

03-1415-CD
DAVID BALI vs. RAYMOND J. SEKULA

Date: 10/12/2004

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 08:55 AM

ROA Report

Page 1 of 1

Case: 2003-01415-CD

Current Judge: No Judge

David Ball, Sherri Ball vs. Raymond J. Sekula

District Justice Appeal

Date		Judge
09/22/2003	Filing: District Justice Appeals Paid by: Blakley and Jones Receipt number: 1866362 Dated: 09/22/2003 Amount: \$85.00 (Check)	No Judge ✓
09/26/2003	Transcript From Justice Ford.	No Judge ✓
09/29/2003	Proof of Service of Notice of Appeal and Rule to File Complaint. s/Benjamin S. Blakley, III, Esquire	No Judge ✓
10/20/2003	Complaint. filed by s/David J. Hopkins, Esquire Verification s/David Ball s/Sherri Ball Certificate of Service 1 cc to Atty	No Judge ✓
11/10/2003	Defendant's Answer and New Matter, filed by Atty. Blakley 3 Cert. to Atty.	No Judge ✓
11/13/2003	Certificate of Service, Defendant's Answer and New Matter upon: LEA ANN HELTZEL, ESQUIRE filed by s/Benjamin S. Blakley, III, Esquire no cc	No Judge ✓
11/26/2003	Answer to New Matter. filed by, s/David J. Hopkins, Esq. no cc	No Judge ✓
07/14/2004	Filing: Certificate of Readiness Paid by: Hopkins, David J. (attorney for Ball, David) Receipt number: 1882789 Dated: 07/14/2004 Amount: \$20.00 (Check) Filed by s/David J. Hopkins, Esq. No CC	No Judge ✓
09/02/2004	Order, NOW, this 2nd day of September, 2004, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Thursday, October 14, 2004 at 1:00 p.m. The following have been chosen as Arbitrators: R. Denning Gearhart, Esq. Kimberly M. Kubista, Esq. David A. Ammerman, Esq., Chairman You must submit your Pre-Trial Statement 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. BY THE COURT:/s/ Fredric J. Ammerman, President Judge. 5 CC C/A.	No Judge ✓
09/14/2004	Amended Order: NOW, this 14th day of September, 2004, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Thursday, October 14, 2004 at 1:00 P.M. The following have been appointed as Arbitrators: R. Denning Gearhart, Esquire, Chairman Kimberly M. Kubista, Esquire S. Casey Bowers, Esquire. You must submit your Pre-Trial Statement 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. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 1 CC Atty Gearhart, Kubista, Bowers, Blakley, D. Ammerman, Hopkins.	No Judge ✓
10/05/2004	Certificate of Service, Defendant's Pretrial Statement upon counsel for the Defendant by U.S. First-class Mail to Lea Ann Heltzel, Esquire, filed by s/Benjamin S. Blakley, III. No CC.	No Judge ✓

COURT OF COMMON PLEAS
Clearfield County
JUDICIAL DISTRICT

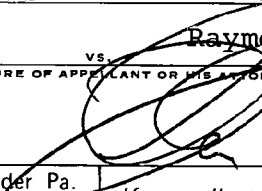
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 03-1415-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 Raymond J. Sekula		MAG. DIST. NO. OR NAME OF D.J. 46-3-01	
ADDRESS OF APPELLANT 812 W. Long Avenue		CITY DuBois	STATE PA
		ZIP CODE 15801	
DATE OF JUDGMENT August 26, 2003	IN THE CASE OF (Plaintiff) David Ball		
		(Defendant) Raymond J. Sekula	
CLAIM NO. CV 19 03 - 274 LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>		<p>If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>	

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon David Ball, appellee(s), to file a complaint in this appeal
(Common Pleas No. 03-1415-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To David Ball, appellee(s)

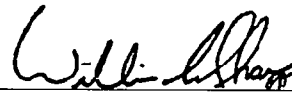
Signature of appellant or his attorney or agent

(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: 9/19 2003



Signature of Prothonotary or Deputy

FILED

0350 PA

SEP 19 2003

William A. Shaw
Prothonotary

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; ss

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, 19____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19____ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

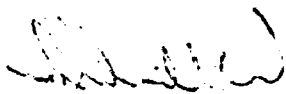
SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 19____.

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19____.



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-01
DJ Name: Hon.	PATRICK N. FORD
Address:	309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA
Telephone:	(814) 371-5321 15801

ATTORNEY DEF PRIVATE :

**BEN BLAKLEY
90 BEAVER DR
BOX 6
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS

**BALL, DAVID
1 LARISSA COURT
DUBOIS, PA 15801**

VS.

DEFENDANT: NAME and ADDRESS

**SEKULA, RAYMOND J.
812 WEST LONG AVE
DUBOIS, PA 15801**

Docket No.: **CV-0000274-03**
Date Filed: **6/23/03**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

☒ Judgment was entered for: (Name) **BALL, DAVID**

☒ Judgment was entered against: (Name) **SEKULA, RAYMOND J.**

in the amount of \$ **2,732.50** on: (Date of Judgment) **8/26/03**

☐ 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	\$ 2,648.00
Judgment Costs	\$ 84.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 2,732.50

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.

8-26-03 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**

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

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: **BALL, DAVID**
NAME and ADDRESS
1 LARISSA COURT
DUBOIS, PA 15801

VS.
DEFENDANT: **SEKULA, RAYMOND J.**
NAME and ADDRESS
812 WEST LONG AVE
DUBOIS, PA 15801

Docket No.: **CV-0000274-03**
Date Filed: **6/23/03**



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

FILED

m/12:25:01
SEP 26 2003

William A. Shaw
Prothonotary/Clerk of Courts

Amount of Judgment	\$ 2,648.00
Judgment Costs	\$ 84.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 2,732.50

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	

Certified Judgment Total \$ _____

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8-26-03 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**

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

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:
BALL, DAVID
1 LARISSA COURT
DUBOIS, PA 15801

VS.
DEFENDANT:
SEKULA, RAYMOND J.
812 WEST LONG AVE
DUBOIS, PA 15801

Docket No.: **CV-0000274-03**
Date Filed: **6/23/03**



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damages arising out of residential
lease \$ _____

FILED

m/12:25:01
SEP 26 2003

William A. Shaw
Prothonotary/Clerk of Courts

Amount of Judgment	\$ 2,648.00
Judgment Costs	\$ 84.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 2,732.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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8/26/03 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

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

CIVIL ACTION HEARING NOTICE

PLAINTIFF: NAME and ADDRESS

**BALL, DAVID
1 LARISSA COURT
DUBOIS, PA 15801**

VS.

DEFENDANT: NAME and ADDRESS

**SEKULA, RAYMOND J.
812 WEST LONG AVE
DUBOIS, PA 15801**

Docket No.: **CV-0000274-03**
Date Filed: **6/23/03**



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

Date: 7/29/03	Place: DISTRICT COURT 46-3-01 309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA 15801
Time: 9:45 AM	

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 PA.R.CP.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.

COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**

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

PLAINTIFF: NAME and ADDRESS
DAVID BALL
1 LARISSA COURT
DUBOIS PA 15801

VS.
 DEFENDANT: NAME and ADDRESS
Raymond J. Sekula
812 WEST KING AVE.
DUBOIS PA 15801

Docket No.: **CV 274-03**
 Date Filed:



	AMOUNT	DATE PAID
FILING COSTS	\$ <u>84.50</u>	<u> </u> / <u> </u> / <u> </u>
POSTAGE	\$ <u> </u>	<u> </u> / <u> </u> / <u> </u>
SERVICE COSTS	\$ <u> </u>	<u> </u> / <u> </u> / <u> </u>
CONSTABLE ED.	\$ <u> </u>	<u> </u> / <u> </u> / <u> </u>
TOTAL	\$ <u> </u>	<u> </u> / <u> </u> / <u> </u>

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ **2732.50** together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Bought Property from the Defendant. closing was agreed to be in February by Defendant. He collected Rent for March from 3 Tenants & kept it & Also has not turned over security Deposit's from the Tenants. Also selling Contract Agreement said he would REMOVE ALL ITEMS from premises or pay to have IT DONE. Also DID NOT turn over any KEYS. RENTS + SECURITIES 1525.00 Filing FEES 84.50 KEY CUTTING COST 8.00 Door lock to Garage 15.00 REMOVE 10 ITEMS from property 500.00 Garage Door opener 200.00

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

[Signature]
 (Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: _____ Address: _____
 Telephone: _____

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATE 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.

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.

Official Use
(Domestic Mail Only, No Insurance Coverage Provided)

OFFICIAL USE

7001 1940 0006 2176 5849

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	
Mr. David Ball	
Street, Apt. No., or PO Box No.	1 Larissa Court
City, State, ZIP+ 4	DuBois PA 15801

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.

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. 03-1415-CD, upon the District Justice designated therein on (date of service) September 22, 2003, ☒ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) David Ball, on September 22, 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 22, 2003, ☐ by personal service ☒ by (certified) (registered) mail; sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS 22nd DAY OF September, 2003.

Marlene E. Duttry
Signature of official before whom affidavit was made

NOTARY PUBLIC
Title of official

My commission expires on _____

NOTARIAL SEAL
Marlene E. Duttry, Notary Public
City of Du Bois, Clearfield County
My commission expires August 22, 2006

[Signature]
Signature of affiant

FILED

M 1:20 PM

SEP 29 2003

[Signature]

William A. Shaw
Prothonotary

COURT OF COMMON PLEAS
Clearfield County
 JUDICIAL DISTRICT

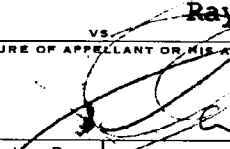
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 03-1415-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 Raymond J. Sekula		MAG. DIST. NO. OR NAME OF D.J. 46-3-01	
ADDRESS OF APPELLANT 812 W. Long Avenue		CITY DuBois	STATE PA
		ZIP CODE 15801	
DATE OF JUDGMENT August 26, 2003	IN THE CASE OF (Plaintiff) David Ball		
		(Defendant) Raymond J. Sekula	
CLAIM NO. CV 19 <u>03 - 274</u> LT 19 _____		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>			

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

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 **David Ball**, appellee(s), to file a complaint in this appeal
Name of appellee(s)
 (Common Pleas No. **03-1415-CD**) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To **David Ball**, 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: **9/19 2003**

 Signature of Prothonotary or Deputy

03,50 BA

LAW OFFICES OF
BLAKLEY & JONES
90 Beaver Drive, Box 6
Du Bois, Pennsylvania 15801

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

September 22, 2003

Benjamin S. Blakley, III

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield PA 16830

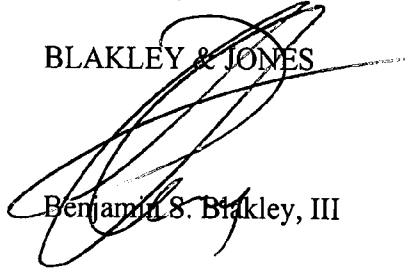
Re: Ball v. Sekula
Appeal from Magistrate's Judgment
No. CV-274-03

Dear Sir/Madam:

Enclosed please find a Notice of Appeal of Raymond J. Sekula in the above-captioned matter.

Very truly yours,

BLAKLEY & JONES


Benjamin S. Blakley, III

BSB/gib

Enclosure

cc: Raymond J. Sekula



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

DAVID BALL and SHERRI BALL,
Plaintiffs

vs.

RAYMOND J. SEKULA,
Defendant

No. 03-1415 C.D.

Type of Pleading: Complaint

Filed on behalf of: David Ball
and Sherri Ball, 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

OCT 20 2003

012-766
William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO ATT

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

DAVID BALL and SHERRI BALL,
Plaintiffs

vs.

RAYMOND J. SEKULA,
Defendant

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:
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No. 03-1415 C.D.

NOTICE

TO: Defendant

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 East Market Street
Clearfield, PA 16830
(814) 765-2641 (ext. 5982)

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

DAVID BALL and SHERRI BALL,
Plaintiffs

vs.

RAYMOND J. SEKULA,
Defendant

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No. 03-1415 C.D.

COMPLAINT

AND NOW, comes Plaintiffs David Ball and Sherri Ball, by and through their attorneys, The Hopkins Law Firm, and sets the forth the following:

1. Plaintiffs are David Ball and Sherri Ball, husband and wife, who are adult individuals and reside at 1 Larissa Court, DuBois, Pennsylvania 15801.

2. Defendant, Raymond J. Sekula, is an adult individual who resides at 812 West Long Avenue, DuBois, Pennsylvania 15801.

3. On January 7, 2003, Plaintiffs and Defendant entered into a contract for Plaintiffs to purchase real property owned by the Defendant located on Maple Avenue in Sandy Township, Clearfield County, Pennsylvania, known as Tax Map No. 128-C4-421-2.1/42. The property consisted of a four (4) unit apartment building and 4 apartments. A photocopy of the Agreement of Sale is attached hereto as Exhibit "A".

4. The settlement date was set for February 12, 2003 and at that time a settlement statement was prepared. Real estate taxes were pro-rated through February 12, 2003. Rent for the month of February was credited to Defendant, however, Defendant credited Plaintiffs for rent for the period February 12, 2003 through February 28, 2003 on the settlement sheet.

5. Both Plaintiffs and Defendant executed the settlement sheet, a photocopy of which is attached hereto as Exhibit "B".

6. Without cause, Defendant collected rent from three (3) tenants for the month of March, 2003. Defendant collected \$1,375.00 from said tenants.

7. Defendant has failed to turn over to Plaintiffs the security deposits for the tenants in the apartment building. Said sum totals \$550.00.

8. The Agreement of Sale obligated Defendant to clear all items of personal property from the apartment building and garage located upon the property by May 31, 2003.

9. Defendant failed to remove said items of personal property from the apartment unit and garage as required by the contract causing Plaintiff to suffer damages as follows:

- a. Replacement keys - \$8.00;
- b. Door knob to garage - \$15.00;
- c. Remove items of personal property - \$500.00;
- d. Garage door opener - \$200.00.

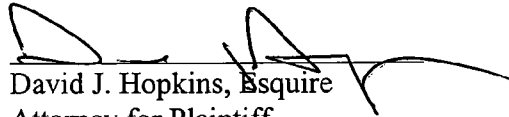
10. All of the actions of Defendant constitute breach of contract.

11. All of the actions of Defendant constitute conversion.

12. Plaintiff has incurred filing fees with the District Magistrate in the amount of \$84.50.

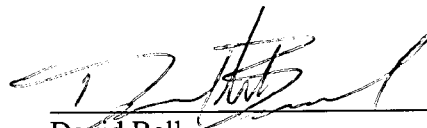
WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$2,732.50.

Respectfully submitted,

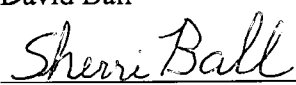

David J. Hopkins, Esquire
Attorney for Plaintiff

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.



David Ball



Sherri Ball

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

DAVID BALL and SHERRI BALL,
Plaintiffs

vs.

RAYMOND J. SEKULA,
Defendant

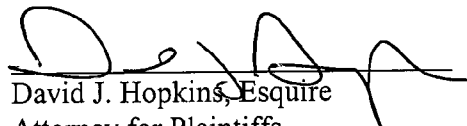
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No. 03-1415 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Plaintiffs' Complaint, filed on behalf of David Ball and Sherri Ball, was forwarded by first class mail, postage prepaid, on the 20th day of October, 2003, to all counsel of record, addressed as follows:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Plaintiffs

David and Sherri Ball

1 Larissa Court
DuBois, Pa. 15801
(814) 371-5475

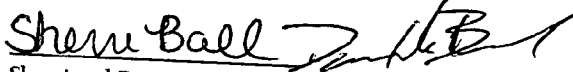
January 7, 2003

Raymond J. Sekula
812 West Long Avenue
DuBois, PA. 15801

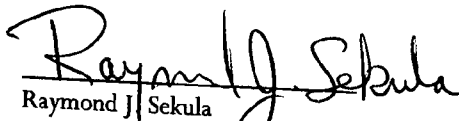
We, David and Sherri Ball, hereinafter referred to as buyers wish to purchase property located on Maple Avenue, DuBois, PA. Owned by Raymond J. Sekula hereinafter referred to as seller. The property address is Rd.3, DuBois, PA. 15801 Map # 128-C4-421-2.1/42. The property consists of a large house apartment building, and a garage. The purchase price of \$130,000 (One hundred and thirty thousand) has been agreed upon from both the seller and the buyers. The buyers must be able to get financing on above named property or this agreement is null and void. The deed must be clear with no incumbrances, liens or back taxes owed.

The buyers and seller agree to split sales tax 1% each. Taxes and utilities will be prorated up to closing date. Approximate close date January 31, 2003. The house and garage are to be cleared of all personal items owned by Raymond J. Sekula by May 31, 2003 excluding appliances, etc already agreed upon that go with property. or will be disposed of at seller's expense.

Buyers


Sherri and David Ball

Owner/seller


Raymond J. Sekula

HUD - 1 UNIFORM SETTLEMENT STATEMENT

OMB Approval No. 2502-0265

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			SETTLEMENT STATEMENT	
B. TYPE OF LOAN			6. File Number:	7. Loan Number:
1. FHA 2. FmHA 3. Conv. Unins. 4. VA 5. X Conv. Ins.			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:		E. NAME, ADDRESS AND TIN OF SELLER:		F. NAME AND ADDRESS OF LENDER:
David M. Ball Sherri L. Ball 1 Larissa Court DuBois, PA 15801		Raymond J. Sekula 812 West Long Avenue DuBois, PA 15801		CSB Bank P.O. Box 29 Curwensville, PA 16833
G. PROPERTY LOCATION:		H. SETTLEMENT AGENT NAME, ADDRESS AND TIN		
Rt. 322, Maple Avenue DuBois, PA 15801		Hopkins Law Firm 900 Beaver Drive, DuBois, PA 15801 25-1728553		
128-C4-421-2.1 & 42		PLACE OF SETTLEMENT		I. SETTLEMENT DATE
		900 Beaver Drive DuBois, PA 15801		02/12/2003

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	130,000.00	401. Contract sales price	130,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	3,626.50	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		408. Assessments	
109.		409.	
110. School Tax 02/12/03-6/30/03	567.13	410. School Tax 02/12/03-6/30/03	567.13
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	134,193.63	420. GROSS AMOUNT DUE TO SELLER	130,567.13

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit	
202. Principal amount of new loan(s)	130,000.00	502. Settlement charges to seller (Line 1400)	4,112.61
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan Gail Heffner	125,287.49
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes 01/01/2003-02/12/2003	23.77	510. City/town taxes 01/01/2003-02/12/2003	23.77
211. County taxes 01/01/2003-02/12/2003	35.13	511. County taxes 01/01/2003-02/12/2003	35.13
212. Assessments		512. Assessments	
213.		513.	
214. Rent 2/12/03-2/28/03	1,108.13	514. Rent & Sec. Deposits (POC)	1,108.13
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	131,167.03	520. TOTAL REDUCTION AMOUNT DUE SELLER	130,567.13

300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT FROM/TO SELLER	
301. Gross amount due from borrower (Line 120)	134,193.63	601. Gross amount due to seller (Line 420)	130,567.13
302. Less amount paid by/for borrower (Line 220)	131,167.03	602. Less reduction in amount due seller (Line 520)	130,567.13
303. CASH FROM BORROWER	3,026.60	603. CASH FROM SELLER	

SELLER'S STATEMENT

The information contained in Blocks 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 (see Seller Certification). 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. You are required to provide the Settlement Agent 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)

Raymond J. Sekula

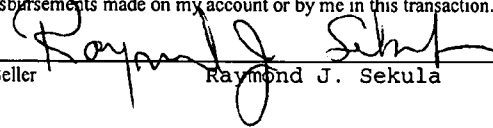
(Seller's Signature)

L. SETTLEMENT CHARGES

700. TOTAL SALES/BROKER'S COMMISSION based on price \$ 130,000.00 @		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:			
701. \$			
702. \$			
703. Commission paid at Settlement			
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee \$			
802. Loan Discount \$			
803. Appraisal Fee to			
804. Credit report to			
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee to			
807. Assumption Fee			
808. Commitment Fee to CSB Bank (POC \$325.00)			
809. Flood Cert. Fee to CSB Bank		20.00	
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from			
902. Mortgage Insurance Premium for			
903. Hazard insurance Premium for <u>Accord Insurance - 2/12/04</u>		850.00	
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard insurance			
1002. Mortgage insurance			
1003. City Property Taxes			
1004. County Property Taxes			
1005. Annual assessments			
1006.			
1007.			
1008. Aggregate Accounting Adjustment			
1100. TITLE CHARGES			
1101. Settlement or closing fee to Hopkins Law Firm		50.00	50.00
1102. Abstract or title search to Rebecca Latimer		126.50	
1103. Title Examination to			
1104. Title insurance binder to			
1105. Document preparation to			
1106. Notary fees to			
1107. Attorney's fees to Hopkins Law Firm/Benjamin Blakley, Esquire		200.00	175.00
(includes line numbers:			
1108. Title Insurance to Penn Attorneys Title Ins. Co.		925.00	
(includes line numbers: 100, 300, 710			
1109. Lender's coverage \$ 130000.00			
1110. Owner's coverage \$ 130000.00			
1111.			
1112. Closing Protection Letter to Penn Attorneys		35.00	
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees: Deed \$ 35.00 Mortgage \$ 85.00 Release \$		120.00	
1202. City/cnty tax/stamps: Deed \$ Mortgage \$			
1203. State tax/stamps: Deed \$ Mortgage \$			
1204. PA 2% Realty Transfer Tax		1,300.00	1,300.00
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to			
1302. Pest inspection to			
1303. DuBois City Water Authority			36.99
1304. Sandy Township Sewer Authority			84.75
1305. 2002 Real Estate Taxes			2,158.87
1306. Judgment Satisfaction (Sysco)-Legal & Prothonotary Fees			307.00
1307.			
1308.			
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)		3,626.50	4,112.61

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I received a copy of the HUD-1 Settlement Statement.

Seller


Raymond J. Sekula

Borrower


David M. Ball

Seller

Borrower


Sherri L. Ball

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds disbursed or to be disbursed by the undersigned as part of the settlement of this transaction.

02/12/2003

Settlement Agent David J. Hopkins, Esquire

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

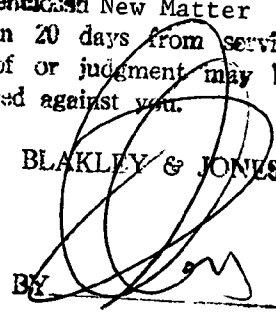
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

DAVID BALL and SHERRI BALL,	:	NO. 03-1415-CD
	:	
Plaintiffs,	:	Type of Case: CIVIL
	:	
vs.	:	Type of Pleading: DEFENDANT'S ANSWER
	:	AND NEW MATTER
RAYMOND J. SEKULA,	:	
	:	Filed on Behalf of: DEFENDANT
Defendant.	:	
	:	Counsel of Record for This Party:
	:	BENJAMIN S. BLAKLEY, III
	:	
	:	Supreme Court No. 26331
	:	BLAKLEY & JONES
	:	90 Beaver Drive, Box 6
	:	DuBois PA 15801
	:	(814) 371-2730

TO: THE WITHIN NAMED

You are hereby notified
to file a written response to
the enclosed New Matter
within 20 days from service
hereof or judgment may be
entered against you.

BLAKLEY & JONES

BY 
Attorneys for Defendant

FILED

NOV 10 2003

10/25/03
William A. Shaw
Prothonotary/Clerk of Courts

3 sent to Attys

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

DAVID BALL and SHERRI BALL,	:	NO. 03-1415-CD
	:	
Plaintiffs,	:	
	:	
vs.	:	
	:	
RAYMOND J. SEKULA,	:	
	:	
Defendant.	:	

DEFENDANT'S ANSWER AND NEW MATTER

AND NOW comes Defendant, **RAYMOND J. SEKULA**, by and through his attorneys, **BLAKLEY & JONES**, and answers Plaintiffs' Complaint as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. It is admitted that the settlement date was originally scheduled for February 12, 2003, and that the Plaintiffs' counsel prepared a settlement statement using the aforesaid date as the settlement date.

The further averments regard to the proration of the real estate taxes and the February rent are admitted; however, it is further averred that, because of a dispute between the Defendant and the private holder of a mortgage on the subject premises, the actual

closing and settlement date for Plaintiffs' purchase of Defendant's property did not occur until March 7, 2003.

5. Admitted.

6. It is denied that the Defendant collected rent in the amount of \$1,375.00 from the three tenants in the subject property for the month of March without cause. On the contrary, it is averred that the Defendant collected such rent, as the Defendant continued his ownership in the real property until March 7, 2003, the closing and settlement date on the subject real property. It is further averred that Plaintiff has retained the rents for the real property for the period of February 12 through February 28, 2003, despite having no legal ownership interest in the property for that period.

7. Admitted. It is further averred that the Defendant retained a Social Security deposit as a credit toward the rents owing the Defendant as a result of the Plaintiffs' retention of the February, 2003, rents which were improperly turned over to the Plaintiff at closing.

8. Admitted. It is further averred that all items of Defendant's personal property were removed from the apartment building and garage located upon the property by May 31, 2003, and that the only items remaining in the subject property were the personal property of tenants of the subject real property and items of personal property belonging to the former owner of the subject real property.

9. Denied for the reasons set forth in Paragraph 8 of the Defendant's Answer.

Further, it is denied that any actions of the Defendant have caused the Plaintiff to suffer any damages in any manner whatsoever. It is further averred that the Defendant contacted Plaintiffs' attorney with regard to the exchange of keys to the subject real property; however, Plaintiffs' attorney failed to contact the Defendant regarding the exchange of the said keys. It is further averred that, at the time of the closing of the sale of the real property, the Defendant transferred to the Plaintiff one garage door opener, that being the only garage door opener that existed for the subject real property.

10. Denied for the reasons set forth above.

11. It is denied that any actions of the Defendant constituted, in any manner, a conversion, and on the contrary, it is averred that the Defendant has at all times performed pursuant to the agreement of the parties, and that it is the Plaintiff who, in fact, has retained monies lawfully belonging to the Defendant.

12. After reasonable investigation, the Defendant is unable to determine the true or falsity of the averments contained within Paragraph 12 of Plaintiffs' Complaint and therefore denies the same and demands strict proof thereof at trial.

WHEREFORE, Defendant respectfully requests that this Honorable Court dismiss the Plaintiffs' Complaint.

NEW MATTER

Defendant, **RAYMOND J. SEKULA**, hereby files the following New Matter to Plaintiffs' Complaint, of which the following is a statement:

13. Defendant incorporates his answers to Paragraph 1 through 12 of Plaintiffs' Complaint as though fully set forth herein.

14. That by Agreement of Sale dated January 7, 2003, the Plaintiffs agreed to purchase the property of the Defendant and did agree that all taxes and utilities would be prorated up to **closing** date and that the house and garage were to be cleared of all personal items **owned by Raymond J. Sekula** by May 31, 2003. A copy of said Agreement is attached hereto and marked as Exhibit "A."

15. That, pursuant to the parties' January 7, 2003, Agreement of Sale, the approximate closing date was scheduled for January 31, 2003, which was then extended to February 12, 2003; however, that closing date was extended until March 7, 2003, as the Defendant was unable to arrive at any payoff amount for a mortgage existing between the Defendant and the prior owner of the real property.

16. That as a result of the protracted negotiations between the Defendant and the subject property's prior owner, the parties orally agreed to extend the closing date for the sale of the subject property to March 7, 2003.

17. That prior to the oral extension of the closing date, and in anticipation of a February 12, 2003, closing date, the parties executed a closing statement, marked as Plaintiff's

Exhibit "B," which prorated taxes and the rent upon the subject real property to February 12, 2003.

18. That the oral agreement of the parties extending the closing date in the above matter was entered into by the parties subsequent to the parties' execution of the February 12, 2003, settlement agreement.

19. That the closing of the subject property subsequently occurred on March 7, 2003. A copy of the Deed between Defendant and Plaintiffs showing the recording date of the Deed to the subject real property is attached hereto and marked Defendant's Exhibit "B."

20. That the Plaintiffs, through their attorneys, did not disburse the funds received by the Plaintiffs from the mortgage taken by the Plaintiffs for the purchase of the real property until on or about March 13, 2003.

21. That, in spite of the provisions of the Agreement of Sale of January 7, 2003, the Plaintiffs prorated the taxes for the subject property as of February 12, 2003, and not as of the closing date of the sale of the subject property, that being March 7, 2003.

22. That, in spite of the oral agreement of the parties, the Plaintiffs prorated the rents for the subject property using a settlement date of February 12, 2003, and not the closing date of March 7, 2003.

23. That, as the closing of the subject property had not occurred on March 1, 2003, the Defendant collected the rents in the amount of \$1,375.00 from the tenants in the subject property.

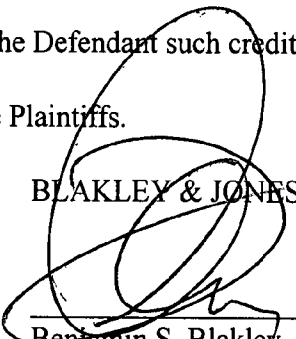
24. That at the time of settlement of the funds due the Defendant as a result of the sale of the subject property on or about March 13, 2003, rents for the period of February 12, 2003, through February 28, 2003, were distributed to the Plaintiffs rather than the Defendant, who, during that period of time, continued to own the subject property and be responsible under law to the tenants in the subject property. Said improperly disbursed rents were in the amount of \$1,108.13.

25. The Plaintiff, **DAVID BALL**, at the commencement of March, 2003, did approach a tenant of the Defendant, namely **FRED ALLENBAUGH**, and did collect the March rental payment from the said individual in the amount of \$400.00, all of which occurred prior to the closing date of the sale of the subject property.

26. That the actions of the Plaintiffs in failing to follow the dictates of the written and oral agreements of the parties concerning the disbursements and prorations of amounts entitle the Defendant to credits against any amounts due and owing the Plaintiffs for rents improperly retained by the Plaintiffs in the amount of \$1,198.45.

WHEREFORE, Defendant respectfully requests this Honorable Court dismiss the Plaintiffs' Complaint or, in the alternative, grant the Defendant such credits in the amount of \$1,198.45 against any amounts due and owing the Plaintiffs.

BLAKLEY & JONES

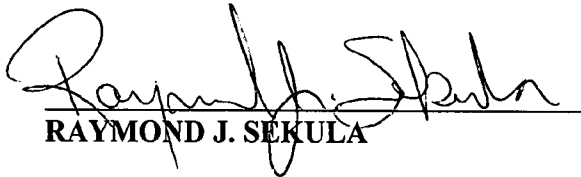

Benjamin S. Blakley, III
Attorney for Defendant

VERIFICATION

I, **RAYMOND J. SEKULA**, hereby state that I am the Defendant in this action and verify that the statements made in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: _____

11/7/03


RAYMOND J. SEKULA

David and Sherri Ball

11 Arrow Court
DuBois, Pa. 15801
(814) 871-1475


January 7, 2003

Raymond J. Sekula
812 West Long Avenue
DuBois, PA. 15801

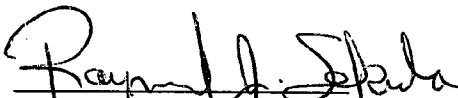
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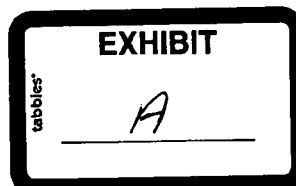
The buyers and seller agree to split sales tax 1% each. Taxes and utilities will be prorated up to closing date. Approximate close date January 31, 2003. The house and garage are to be cleared of all personal items owned by Raymond J. Sekula by May 31, 2003 excluding appliances, etc already agreed upon that go with property. or will be disposed of at seller's expense.

Buyers


Sherri and David Ball

Owner/seller


Raymond J. Sekula



KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200303570

RECORDED ON

Mar 07, 2003

1:36:02 PM

Total Pages: 4

RECORDING FEES - \$13.00
RECORDER

COUNTY IMPROVEMENT \$2.00
FUND

RECORDER IMPROVEMENT \$3.00
FUND

JCS/ACCESS TO \$10.00
JUSTICE

STATE TRANSFER \$1,300.00
TAX

STATE WRIT TAX \$0.50

SANDY TOWNSHIP \$650.00

DUBOIS AREA \$650.00
SCHOOLS

TOTAL \$2,628.50

CUSTOMER
HOPKINS, DAVID J.

THIS DEED

MADE the 30th day of January in the year Two Thousand and Three
(2003)

BETWEEN

RAYMOND J. SEKULA, single, of 812 West Long Avenue, DuBois,
Clearfield County, Pennsylvania, hereinafter referred to as the
GRANTOR,

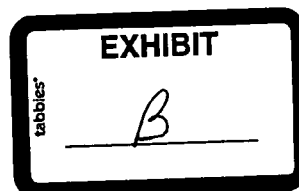
A N D

DAVID M. BALL and SHERRI L. BALL, husband and wife, of 1 Larissa
Court, DuBois, Clearfield County, Pennsylvania, as Tenants by the
Entireties, hereinafter referred to as the **GRANTEES**.

WITNESSETH, That in consideration of the sum of **One hundred
thirty thousand (\$130,000.00) Dollars** in hand paid, the receipt
whereof is hereby acknowledged, the said grantor does hereby grant
and convey to the said grantees,

**ALL THOSE THREE CERTAIN PIECES OR PARCELS OF LAND, SITUATE,
LYING AND BEING IN SANDY TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA
BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:**

THE FIRST THEREOF: BEING known in Sydney Fuller's Plot of Lots
in Sandy Township, called Sydney Fuller's Addition to Du Bois
Borough as Lot No. 771, and bounded on the North by a twelve (12)
foot Alley; on the South by Van Tassel Avenue; on the East by Lot
No. 772 of the same Plot of Lots; on the West by a sixteen (16)
foot Alley; and being fifty (50) feet wide on the North side of Van
Tassel Avenue by one hundred and fifty (150) feet deep to said
twelve (12) foot Alley and fifty (50) feet wide on said Alley.
HAVING thereon erected a two-car frame garage.



THE SECOND THEREOF: KNOWN as Lot No. 772 on the Plot of Sydney Fuller's Addition to Du Bois; said lot or piece of land being fifty (50) feet wide on Van Tassel Avenue by one hundred fifty (150) feet deep to a twelve (12) foot alley and being fifty (50) feet wide on said Alley. Being one town lot fifty (50) feet by one hundred (150) feet in size being bounded and described as follows to wit: On the North by a twelve (12) foot Alley; on the South by Van Tassel Avenue; on the East by Lot No. 773; and on the West by Lot No. 771. Having thereon erected a two story frame duplex dwelling house. Said Van Tassel Avenue being now known as Maple Avenue.

THE THIRD THEREOF: BEING known in Sydney Fuller's plot of lots in Sandy Township called Sydney Fuller's Addition to Du Bois Borough as the Western one-half of Lot No. 773, and bounded on the North by a twelve (12) foot alley; on the South by Maple Avenue formerly Van Tassel Avenue; on the West by Lot No. 772 in said addition; and on the East by the remaining Eastern one-half of said Lot No. 773. BEING 25 feet wide on the North side of Maple Avenue by 150 feet deep to said twelve (12) foot alley and 25 feet wide on said Alley.

Said premises are conveyed subject to a Right of Way Agreement between George E. Gifford and Ann Gifford his wife, and United Natural Gas Company dated December 2, 1955, and recorded at Clearfield in Miscellaneous Book 100 page 255. Said premises are also conveyed subject to the same restrictions appearing in the conveyances to the predecessors in title of the former Grantors.

BEING the same premises which became vested in Raymond J. Sekula by Deed of Gail M. Heffner, widow, dated June 25, 1997, and recorded on November 26, 1997, in Clearfield County Deed Book 1890 page 399.

AND the said grantor will **SPECIALLY WARRANT AND FOREVER**
DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand
and seal the day and year first above written.

Sealed and delivered in the presence of

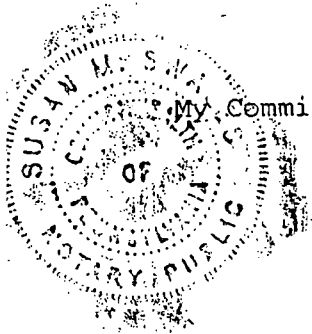
Susan M. Swales

Raymond J. Sekula (SEAL)
Raymond J. Sekula

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CLEARFIELD :

On this, the 31st day of January, 2003, before me, a Notary
Public, the undersigned officer, personally appeared **RAYMOND J.**
SEKULA, single, known to me (or satisfactorily proven) to be the
person whose name is subscribed to the within instrument, and
acknowledged that he executed the same for the purpose therein
contained.

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




My Commission Expires:

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

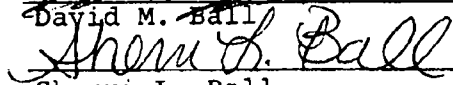
Susan M. Swales
NOTARY PUBLIC

NOTICE

Grantee (hereinafter, whether one or more, called "Grantee") hereby states that he knows that he 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 interests in the coal. (THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1996.)



David M. Ball



Sherri L. Ball

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

CERTIFICATE OF RESIDENCE

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

1 Larissa Court
DuBois, PA 15801



Attorney at Law

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

DAVID BALL and SHERRI BALL,

Plaintiffs,

v.

RAYMOND J. SEKULA,

Defendant.

DEFENDANT'S ANSWER
AND NEW MATTER

No. 03-1415-C.D.

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

FILED

NOV 10 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID BALL and SHERRI BALL,	:	NO. 03-1415-CD
	:	
Plaintiffs,	:	Type of Case: CIVIL
	:	
vs.	:	Type of Pleading:
	:	CERTIFICATE OF SERVICE
RAYMOND J. SEKULA,	:	
	:	Filed on Behalf of: DEFENDANT
Defendant.	:	
	:	Counsel of Record for This Party:
	:	BENJAMIN S. BLAKLEY, III
	:	
	:	Supreme Court No. 26331
	:	BLAKLEY & JONES
	:	90 Beaver Drive, Box 6
	:	DuBois PA 15801
	:	(814) 371-2730

FILED

NOV 13 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

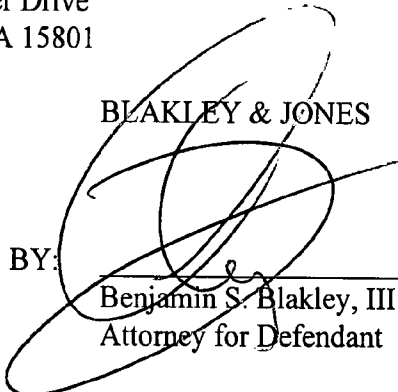
DAVID BALL and SHERRI BALL,	:	NO. 03-1415-CD
	:	
Plaintiffs,	:	
	:	
vs.	:	
	:	
RAYMOND J. SEKULA,	:	
	:	
Defendant.	:	

I, BENJAMIN S. BLAKLEY, III, hereby certify that I have served a true and correct copy of Defendant's Answer and New Matter upon counsel for the Defendant on this 10th day of November, 2003, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Lea Ann Heltzel, Esquire
The Hopkins Law Firm
900 Beaver Drive
DuBois PA 15801

BLAKLEY & JONES

BY:


Benjamin S. Blakley, III
Attorney for Defendant

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

DAVID BALL and SHERRI BALL,

Plaintiffs,

v.

RAYMOND J. SEKULA,

Defendant.

CERTIFICATE OF SERVICE

No. 03-1415-C.D.

FILED
NOV 13 2003
William A Shaw
Prothonotary/Clerk of Courts

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

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

DAVID BALL and SHERRI BALL,
Plaintiffs

vs.

RAYMOND J. SEKULA,
Defendant

No. 03-1415 C.D.

Type of Pleading: Answer to New
Matter

Filed on behalf of: David Ball
and Sherri Ball, 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

NOV 26 2003

018:30/w
William A. Shaw
Prothonotary

NO CERT COPY


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

DAVID BALL and SHERRI BALL,	:	
Plaintiffs	:	
	:	
vs.	:	No. 03-1415 C.D.
	:	
RAYMOND J. SEKULA,	:	
Defendant	:	

ANSWER TO NEW MATTER

AND NOW, comes Plaintiffs David Ball and Sherri Ball, by and through their attorneys, The Hopkins Law Firm, and files the within Answer to New Matter as follows:

13. Plaintiffs repeat each of the allegations sets forth in Plaintiffs' Complaint.

14. Denied. The agreement speaks for itself. By way of further answer, the parties agreed February 12, 2003 would be the closing date.

15. Denied. The closing date was February 12, 2003.

16. Denied. The closing date was February 12, 2003.

17. Denied. The closing date was February 12, 2003.

18. Denied. Defendant executed the settlement statement some time after February 12, 2003 knowing the taxes and rents for the property were prorated to February 12, 2003 as per his agreement.

19. Admitted in part and denied in part. The parties agreed the closing date of the property to be February 12, 2003. Plaintiff admits the deed was recorded on March 7, 2003.

20. Admitted.

21. Denied. Notwithstanding the agreement of January 7, 2003, Plaintiffs and Defendant agreed to make the settlement date February 12, 2003 and the taxes and rents for the property were prorated as of February 12, 2003.

22. Denied. Notwithstanding the agreement of January 7, 2003, Plaintiffs and Defendant agreed to make the settlement date February 12, 2003 and the taxes and rents for the property were prorated as of February 12, 2003.

23. Admitted in part and denied in part. Plaintiffs admit the Defendant collected the rents for the month of March, 2003. All other allegations are denied for the reasons set forth herein. The settlement date was February 12, 2003.

24. Denied. The parties agreed rents and taxes would be prorated as of February 12, 2003.

25. Denied. The parties agreed rents and taxes would be prorated as of February 12, 2003.

26. Denied. The parties agreed rents and taxes would be prorated as of February 12, 2003.

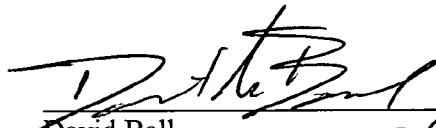
WHEREFORE, Defendant's New Matter should be dismissed with prejudice.

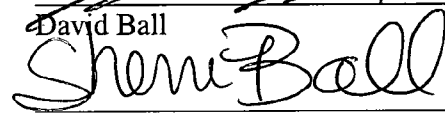
Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiff

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.



David Ball


Sherri Ball

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

DAVID BALL and SHERRI BALL,
Plaintiffs

vs.

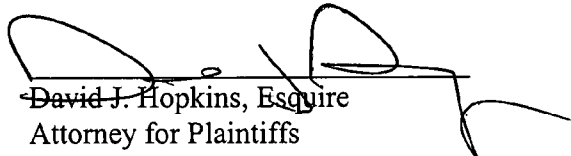
No. 03-1415 C.D.

RAYMOND J. SEKULA,
Defendant

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Plaintiffs' Answer to New Matter, filed on behalf of David Ball and Sherri Ball, was forwarded by first class mail, postage prepaid, on the 25th day of November, 2003, to all counsel of record, addressed as follows:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
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

6X

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

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED July 1, 2004

CASE NUMBER TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME
No. 03-1415 C.D.
Date Complaint () Jury () Non-Jury
Filed: (x) Arbitration 2 days/hours

October 20, 2003
PLAINTIFF(S)

DAVID BALL and SHERRI BALL () Check block if a Minor
DEFENDANT(S) is a Party to the Case

RAYMOND J. SEKULA ()
ADDITIONAL DEFENDANT(S)

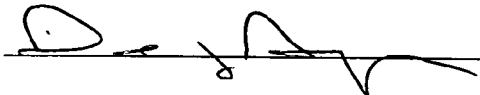
JURY DEMAND FILED BY: DATE JURY DEMAND FILED:

N/A N/A
AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

More than
& N/A () yes (x) no

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:



FOR THE PLAINTIFF

TELEPHONE NUMBER

David J. Hopkins, Esquire

(814) 375-0300

FOR THE DEFENDANT

TELEPHONE NUMBER

Benjamin S. Blakley, III, Esquire

(814) 371-2730

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

FILED Ally
012:56011 Hopkins
JUL 14 2004 pd.
20:00
16 cc
Court of Common Pleas

GA

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

DAVID BALL and SHERRI BALL :

vs. :

RAYMOND J. SEKULA :

: No. 03-1415-CD
:
:

FILED ^{EBK}
5 CC
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SEP 02 2004

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 2 day of September, 2004, it is the ORDER of
the Court that the above-captioned matter is scheduled for Arbitration on
Thursday, October 14, 2004 at 1:00 P.M. The following have been appointed as
Arbitrators:

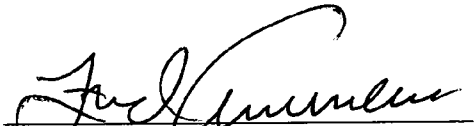
David A. Ammerman, Esquire, Chairman

R. Denning Gearhart, Esquire

Kimberly M. Kubista, 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 is enclosed as well as a
copy of said Local Rule of Court.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

CA

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

DAVID BALL and SHERRI BALL :
 :
 :
 vs. : No. 03-1415-CD
 :
 :
 RAYMOND J. SEKULA :

AMENDED ORDER

NOW, this 14th day of September, 2004, it is the ORDER of
the Court that the above-captioned matter is scheduled for Arbitration on
Thursday, October 14, 2004 at 1:00 P.M. The following have been appointed as
Arbitrators:

R. Denning Gearhart, Esquire, Chairman

Kimberly M. Kubista, Esquire

S. Casey Bowers, 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 is enclosed as well as a
copy of said Local Rule of Court.

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SEP 14 2004
*cc atty Gearhart,
Kubista, Bowers, Blokhay,
D. Ammerman, Hopkins*

BY THE COURT:

Fredric J. Ammerman
FREDRIC J. AMMERMAN
President Judge

V. A. Shaw
Notary

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

DAVID BALL and SHERRI BALL,	:	NO. 03-1415-CD
	:	
Plaintiffs,	:	Type of Case: CIVIL
	:	
vs.	:	Type of Pleading:
	:	CERTIFICATE OF SERVICE
	:	
RAYMOND J. SEKULA,	:	
	:	Filed on Behalf of: DEFENDANT
	:	
Defendant.	:	Counsel of Record for This Party:
	:	BENJAMIN S. BLAKLEY, III
	:	
	:	Supreme Court No. 26331
	:	BLAKLEY & JONES
	:	90 Beaver Drive, Box 6
	:	DuBois PA 15801
	:	(814) 371-2730

FILED ^{EGK}
012:42 PM ^{NO}
OCT 05 2004 ^{CC}
William A. Snow
Prothonotary/Clerk of Courts

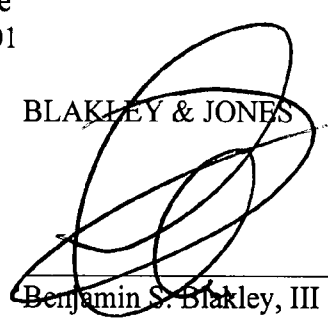
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

DAVID BALL and SHERRI BALL,	:	NO. 03-1415-CD
	:	
Plaintiffs,	:	
	:	
vs.	:	
	:	
RAYMOND J. SEKULA,	:	
	:	
Defendant.	:	

I, BENJAMIN S. BLAKLEY, III, hereby certify that I have served a true and correct copy of Defendant's Pretrial Statement upon counsel for the Defendant on this 4th day of October, 2004, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Lea Ann Heltzel, Esquire
The Hopkins Law Firm
900 Beaver Drive
DuBois PA 15801

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Defendant

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

DAVID BALL and SHERI BALL,

Plaintiffs,

v.

RAYMOND J. SEKULA,

Defendant.

CERTIFICATE OF SERVICE

No. 03-1415-C.D.

FILED

OCT 05 2004

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

GA

Drb 10-14-04-100

HOPKINS HELTZEL LLP

900 Beaver Drive • DuBois, PA 15801

David J. Hopkins

Licensed in PA & NJ
Masters in Taxation

Lea Ann Heltzel

Licensed in PA

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hopkinslaw@adelphia.net

September 16, 2004

Mr. David Meholick
Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Re: David Ball and Sherri Ball vs. Raymond J. Sekula

Dear Mr. Meholick:

Enclosed herewith please find Pre-Trial Statement for the above captioned matter. By copy of this letter, I am forwarding same to opposing counsel and each member of the Arbitration Board.

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

Very truly yours,

David J. Hopkins, bjt

David J. Hopkins
Attorney at Law

DJH/bjt

Enclosure

cc: Benjamin S. Blakley, III, Esquire
David S. Ammerman, Esquire
R. Denning Gearhart, Esquire
Kimberly M. Kubista, Esquire

RECEIVED
OCT 01 2004
COURT ADMINISTRATOR'S
OFFICE

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OCT 01 2004
COURT ADMINISTRATOR'S
OFFICE

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

DAVID BALL and SHERRI BALL,	:	
Plaintiffs	:	
	:	
vs.	:	No. 03-1415 C.D.
	:	
RAYMOND J. SEKULA,	:	
Defendant	:	

PRE-TRIAL STATEMENT

AND NOW, comes Plaintiffs, David Ball and Sherri Ball, by and through their attorneys, Hopkins Heltzel LLP, and files the within Pre-Trial Statement as follows:

I. STATEMENT OF THE FACTS

On January 7, 2003, Plaintiffs and Defendant entered into a contract for Plaintiffs to purchase real property owned by the Defendant located on Maple Avenue in Sandy Township, Clearfield County, Pennsylvania, known as Tax Map No. 128-C4-421-2.1/42. The property consisted of a four (4) unit apartment building and 4 apartments. A photocopy of the Agreement of Sale is attached to Plaintiffs' Complaint as Exhibit "A".

The settlement date was set for February 12, 2003, and at that time, a settlement statement was prepared. Real estate taxes were pro-rated through February 12, 2003. Rent for the month of February received by to Defendant. The settlement sheet credited Plaintiffs for rent for the period February 12, 2003 through February 28, 2003. Both Plaintiffs and Defendant executed the settlement sheet, a photocopy of which is attached to Plaintiffs' Complaint as Exhibit "B". Without cause, Defendant collected rent from three (3) tenants for the month of March, 2003. Defendant collected \$1,375.00 from said

tenants. Defendant has failed to turn over to Plaintiffs the security deposits for the tenants in the apartment building. Said sum totals \$550.00.

The Agreement of Sale obligated Defendant to clear all items of personal property from the apartment building and garage located upon the property by May 31, 2003. Defendant failed to remove said items of personal property from the apartment unit and garage as required by the contract causing Plaintiff to suffer damages as follows:

- a. Replacement keys - \$8.00;
- b. Door knob to garage - \$15.00;
- c. Remove items of personal property - \$500.00;
- d. Garage door opener - \$200.00.

II. CITATION TO APPLICABLE CASE OR STATUTES

None

III. LIST OF WITNESSES

- a. David Ball
1 Larissa Court
DuBois, PA 15801
- b. Sherri Ball
1 Larrisa Court
DuBois, PA 15801
- c. Raymond J. Sekula
812 West Long Avenue
DuBois, PA 15801
- d. Plaintiffs reserve the right to amend this list of witnesses at any time prior to trial upon notice to Defendant. Further, Plaintiffs reserve the right to call any witnesses identified in Defendant's Pre -Trial Statement.

IV. STATEMENT OF DAMAGES

March rents	\$1,375.00
Security deposits	\$ 550.00
Replacement keys	\$ 8.00
Door knob to garage	\$ 15.00
Remove items of personal property	\$ 500.00
Garage door opener	\$ 200.00
District Magistrate Complaint	<u>\$ 84.50</u>

Total Damages	\$2,732.50
---------------	------------

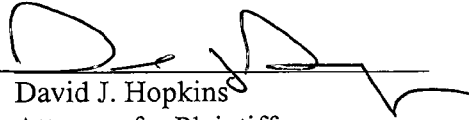
V. LIST OF EXHIBITS

- a. Agreement of Sale;
- b. HUD-1 Settlement Statement; and
- b. Plaintiffs reserve the right to amend this list of exhibits at any time prior to trial upon notice to Defendant. Further, Plaintiffs reserve the right to utilize any exhibit identified in Defendant's Pre-Trial Statement.

VI. ESTIMATED TIME OF ARBITRATION

One half (1/2) day.

Hopkins Heltzel LLP


David J. Hopkins
Attorney for Plaintiffs

David and Sherri Ball

1 Larissa Court
DuBois, Pa. 15801
(814) 371-5475


January 7, 2003

Raymond J. Sekula
812 West Long Avenue
DuBois, PA. 15801

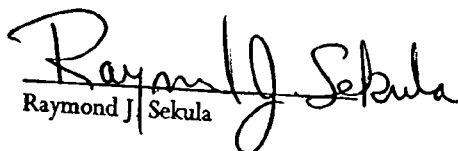
We, David and Sherri Ball, hereinafter referred to as buyers wish to purchase property located on Maple Avenue, DuBois, PA. Owned by Raymond J. Sekula hereinafter referred to as seller. The property address is Rd.3, DuBois, PA. 15801 Map # 128-C4-421-2.1/42. The property consists of a large house apartment building, and a garage. The purchase price of \$130,000 (One hundred and thirty thousand) has been agreed upon from both the seller and the buyers. The buyers must be able to get financing on above named property or this agreement is null and void. The deed must be clear with no incumbrances, liens or back taxes owed.

The buyers and seller agree to split sales tax 1% each. Taxes and utilities will be prorated up to closing date. Approximate close date January 31, 2003. The house and garage are to be cleared of all personal items owned by Raymond J. Sekula by May 31, 2003 excluding appliances, etc already agreed upon that go with property. or will be disposed of at sellers expense.

Buyers


Sherri and David Ball

Owner/seller


Raymond J. Sekula

HUD - 1 UNIFORM SETTLEMENT STATEMENT

OMB Approval No. 2502-0265

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			SETTLEMENT STATEMENT	
B. TYPE OF LOAN			6. File Number:	7. Loan Number:
1. FHA 2. FmHA 3. Conv. Unins. 4. VA 5. X Conv. Ins.			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:		E. NAME, ADDRESS AND TIN OF SELLER:		F. NAME AND ADDRESS OF LENDER:
David M. Ball Sherri L. Ball 1 Larissa Court DuBois, PA 15801		Raymond J. Sekula 812 West Long Avenue DuBois, PA 15801		CSB Bank P.O. Box 29 Curwensville, PA 16833
G. PROPERTY LOCATION:		H. SETTLEMENT AGENT NAME, ADDRESS AND TIN		
Rt. 322, Maple Avenue DuBois, PA 15801		Hopkins Law Firm 900 Beaver Drive, DuBois, PA 15801 25-1728553		
128-C4-421-2.1 & 42		PLACE OF SETTLEMENT		I. SETTLEMENT DATE
		900 Beaver Drive DuBois, PA 15801		02/12/2003

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	130,000.00	401. Contract sales price	130,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	3,626.50	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		408. Assessments	
109.		409.	
110. School Tax 02/12/03-6/30/03	567.13	410. School Tax 02/12/03-6/30/03	567.13
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	134,193.63	420. GROSS AMOUNT DUE TO SELLER	130,567.13
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit	
202. Principal amount of new loan(s)	130,000.00	502. Settlement charges to seller (Line 1400)	4,112.61
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan Gail Heffner	125,287.49
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes 01/01/2003-02/12/2003	23.77	510. City/town taxes 01/01/2003-02/12/2003	23.77
211. County taxes 01/01/2003-02/12/2003	35.13	511. County taxes 01/01/2003-02/12/2003	35.13
212. Assessments		512. Assessments	
213.		513.	
214. Rent 2/12/03-2/28/03	1,108.13	514. Rent & Sec. Deposits (POC)	1,108.13
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	131,167.03	520. TOTAL REDUCTION AMOUNT DUE SELLER	130,567.13
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT FROM/TO SELLER	
301. Gross amount due from borrower (Line 120)	134,193.63	601. Gross amount due to seller (Line 420)	130,567.13
302. Less amount paid by/for borrower (Line 220)	131,167.03	602. Less reduction in amount due seller (Line 520)	130,567.13
303. CASH FROM BORROWER	3,026.60	603. CASH FROM SELLER	

SELLER'S STATEMENT

The information contained in Blocks 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 (see Seller Certification). 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. You are required to provide the Settlement Agent 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)

Raymond J. Sekula

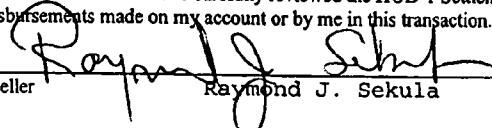
(Seller's Signature)

L. SETTLEMENT CHARGES

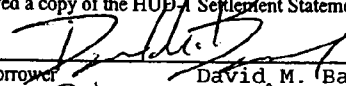
700. TOTAL SALES/BROKER'S COMMISSION based on price \$ 130,000.00 @		
Division of Commission (line 700) as follows:		
701. \$		
702. \$		
703. Commission paid at Settlement		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee \$		
802. Loan Discount \$		
803. Appraisal Fee to		
804. Credit report to		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee to		
807. Assumption Fee		
808. Commitment Fee to CSB Bank (POC \$325.00)		
809. Flood Cert. Fee to CSB Bank	20.00	
810.		
811.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from		
902. Mortgage Insurance Premium for:		
903. Hazard insurance Premium for <u>Accord Insurance - 2/12/04</u>	850.00	
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard insurance		
1002. Mortgage insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual assessments		
1006.		
1007.		
1008. Aggregate Accounting Adjustment		
1100. TITLE CHARGES		
1101. Settlement or closing fee to Hopkins Law Firm	50.00	50.00
1102. Abstract or title search to Rebecca Latimer	126.50	
1103. Title Examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's fees to Hopkins Law Firm/Benjamin Blakley, Esquire (includes line numbers:	200.00	175.00
1108. Title Insurance to Penn Attorneys Title Ins. Co. (includes line numbers: 100, 300, 710	925.00	
1109. Lender's coverage \$ 130000.00		
1110. Owner's coverage \$ 130000.00		
1111.		
1112. Closing Protection Letter to Penn Attorneys	35.00	
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed \$ 35.00 Mortgage \$ 85.00 Release \$	120.00	
1202. City/cnty tax/stamps: Deed \$ Mortgage \$		
1203. State tax/stamps: Deed \$ Mortgage \$		
1204. PA 2% Realty Transfer Tax	1,300.00	1,300.00
1205.		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to		
1303. DuBois City Water Authority		36.99
1304. Sandy Township Sewer Authority		84.75
1305. 2002 Real Estate Taxes		2,158.87
1306. Judgment Satisfaction (Sysco)-Legal & Prothonotary Fees		307.00
1307.		
1308.		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	3,626.50	4,112.61

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I received a copy of the HUD-1 Settlement Statement.

Seller

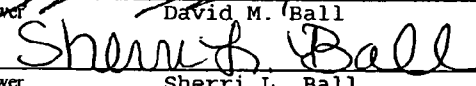

Raymond J. Sekula

Borrower


David M. Ball

Seller

Borrower


Sherri L. Ball

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds disbursed or to be disbursed by the undersigned as part of the settlement of this transaction.

02/12/2003

Settlement Agent David J. Hopkins, Esquire

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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

DAVID BALL and SHERRI BALL,
Plaintiffs

vs.

No. 03-1415 C.D.

RAYMOND J. SEKULA,
Defendant

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Pre-Trial Statement, filed on behalf of Plaintiffs, David Ball and Sherri Ball, was forwarded on the 1st day of October, 2004, by U.S. Mail, postage prepaid, to:

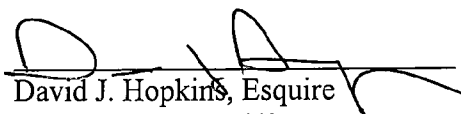
Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

David S. Ammerman, Esquire
Ammerman & Ammerman
310 E. Cherry Street
Clearfield, PA 16830

R. Denning Gearhart, Esquire
215 E. Locust Street
Clearfield, PA 16830

Kimberly M. Kubista, Esquire
Belin & Kubista
P.O. Box 1
Clearfield, PA 16830

Hopkins Heltzel LLP


David J. Hopkins, Esquire
Attorney for Plaintiffs

HOPKINS HELTZEL LLP

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

Arb 10-14-04

LAW OFFICES OF
BLAKLEY & JONES
90 Beaver Drive, Box 6
Du Bois, Pennsylvania 15801

October 4, 2004

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

Benjamin S. Blakley, III

Ms. Marcy Kelley
Deputy Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Ball v. Sekula
No. 03-1415-C.D.

Dear Marcy:

Enclosed please find Defendant's Pretrial Memorandum, along with a Certificate of Service for the same, in the above-referenced matter. A copy of the each has been forwarded this date to Plaintiffs' attorney and each member of the Arbitration Board.

Very truly yours,

BLAKLEY & JONES

Benjamin S. Blakley, III

BSB:glb

Enclosure

cc: R. Denning Gearhart, Esquire (w/enclosure)
Kimberly M. Kubista, Esquire (w/enclosure)
S. Casey Bowers, Esquire (w/enclosure)
Raymond Sekula (w/enclosure)

RECEIVED

OCT 05 2004

COURT ADMINISTRATOR'S
OFFICE



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

DAVID BALL and SHERRI BALL,	:	NO. 03-1415-CD
	:	
Plaintiffs,	:	Type of Case: CIVIL
	:	
vs.	:	Type of Pleading:
	:	DEFENDANT'S PRETRIAL STATEMENT
RAYMOND J. SEKULA,	:	
	:	Filed on Behalf of: DEFENDANT
Defendant.	:	
	:	Counsel of Record for This Party:
	:	BENJAMIN S. BLAKLEY, III
	:	
	:	Supreme Court No. 26331
	:	BLAKLEY & JONES
	:	90 Beaver Drive, Box 6
	:	DuBois PA 15801
	:	(814) 371-2730

RECEIVED

OCT 05 2004

COURT ADMINISTRATOR'S
OFFICE

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

DAVID BALL and SHERRI BALL,	:	NO. 03-1415-CD
	:	
Plaintiffs,	:	
	:	
vs.	:	
	:	
RAYMOND J. SEKULA,	:	
	:	
Defendant.	:	

DEFENDANT'S PRETRIAL STATEMENT

AND NOW comes Defendant, **RAYMOND J. SEKULA**, by and through his undersigned attorneys, **BLAKLEY & JONES**, and files the within pretrial statement, and in support thereof, avers the following:

I. STATEMENT OF THE CASE

Defendant, **RAYMOND J. SEKULA**, was the owner of rental property located at RD 3, DuBois, Pennsylvania (Oklahoma Section), on January 3, 2003. On the aforesaid date, the Defendant and the Plaintiffs, **DAVID M. BALL and SHERRI BALL**, entered into an Agreement of Sale, whereby the Plaintiffs agreed to purchase the subject property from the Defendant for \$130,000.00, subject to the buyers obtaining financing, with the approximate closing date being January 31, 2003. At the time of the execution of the Agreement of Sale, the Defendant's property was subject to a mortgage held by Gail Heffner, which was taken for the purchase of the real property, with the same to be satisfied from the proceeds of the sale of the

real property. Also, at the time of the Agreement of Sale, the Defendant was in default of the said mortgage, which had caused Gail Heffner to commence foreclosure proceedings against the Defendant. The parties originally agreed to close the aforesaid transaction on February 12, 2003, but because of the ongoing dispute between the Defendant and the mortgage holder, the closing of the transaction did not occur until March 7, 2003, when the Plaintiffs recorded the deed between the Defendant and themselves, with the proceeds of the sale being distributed by the Plaintiffs' attorney on or about March 13, 2003.

As the Defendant continued to have ownership of the real property, the Defendant was entitled to collect rents from tenants in the subject property until the date of closing. As the closing on the property did not occur until March 7, 2003, the Defendant collected rents from tenants in the demised premises for the month of March in the amount of \$13,075.00. In spite of the extension of the settlement date, at the time of settlement, the Plaintiffs prorated rents for the subject property using the original settlement date of February 12, 2003, and not the closing date of March 7, 2003. Further, at the time of closing, the Defendant, through his attorney, did offer to deliver keys to the subject property to the Plaintiffs' attorney, but was not contacted by the Plaintiffs' attorney to arrange for the same. Further, the Defendant did deliver to the Plaintiff one garage door opener for use in the subject property. Lastly, the original Agreement of Sale called for the Defendant to remove his personal property no later than May 31, 2003. The Defendant did, in fact, remove his personal property by the aforesaid date, and the only personal property

left in the subject property was the personal property of tenants and personal property belonging to the former owner of the property. In order to receive some credit for the rents improperly prorated at the time of settlement, the Defendant retained security deposits for the tenants in the subject building in the amount of \$550.00. The Plaintiffs seek the cost for replacement keys, costs incurred in removing personal property not belonging to the Defendant and for replacement of a garage door opener, when the Plaintiffs had already received the only garage door opener to the property. Further, the Plaintiffs improperly seek rents from the Defendant for the period of time in which the Defendant owned the subject property prior to settlement and for security deposits retained by the Defendant. The Defendant has sought credit for the amounts improperly distributed by the Plaintiffs at the time of settlement.

II. CITATION OF APPLICABLE STATUTES AND/OR CASES

This matter is based upon the facts unique to this case, with no unique case law or statutory law applicable.

III. WITNESSES

The following may be called as witnesses on behalf of the Defendant:

1. Raymond J. Sekula, 812 West Long Avenue, DuBois, Pennsylvania, 15801.
2. David Ball and Sherri Ball, 1 Larissa Court, DuBois, Pennsylvania, 15801.

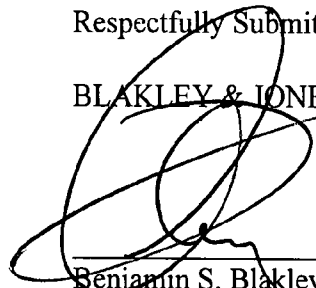
3. Plaintiff reserves the right to call additional witnesses with adequate notice given to the Plaintiffs and the Court.

IV. STATEMENT OF DAMAGES AND COSTS

Copies of those bills which Defendant intends to offer: None.

Respectfully Submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Defendant

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

DAVID BALL and SHERRI BALL,
Plaintiffs,

v.

RAYMOND J. SEKULA,
Defendant.

DEFENDANT'S PRETRIAL STATEMENT

No. 03-1415-C.D.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

David Ball
Sherri Ball

vs.

Raymond J. Sekula


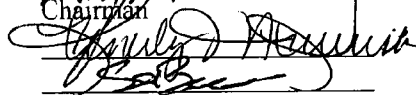

No. 2003-01415-CD

OATH OR AFFIRMATION OF ARBITRATORS

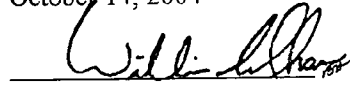
Now, this 14th day of October, 2004, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

R. Denning Gearhart, Esquire

Kimberly M. Kubista, Esquire
S. Casey Bowers, Esquire


Chairman



Sworn to and subscribed before me this
October 14, 2004


Prothonotary

AWARD OF ARBITRATORS

Now, this 14 day of Oct, 2004, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

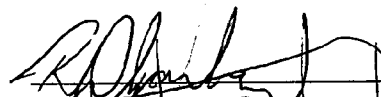
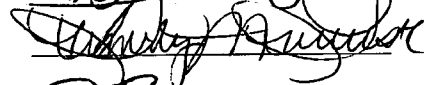
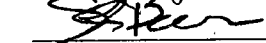
FILED

0 3:52 PM

OCT 14 2004

Jdgmt for PIF in amt. of 2032.50 ~~2092.50~~ ^{see}

William A. Shaw
Prothonotary


Chairman



(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 14 day of October, 2004, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT


Prothonotary
By _____

David Ball
Sherri Ball

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2003-01415-CD

Raymond J. Sekula

NOTICE OF AWARD

TO: RAYMOND J. SEKULA

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 14, 2004 and have awarded:

Judgment for Plaintiff in amount of \$2,032.50

William A. Shaw

Prothonotary

By _____

October 14, 2004

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

David Ball
Sherri Ball

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2003-01415-CD

Raymond J. Sekula

NOTICE OF AWARD

TO: DAVID BALL

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 14, 2004 and have awarded:

Judgment for Plaintiff in amount of \$2,032.50

William A. Shaw

Prothonotary

By _____

October 14, 2004

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

David Ball
Sherri Ball

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2003-01415-CD

Raymond J. Sekula

NOTICE OF AWARD

TO: SHERRI BALL

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 14, 2004 and have awarded:

Judgment for Plaintiff in amount of \$2,032.50

William A. Shaw
Prothonotary
By _____

October 14, 2004
Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

David Ball
Sherri Ball

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2003-01415-CD

Raymond J. Sekula



NOTICE OF AWARD

TO: BENJAMIN S. BLAKLEY III

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 14, 2004 and have awarded:

Judgment for Plaintiff in amount of \$2,032.50

William A. Shaw

Prothonotary

By _____

October 14, 2004

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

David Ball
Sherri Ball

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2003-01415-CD

Raymond J. Sekula

NOTICE OF AWARD

TO: DAVID J. HOPKINS

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 14, 2004 and have awarded:

Judgment for Plaintiff in amount of \$2,032.50

William A. Shaw

Prothonotary

By _____

October 14, 2004

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

David Ball
Sherri Ball

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2003-01415-CD

Raymond J. Sekula

NOTICE OF AWARD

TO: Copies to: Raymond J. Sekula (Defendant), 812 West Long Ave., DuBois, PA, 15801, David Ball (Plaintiff), 1 Larissa Court, DuBois, PA, 15801, Sherri Ball (Plaintiff), 1 Larissa Court, DuBois, PA, 15801, Benjamin S. Blakley III (Defense Attorney), David J. Hopkins (Plaintiff Attorney), David J. Hopkins (Plaintiff Attorney)

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 14, 2004 and have awarded:

Judgment for Plaintiff in amount of \$2,032.50

William A. Shaw

Prothonotary

By _____

October 14, 2004

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

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

DAVID BALL and SHERRI BALL,
Plaintiffs

vs.

RAYMOND J. SEKULA,
Defendant


:
:
:
:
:
:
:

No. 03-1415 C.D.

PRAECIPE TO ENTER ARBITRATION AWARD AS JUDGMENT

TO THE PROTHONOTARY:

Please enter Judgment in favor of Plaintiffs, David Ball and Sherri Ball, and against Defendant, Raymond J. Sekula, in the amount of \$2,032.50 resulting from Notice of Award dated October 14, 2004.


David J. Hopkins, Esquire
Attorney for Plaintiffs

FILED

NOV 24 2004

0/11:30/uz
William A. Shaw
Prothonotary

1 SENT TO ATT.
NOTICE TO DEF.
STATEMENT TO ATT.

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

DAVID BALL and SHERRI BALL,
Plaintiffs

vs.

RAYMOND J. SEKULA,
Defendant

:
:
:
:
:
:
:

No. 03-1415 C.D.

JUDGMENT NOTICE

TO: Raymond J. Sekula
812 West Long Avenue
DuBois, PA 15801

Notice is given that a Judgment in the above captioned matter has been entered
against you in the amount of \$2,032.50. Nov. 24, 2004

Prothonotary

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

David Ball
Sherri Ball
Plaintiff(s)

No.: 2003-01415-CD

Real Debt: \$2,032.50

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Raymond J. Sekula
Defendant(s)

Entry: \$20.00

Instrument: Arbitration Judgment

Date of Entry: November 24, 2004

Expires: November 24, 2009

Certified from the record this November 24, 2004

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

DAVID BALL and SHERRI BALL

Plaintiffs,

vs.

RAYMOND J. SEKULA,

Defendant.

NO. 2003 - 01415 - C.D.

TYPE OF CASE: CIVIL

TYPE OF PLEADING: PRAECIPE
FOR WRIT OF EXECUTION

FILED ON BEHALF OF: PLAINTIFFS

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

25 EAST PARK AVENUE, SUITE 6
DUBOIS, PA 15801
(814) 375-1044

FILED
10/10/2003
Atty pd. 20.00
ICC file writs
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
(6K)

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

DAVID BALL and SHERRI BALL

Plaintiffs,

vs.

RAYMOND SEKULA

Defendant.

NO. 2003 - 01415 - C.D.

PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, SR., PROTHONOTARY:

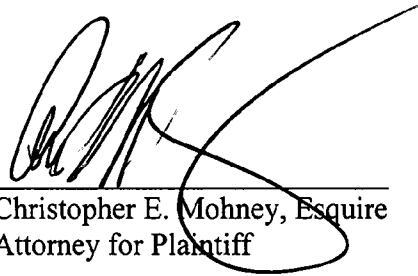
Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendant in the above captioned matter; and
3. Enter this Writ in the Judgment Index against the Defendant.
4. Amount due: \$2,032.50
5. Costs: (to be added) \$ _____

Total: \$2,032.50

Prothonotary costs 145.00

By:


Christopher E. Mohney, Esquire
Attorney for Plaintiff

COPY

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

DAVID BALL and SHERRI BALL,

Plaintiffs,

vs.

RAYMOND J. SEKULA,

Defendant.

NO. 2003 - 01415 - C.D.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against RAYMOND J. SEKULA, Defendant:

(1) you are directed to levy upon and sell the following described property: The personal property of RAYMOND J. SEKULA, Defendant, located at 812 West Long Avenue, City of DuBois, Clearfield County, Pennsylvania 15801.


Amount due: \$ 2,032.50

Costs (to be added): \$ _____

Total: \$ 2,032.50

Prothonotary costs 145.00

By:


William A. Shaw, Sr., Prothonotary

DATE: April 3, 2008

If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

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

DAVID BALL and SHERRI BALL,	:	NO. 2003 - 01415 - C.D.
	:	
	:	TYPE OF CASE: CIVIL
Plaintiffs,	:	
	:	TYPE OF PLEADING:
vs.	:	WRIT OF EXECUTION
	:	
RAYMOND J. SEKULA,	:	FILED ON BEHALF OF: PLAINTIFFS
	:	
Defendant.	:	COUNSEL OF RECORD:
	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	25 EAST PARK AVENUE, SUITE 6
	:	DUBOIS, PA 15801
	:	(814) 375-1044

DANIEL J. NELSON, COURT ADMINISTRATOR
230 EAST MARKET STREET
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641, EXT. 5982

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA
AND FEDERAL LAW**

1. \$300 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

(a) my \$300 statutory exemption: ____ in cash; ____ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$ _____;

(c) other (specify amount and basis of exemption): _____

I request a prompt Court hearing to determine the exemption. Notice of the hearing should be given to me at _____.

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: _____

Raymond J. Sekula, Defendant

THIS CLAIM TO BE FILED WITH THE
OFFICE OF THE SHERIFF OF
CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20756
NO: 03-1415-CD

PLAINTIFF: DAVID BALL AND SHERRI BALL
vs.
DEFENDANT: RAYMOND J. SEKULA

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 4/3/2008

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 5/28/2008

FILED
02:01 PM
MAY 28 2008
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

4/21/2008 @ 11:33 AM SERVED RAYMOND J. SEKULA

SERVED RAYMOND J. SEKULA, DEFENDANT, AT HIS RESIDENCE 812 WEST LONG AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RAYMOND SEKULA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION.

@ SERVED

NOW, MAY 20, 2008 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY DISCONTINUING THE PERSONAL PROPERTY LEVY AND REQUESTING THE WRIT OF EXECUTION BE RETURNED AS "NOT SATISFIED".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20756
NO: 03-1415-CD

PLAINTIFF: DAVID BALL AND SHERRI BALL

vs.

DEFENDANT: RAYMOND J. SEKULA

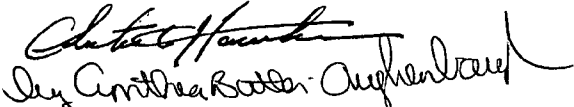
Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$73.02

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

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

DAVID BALL and SHERRI BALL,	:	NO. 2003 - 01415 - C.D.
	:	
	:	TYPE OF CASE: CIVIL
Plaintiffs,	:	
	:	TYPE OF PLEADING:
vs.	:	WRIT OF EXECUTION
	:	
RAYMOND J. SEKULA,	:	FILED ON BEHALF OF: PLAINTIFFS
	:	
Defendant.	:	COUNSEL OF RECORD:
	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	25 EAST PARK AVENUE, SUITE 6
	:	DUBOIS, PA 15801
	:	(814) 375-1044

DANIEL J. NELSON, COURT ADMINISTRATOR
230 EAST MARKET STREET
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641, EXT. 5982

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA
AND FEDERAL LAW**

1. \$300 statutory exemption.
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4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

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

DAVID and SHERRI BALL

Plaintiffs,

vs.

RAYMOND J. SEKULA,

Defendant.

:
:
:
:
:
:
:
:
:
:
:

NO. 2003 - 01415 - C.D.

CLAIM FOR EXEMPTION

TO: THE SHERIFF OF CLEARFIELD COUNTY:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be:

1 ____ (i) set aside in kind (specify property to be set aside in kind):

1 ____ (ii) paid in cash following the sale of property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption: ____ in cash; ____ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$_____;

(c) other (specify amount and basis of exemption): _____

I request a prompt Court hearing to determine the exemption. Notice of the hearing should be given to me at _____.

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: _____

Raymond J. Sekula, Defendant

THIS CLAIM TO BE FILED WITH THE
OFFICE OF THE SHERIFF OF
CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME RAYMOND J. SEKULA

NO. 03-1415-CD

NOW, May 28, 2008, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Raymond J. Sekula to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	9.00
SERVICE	9.00
MILEAGE	19.19
LEVY	
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.64
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	19.19
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$73.02

DEBT-AMOUNT DUE	2,032.50
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$2,270.52

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	73.02
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$218.02
TOTAL COSTS	\$2,270.52

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

25 EAST PARK AVENUE

SUITE 6

DuBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

May 19, 2008

Sheriff's Office
Clearfield County Courthouse
1 N. Second Street, Suite 116
Clearfield, PA 16830

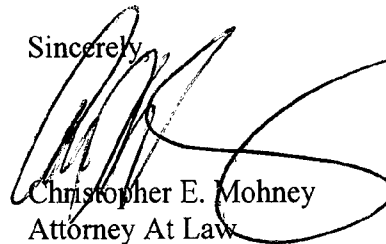
Attention: Cindy Aughenbaugh

RE: David Ball and Sherri Ball vs. Raymond J. Sekula
No. 2003-1415-CD

Dear Cindy:

Please discontinue the personal property levy in the above-captioned action. Please return the Writ of Execution as being "not satisfied". Please refund to me all unused costs advanced.

Sincerely,



Christopher E. Mohney
Attorney At Law

CEM: naf

Copy to: Mr. and Mrs. David Ball

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DAVID BALL and SHERRI BALL,	:	NO. 2003 – 01415 – C.D.
	:	
Plaintiffs,	:	TYPE OF CASE: CIVIL
	:	
vs.	:	TYPE OF PLEADING: SATISFACTION
	:	OF JUDGMENT
RAYMOND J. SEKULA,	:	
	:	FILED ON BEHALF OF: PLAINTIFFS
Defendant.	:	
	:	COUNSEL OF RECORD:
	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	25 EAST PARK AVENUE, SUITE 6
	:	DUBOIS, PA 15801
	:	(814) 375-1044

FILED

APR 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

2 Cert. of
Sat. to
Atty

(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DAVID BALL and SHERRI BALL, :

Plaintiffs, :

vs. :

NO. 2003 – 01415 – C.D. :

RAYMOND J. SEKULA, :

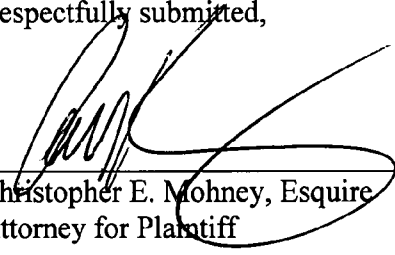
Defendant. :

SATISFACTION OF JUDGMENT

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Upon payment of your costs only, kindly mark judgment in favor of David Ball
and Sherri Ball and against Defendant Raymond J. Sekula, satisfied.

Respectfully submitted,



Christopher E. Mohnhey, Esquire
Attorney for Plaintiff

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

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2003-01415-CD

David Ball
Sherri Ball

Vs.

Raymond J. Sekula

Debt: \$2,032.50

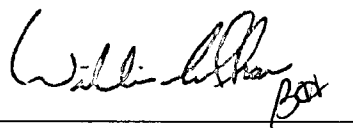
Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Wednesday, April 08, 2009, 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 April, A.D. 2009.


Prothonotary