No. 03-1302 C.D
LON HAZLET and AMY HAZLET :
Defendants :
:

CONSENT JUDGMENT

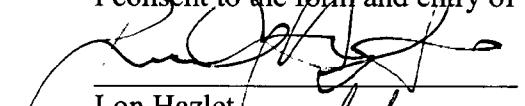
AND NOW, this 28th day of January, 2005, upon consent of the Defendant, it is hereby ORDERED that judgment is entered in favor of Plaintiff, William G. Brown, III and Nancy O. Brown, husband and wife, and against Defendants, Lon Hazlet and Amy Hazlet, husband and wife, in the amount of \$10,000.00.

BY THE COURT,

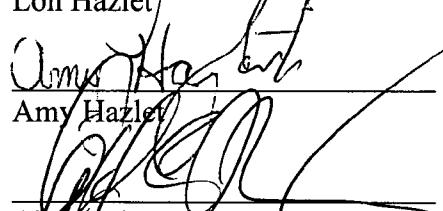


JUDGE

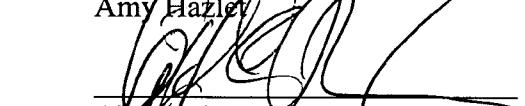
I consent to the form and entry of the within Order.



Lon Hazlet



Amy Hazlet



Christopher E. Mohney, Esquire
Attorney for Lon Hazlet and
Amy Hazlet

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

William Brown III
Nancy O. Brown
Plaintiff(s)

No.: 2003-01302-CD

Real Debt: \$10,000.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Lonnie Hazlet
Amy Hazlett
Defendant(s)

Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: January 31, 2005

Expires: January 31, 2010

Certified from the record this 31st day of January, 2005

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

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

William Brown III Nancy O. Brown

Vs. No. 2003-01302-CD

Lonnie Hazlet Amy Hazlett

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$10,000.00 on the January 31, 2005.

William A. Shaw
Prothonotary

William A. Shaw

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

WILLIAM G. BROWN, III and :
NANCY O. BROWN, :
Plaintiffs :
vs. : No. 03-1302 C.D.
: :
LON HAZLET and AMY HAZLET : Type of Pleading: Praecipe to Discontinue
Defendants :
: :
: Filed on behalf of: William G. Brown, III
: and Nancy O. Brown, Plaintiffs
: :
: Counsel of Record for this party:
: :
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: :
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
: :
: (814) 375-0300

64
FILED ^{1CC01 Cert. of}
01/15/05 ^{Disc. to Atty}
FEB 03 2005 ^{copy to CJA}
William A. Shaw
Prothonotary/Clerk of Courts

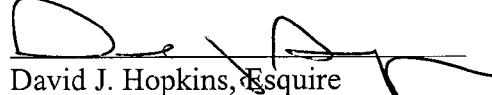
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

WILLIAM G. BROWN, III and :
NANCY O. BROWN, :
Plaintiffs :
:
vs. : No. 03-1302 C.D.
:
LON HAZLET and AMY HAZLET :
Defendants :
:

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above captioned civil action settled and discontinued.



David J. Hopkins, Esquire

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

WILLIAM G. BROWN, III and	:	
NANCY O. BROWN,	:	
Plaintiffs	:	
	:	
vs.	:	No. 03-1302 C.D.
	:	
LON HAZLET and AMY HAZLET	:	
Defendants	:	

CERTIFICATE OF SERVICE

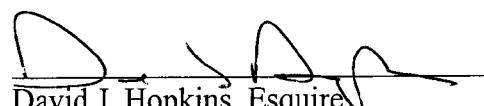
I, the undersigned, hereby certify that a true and correct copy of the Praeclipe to Discontinue filed on behalf of Plaintiffs, William G. Brown, III and Nancy O. Brown, was forwarded on the 3rd day of February, 2005, by United States Mail, postage prepaid, to all counsel of record, addressed as follows:

Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111B
DuBois, PA 15801

Girard Kasubick, Esquire, Chairman
611 Brisbin Street
Houtzdale, PA 16651

Mark A. Falvo, Esquire
38 West Scribner Avenue
DuBois, PA 15801

David R. Thompson, Esquire
P.O. Box 587
Philipsburg, PA 16866



David J. Hopkins, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

William Brown III
Nancy O. Brown

Vs. No. 2003-01302-CD
Lonnie Hazlet
Amy Hazlett

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 February 3, 2005, marked:

Settled and Discontinued

Costs in the sum of \$85.00 have been paid by Lonnie Hazlet, and costs in the sum of \$40.00 have been paid by David J. Hopkins, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of February A.D. 2005.

William A. Shaw, Prothonotary

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

FILE C

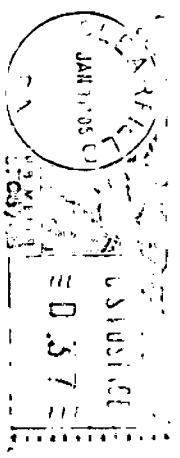
FEB 10 2005
WILLIAM A. Shaw

Prothonotary, Clerk of Courts

||||||||||||||||||
Lon and Amy Hazlet
592 Treasure Lake
DuBois, PA

HAZL592 FORWARD TIME EXP 1303 0802/07/05
HAZLET 5 LAKESIDE AVE
DUBOIS PA 15801-3025

RETURN TO SENDER



NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

William Brown III Nancy O. Brown

Vs.

No. 2003-01302-CD

Lonnie Hazlet Amy Hazlett

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$10,000.00 on the January 31, 2005.

William A. Shaw

Prothonotary



William A. Shaw

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

William Brown III
Nancy O. Brown
Plaintiff(s)

No.: 2003-01302-CD

Real Debt: \$10,000.00

FILED

Atty's Comm: \$

Vs.

Costs: \$

Lonnie Hazlet
Amy Hazlett
Defendant(s)

Int. From: \$

Entry: \$20.00

JUN 08 2005

01/21/06
William A. Shaw
Prothonotary

Instrument: Consent Judgment

Date of Entry: January 31, 2005

Expires: January 31, 2010

Certified from the record this 31st day of January, 2005



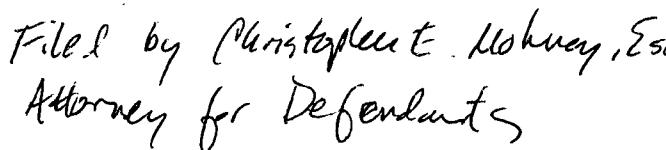
William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on May 27, 05, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.



Plaintiff/Attorney



Attorney for Defendants

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2003-01302-CD

William Brown III
Nancy O. Brown

Debt: \$10,000.00

Vs.

Atty's Comm.:

Lonnie Hazlet
Amy Hazlett

Interest From:

Cost: \$7.00

NOW, Wednesday, June 08, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 8th day of June, A.D. 2005.

Prothonotary