

03-1830
LEMAN WRIGGINS, et al.

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

LEMAN WRIGHT and DOROTHY
WRIGHT, husband and wife,
Plaintiffs,

vs.

RICHARD KERSTETTER and
MICHELLE KERSTETTER,
husband and wife,
Defendants.

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* No. 03 - 1858 - CD

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* Type of Pleading:

* **COMPLAINT**

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* Filed on behalf of:
* Plaintiffs

*

* Counsel of Record for
* this party:

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*

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

*

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

FILED

DEC 19 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

LEMAN WRIGHT and DOROTHY *
WRIGHT, husband and wife, *
Plaintiffs, *
*
* vs. * No. 03 - - CD
*
RICHARD KERSTETTER and *
MICHELLE KERSTETTER, *
husband and wife, *
Defendants. *

NOTICE

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

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

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

(814) 765-2641, ext. 5982

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

LEMAN WRIGHT and DOROTHY *
WRIGHT, husband and wife, *
Plaintiffs, *
*
vs. * No. 03 - - CD
*
RICHARD KERSTETTER and *
MICHELLE KERSTETTER, *
husband and wife, *
Defendants. *

COMPLAINT IN EJECTMENT

NOW COMES the Plaintiffs, LEMAN WRIGHT and DOROTHY WRIGHT, and by their attorney, James A. Naddeo, Esquire, set forth the following:

1. That the Plaintiffs are Leman Wright and Dorothy Wright, husband and wife, who reside at 101 Tignor Court, Seaford, Virginia 23696.
2. That the Defendants are Richard Kerstetter and Michelle Kerstetter, husband and wife, who reside at 545 Treasure Lake, DuBois, Pennsylvania 15801.

COUNT I - EJECTMENT

3. That at all times referred to herein, Plaintiffs are the owners of a piece or parcel of ground known as Section 1, Lot 199, Treasure Lake, Sandy Township, Clearfield County,

Pennsylvania, upon which there is constructed a residential dwelling.

4. That on or about April 8, 2003, Plaintiffs entered into a Residential Lease with the Defendants for the premises described in Paragraph 3 hereof. A copy of said Lease is attached hereto as Exhibit "A".

5. That Defendants took possession of the premises subject to the Lease attached hereto as Exhibit "A" on April 15, 2003.

6. That Defendants have failed to pay rent in the amount of \$700.00 per month as required by the terms of the parties Lease from September 2003 up to and including the date of this Complaint.

7. That Plaintiffs caused a Notice to Quit in the form attached hereto as Exhibit "B" to be personally served upon Defendants as appears from the Affidavit attached hereto as Exhibit "C".

8. That the Notice to Quit attached hereto as Exhibit "B" was served upon Defendants on October 26, 2003.

9. That Defendants have failed to remove themselves from the premises despite Plaintiffs' demand that they do so.

WHEREFORE, Plaintiffs request that Defendants be ejected from their property.

COUNT II - RENT

10. Plaintiffs incorporate Paragraphs 1 through 9 of this Complaint by reference and make them a part hereof.

11. That the Lease attached hereto as Exhibit "A" requires a monthly rental payment of \$700.00 per month commencing on April 15, 2003.

12. That the Lease attached hereto as Exhibit "A" provides for a late charge of \$50.00 if rent is more than five days late.

13. That Defendants paid the sum of \$700.00 to Plaintiffs for the months of April, May, June, July and August 2003.

14. That Defendants have failed to pay to Plaintiffs rent in the amount of \$700.00 per month for the months of September, October, November and December 2003, leaving a balance due and owing to Plaintiffs in the amount of Two Thousand Eight Hundred (\$2,800.00) Dollars.

15. That in addition to the monthly rent, Defendants have failed to pay late charges in the amount of \$50.00 per month for the months of September, October, November and December 2003 resulting in late charges due to Plaintiffs in the total amount of Two Hundred (\$200.00) Dollars.

WHEREFORE, Plaintiffs request judgment against Defendants in the amount of Three Thousand (\$3,000.00) Dollars with interest as allowable by law.

James A. Naddeo

James A. Naddeo, Esquire
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

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

Leman Wright & Dorothy Wright
Leman Wright & DOROTHY WRIGHT

SWORN and SUBSCRIBED before me this 15 day of December, 2003.

Linda C. Spinkow

JW

LR

RESIDENTIAL LEASE

This form recommended for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR).

PA LICENSED BROKER

LISTING BROKER (Company) RE/MAX REALTY ADVISORS

n/a

ADDRESS 21 E PARK AVE PO BOX B

DUBOIS, PA 15801

PH 814-375-4588 FAX 814-375-8607

DESIGNATED AGENT FOR LANDLORD (if applicable)

n/a

PA LICENSED BROKER

LEASING BROKER (Company) RE/MAX REALTY ADVISORS

n/a

ADDRESS 21 E PARK AVE PO BOX B

DUBOIS, PA 15801

PH 814-375-4588 FAX 814-375-8607

DESIGNATED AGENT FOR TENANT (if applicable)

n/a

1. This LEASE, dated n/a is between

RICHARD KERSTETTER
MICHELLE KERSTETTER

called "Tenant", and

LEMANN WRIGHT
DOROTHY WRIGHT

called "Landlord."

2. PROPERTY

Landlord agrees to rent to Tenant the following Property:

SECTION 1 LOT 199 TREASURE LAKE

DUBOIS, PA 15801

3. STARTING AND ENDING DATES OF LEASE (also called "Term")

A. Starting Date: This Lease starts on 04/15/03, 2003, at 12 Noon.

B. Ending Date: This Lease ends on 04/15/04, at 12 Noon.

4. RENEWAL TERM

This Lease will automatically renew for a term of MONTH TO MONTH at the Ending Date unless:

A. Tenant gives Landlord 30 days' written notice before Ending Date or before the end of any Renewal Term,
OR

B. Landlord gives Tenant 30 days' written notice before Ending Date or before the end of any Renewal Term.

C. For Month-to-Month Leases Only: Either Landlord or Tenant may end a month-to-month Lease by giving 30 days' written notice on or before the day the next rent is due.

5. RENT

A. The total amount of rent due over the term of this Lease is

\$ 8,400.00

B. The total rent due each month is

\$ 700

C. Rent is due on or before the 15TH day of the month.

\$ 50.00

D. Tenant pays a late charge of

if rent is more than 5 days late.

E. Tenant makes payments to: HOME OWNER

Address n/a

6. BEFORE MOVING IN, TENANT PAYS

A. Part of a month's rent if Tenant takes possession before first regular due date

Paid Due
\$ n/a \$ n/a

B. First month's rent

\$ n/a \$ 700.00

C. Other: PET DEPOSIT

\$ n/a \$ 300.00

D. Security Deposit, on deposit at: OWNER HELD

\$ n/a \$ n/a

PREPARED BY AGENT: Judy & Walter, Broker

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Tenant(s) JW WLandlord(s) JW

n/a	(name of bank)	\$	n/a	\$	700.00
Total rent and security deposit received to date		\$	n/a	\$	1,700
Total amount due before Tenant moves in					

7. USE OF PROPERTY

A. Tenant will use Property as a residence or n/a
 B. Not more than n/a people will live on property.

8. UTILITIES AND SERVICES

A. Landlord will pay for

- Cold water
- Gas
- Electricity
- Heater maintenance contract
- Hot water
- Heat
- Snow removal
- Sewage costs and maintenance

- Trash removal
- Lawn and shrubbery care
- Water costs over yearly charge
- Other PROPERTY OWNERS ASSOCIATION FEE

B. Tenant will pay for

- Cold water
- Gas
- Electricity
- Heater maintenance contract
- Hot water
- Heat
- Snow removal
- Sewage costs and maintenance

- Trash removal
- Lawn and shrubbery care
- Water costs over yearly charge
- Other OIL, CABLE, TELEPHONE

9. SPECIAL INSTRUCTIONS

The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

OIL TANKS TO BE FILLED TERMINATION OF LEASE.

10. CONDITION OF PROPERTY

Tenant understands that Landlord will make no repairs, additions, or changes to the property except as follows:
 n/a

11. IF PROPERTY WAS BUILT BEFORE 1978

Lead Hazards Disclosure Requirements

The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the tenant an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The Landlord also must tell Tenant and the Broker for Landlord what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Landlord must tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Landlord of a pre-1978 structure must also give the Tenant any records and reports that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. It is also required that the EPA pamphlet be given to tenants before the landlord starts any major renovations on a pre-1978 structure. The Act does not apply to housing built in 1978 or later.

Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

A. Landlord initial one:

Landlord does not know of any lead-based paint or lead-based paint hazards (dangers) on the Property;

OR

Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the Property.

Landlord must explain what Landlord knows about the lead-based paint and hazards, including how Landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give Tenant any other information Landlord has about the lead-based paint and lead-based paint hazards.

n/a

B. Landlord initial one:

Landlord has no reports or records about lead-based paint or lead-based paint hazards on the Property;

OR

Landlord has given Tenant all available records and reports about lead-based paint or lead-based paint hazards

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Tenant(s) JW WJM

Landlord(s) JW

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on the Property. List records and reports: n/a

C. Tenant initial all that are true:

- Tenant received the pamphlet *Protect Your Family From Lead in Your Home*.
- Tenant read the information Landlord gave in paragraph 11 (A) and (B) above.
- Tenant received all records and reports that Landlord listed in paragraph 11 (B) above.
- D. Landlord and Tenant certify, by signing this Lease, that the information given is true to the best of their knowledge.

12. RULES AND REGULATIONS

- A. Rules for use of the Property are attached. Yes No
- B. Tenant promises to obey the Rules.
- C. Landlord cannot change the Rules unless the change benefits the Tenant or improves the health, safety, or welfare of others.

13. TENANT'S CARE OF PROPERTY

Tenant, Tenant's family and guests agree to obey all laws and Rules that apply to Tenant.

A. Tenant will:

- (1) Keep the Property clean and safe.
- (2) Get rid of all trash, garbage and any other waste materials as required by Landlord and the law.
- (3) Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the Property, including any elevators.
- (4) Tell Landlord immediately of any repairs needed. Landlord does not have to repair any damage caused by Tenant's willful, careless, or unreasonable behavior.

B. Tenant will not:

- (1) Keep any flammable materials on the Property.
- (2) Willfully destroy or deface any part of the Property.
- (3) Disturb the peace and quiet of other tenants.
- (4) Make changes to the property, such as painting or remodeling, without the written permission of Landlord.

Tenant understands that any changes or improvements will belong to the Landlord.

C. Repairs by Tenant: Tenant will pay to repair any item in or on the Property that costs less than \$ n/a.

Tenant also will pay to repair any damage to the Property or to any item in or on the Property that Tenant or Tenant's guests cause through a lack of care.

14. LANDLORD WILL MAINTAIN PROPERTY

A. Landlord will keep the Property and common areas in reasonable condition and as required by law.

B. Landlord will keep all the structural parts of the Property in good working order, including:

Ceilings	Roof	Floors	Walls
Steps	Porches	Windows	Doors

C. Landlord will keep all systems, services, facilities, or appliances supplied by Landlord in safe and good working order, including:

Air conditioning	Sanitary	Electrical	Ventilation	Drainage
Security	Heating	Water heating	Plumbing	

D. Landlord will keep Property reasonably free of pests, rodents and insects. This does not apply if Property is a single-family dwelling.

E. Landlord will supply utilities and services as listed in paragraph 8 (Utilities and Services) of this Lease, unless the service is interrupted by circumstances beyond the Landlord's control.

F. Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant

- (1) complains to a government agency or to Landlord about a building or housing code violation.
- (2) organizes or joins a Tenant's organization.
- (3) uses Tenant's legal rights in a lawful manner.

15. LANDLORD'S RIGHT TO ENTER

A. Tenant agrees to let Landlord or Landlord's representatives enter the Property at reasonable hours to inspect, repair, or show the Property to prospective buyers.

B. Landlord will give Tenant 24 hours' notice of date, time, and reason for the visit. In cases of emergency, Landlord may enter Property without notice. If Tenant is not there, Landlord will tell Tenant who was there and why within 24 hours of the visit.

16. SECURITY DEPOSIT

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Tenant(s) JL WMC

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Landlord(s) WMC Page 2 of 7

- A. Landlord cannot make Tenant pay a security deposit of more than two-month's rent the first year, and one-month's rent after the first year. After five years, the security deposit cannot be raised, even if the rent is raised.
- B. If the security deposit is more than \$100, Landlord must keep it in a special bank account (escrow account) and give Tenant the name and address of the bank.
- C. After the second year (if Tenant continues to live on Property), Landlord must keep the security deposit in an escrow account that earns interest. Landlord may keep 1 percent of the security deposit each year as an administrative fee. Landlord must pay Tenant the balance of the interest once a year.
- D. Landlord can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are Tenant's responsibility.
- E. When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's mailing address where Landlord can return the security deposit.
- F. Landlord will prepare a list of charges for damages and unpaid rents. Landlord may deduct these charges from the security deposit. Landlord must return security deposit and interest (minus any charges to Tenant) within 30 days.

17. POSSESSION

- A. Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
- B. If Tenant cannot move in because previous tenant is still there or because of property damage, Tenant can
 - (1) change the starting date of the Lease to the day when Property is available. Tenant will not owe rent until Property is available; OR
 - (2) end the Lease and have all money already paid as rent or security deposit returned.

18. RENT INCREASES

- A. If the Lease is for a term of more than one year, Tenant agrees to pay Tenant's share of any increase in real estate taxes and water and sewer charges.
- B. If Tenant's actions cause an increase in property insurance, Tenant will pay the amount of the increase.

19. NO PETS

Tenant will not keep any pets on any part of the Property without Landlord's written permission. *Pet Lease Included*

20. SMOKE DETECTORS

- A. Tenant will maintain and test (monthly) any smoke detectors on the Property.
- B. Tenant will notify Landlord or Broker for Landlord of any broken smoke detector(s).
- C. Tenant will pay for any damage to Property if Tenant fails to maintain smoke detectors.

21. FIRE OR OTHER DAMAGE

- A. If the Property is accidentally damaged (fire, flood, etc.):
 - (1) Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damages are repaired; if the law does not allow Tenant to live on the Property, then this Lease is ended; OR
 - (2) If it is not possible for Tenant to live on the Property, Tenant must notify Landlord immediately that Lease is ended and move out within 24 hours.
- B. If Lease is ended, Landlord will return any unused security deposit or advanced rent to Tenant.
- C. If Tenant, Tenant's family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.

22. AFTER NOTICE TO END LEASE

- A. After Tenant or Landlord has given written notice to end this Lease, Landlord may show Property to possible tenants. Landlord will not show Property unless Tenant is there or has a reasonable chance to be there. Tenant does not have to allow possible tenants to enter unless they are with the Landlord or Landlord's representative, or unless they have written permission from the Landlord.
- B. Landlord may put up For Sale or For Rent signs on or near Property.
- C. Tenant agrees to move out peacefully when Lease is ended.

23. IF TENANT BREAKS LEASE:

- A. Tenant breaks this Lease if:
 - (1) Tenant does not pay rent or other charges.
 - (2) Tenant leaves Property permanently before the end of this Lease.
 - (3) Tenant does not move out when supposed to.
 - (4) Tenant fails to do anything Tenant agreed to in this Lease.

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Tenant(s) *KW* *MW*

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Landlord(s) *MW*

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B. Non-Payment of Rent: If Tenant breaks Lease by not paying rent or other charges, Landlord cannot evict Tenant (force Tenant to move out) from the Property without a written notice. Tenant agrees that a written notice of **FIVE DAYS** is sufficient. This means that if Tenant has not moved from the Property before the sixth day after Landlord has given Tenant written notice, Landlord can file a lawsuit to evict Tenant.

TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO A LONGER NOTICE TO MOVE OUT.

C. Other Lease Violations: If Tenant breaks any other term of this Lease, Landlord must give Tenant written notice describing the violation and giving Tenant **FIVE DAYS** to correct the problem. If Tenant does not correct the problem, Landlord can then give Tenant **FIVE DAYS** written notice to move from the Property. If Tenant does not move out, Landlord can file a lawsuit to evict Tenant on the sixth day.

TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.

D. If Tenant breaks Lease for any reason, Landlord may:

- (1) Get back possession of the Property by going to court to evict Tenant. If Landlord hires a lawyer to start eviction, Tenant agrees to pay the lawyer's fees and Landlord's reasonable costs.
- (2) File a lawsuit against Tenant for rents and charges not paid and for rents and charges for the rest of the Lease term. If Landlord wins (gets a money judgment against Tenant), Landlord can use the court process to take Tenant's personal goods, furniture, motor vehicles, and money in banks.
- (3) Keep Tenant's Security Deposit.

24. SALE OF PROPERTY

A. If Property is sold, on the date of settlement, Landlord will give Tenant in writing:

- (1) The name, address, and phone number of the new landlord.
- (2) Where rent is to be paid.
- (3) Notice that the security deposit has been given to the new landlord, who will be responsible for it.

B. Tenant agrees that Landlord may transfer Tenant's money and advanced rent to the new landlord.

C. Tenant understands that Landlord will have no duties regarding this Lease after the Property has been sold.

D. Landlord agrees to require any new landlord, as a condition of sale, to take on Landlord's duties under this Lease and to honor them.

25. IF GOVERNMENT TAKES PROPERTY

A. The government or other public authority can take private property for public use. The taking is called *condemnation*.

B. If any part of the Property is taken by the government, Landlord will reduce Tenant's rent proportionately. If all the Property is taken or is no longer usable, this Lease will end and Tenant will move out. Landlord will return to Tenant any unused security deposit or advanced rent.

C. No money paid to Landlord for the condemnation of the Property will belong to Tenant.

26. SUBLISING AND TRANSFER

A. Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease remains the same with the new landlord.

B. Tenant may not transfer this Lease or *sublease* (rent to another person) this Property without Landlord's written permission. Landlord will be reasonable about giving written permission.

27. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER

Landlord may have a mortgage on the Property. If so, Landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the Tenant. (Example: If Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease.)

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.

28. BROKERS The Business Relationships between the Broker(s) and Landlord and Tenant are as follows, UNLESS a different relationship is checked below:

A. The Listing Broker is Agent for Landlord.

B. The Leasing Broker is Agent for Tenant.

C. When the Listing Broker and Leasing Broker are the same, the Broker is a Dual Agent. Dual Agency applies to all licensees, UNLESS there is a Designated Agent(s) for Landlord and a Designated Agent(s) for Tenant. If the same Licensee is designated for Landlord and Tenant, the Licensee is a Dual Agent.

A Business Relationship exists that is different from above, as follows:

The Leasing Broker is the Agent/Subagent for Landlord.

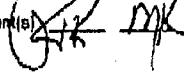
PREPARED BY AGENT: Judy & Walter, Broker

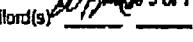
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Tenant(s) 

Landlord(s)  Page 5 of 7

The Leasing Broker is a Transaction Licensee.
 The Listing Broker is a Transaction Licensee.
 D. Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.

29. MEDIATION

A. *Mediation* is a way of resolving problems. A *mediator* helps the disputing parties reach an agreeable solution without having to involve the courts.

B. Landlord and Tenant may agree to take any disputes arising from this Lease to a mediation program offered by the local association of REALTORS® or to another mediator. Landlord and Tenant can agree to mediation as part of this Lease (by signing a mediation form to attach to this Lease), or they can sign an agreement to mediate after a dispute arises.

30. INSURANCE AND RELEASE

A. Tenant understands that

1. LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY, OR GUESTS.
2. TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.

B. Landlord is not legally responsible for any injury or damage that occurs on the Property and Tenant agrees to pay any loss or claim, including attorney's fees, that results from the damage or injury.

C. Landlord is responsible for any injury or damage that results from Landlord's carelessness.

D. Tenant is responsible for any loss to Landlord that Tenant, Tenant's family or guests cause.

31. CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs.

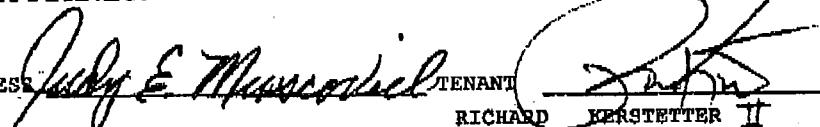
32. CONSUMER NOTICE

Tenant and Landlord have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

33. ENTIRE AGREEMENT

This Lease is the entire agreement between Tenant and Landlord. No spoken or written agreements made before or after are a part of this Lease unless they are included in this Lease. *Check in - Check out is part of Lease* *Excluded*

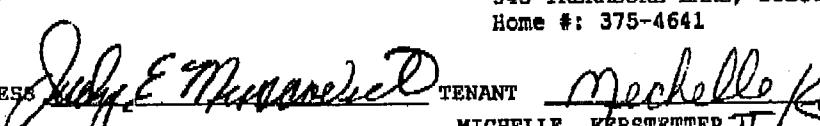
NOTICE BEFORE SIGNING: IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO CONSULT AN ATTORNEY.

WITNESS Judy E. Muscovich TENANT 

RICHARD KERSTETTER II

DATE

545 TREASURE LAKE, DUBOIS, PA 15801
 Home #: 375-4641

WITNESS Judy E. Muscovich TENANT 

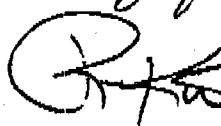
MICHELLE KERSTETTER II

DATE

545 TREASURE LAKE, DUBOIS, PA 15801
 Home #: 375-4641

Email n/a

Condition of fireplace is unknown by Landlord. If tenant uses fireplace tenant takes full responsibility of any damages resulting from the usage of fireplace

 4/18/03

PREPARED BY AGENT: Judy & Walter, Broker

Residential Lease, LR 6/00. Pennsylvania Association of REALTORS®

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04/08/03 08:59:09

Page 8 of 7
 Landlord(s) 

PREPARED BY AGENT: Judy & Walter, Broker

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04/08/03 08:59:09

Tenant(s) RL JK

Page 7 of 7

WITNESS _____ **LANDLORD** _____ **DATE** _____

LEMMAN WRIGHT
101 TIGNOR CT, SEAFORD , VA 23696
Home #: 757-234-0278

WITNESS _____ **LANDLORD** _____ **DATE** _____

DOROTHY WRIGHT
101 TIGNOR CT, SEAFORD, VA 23696
Home #: 757-234-0278

Email n/a _____

Brokers'/ Licensees' Certifications

Brokers and Licensees involved in the transaction certify, by signing here that:

(1) The information given is true to the best of their knowledge.
(2) They have told Landlord of Landlord's responsibilities under the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. §4852d), described in the Lead Hazard Disclosure Requirements above. Brokers and Licensees must make sure that Landlord gives Tenant the information required by the Act.

LEASING BROKER (Company Name) RE/MAX REALTY ADVISORS

ACCEPTED BY _____ DATE _____

LISTING BROKER (Company Name) RE/MAX REALTY ADVISORS

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

As part of payment received by Owners (Landlord) n/a

Part of payment received by Owners (Landlord) ✓ _____ (name of current Landlord)

now transfers to S/A (name of current landlord) (name of former landlord)

his heirs and estate; this Lease and the right to receive the rents and other values for

✓ *Judy F. Muzzolini, RN, BSN* 5/16/13

WITNESS Judy E. Muscook LANDLORD Judie E. Muscook DATE 7/8/03
LEMANN WRIGHT
WITNESS Judy E. Muscook LANDLORD Judie E. Muscook DATE 7/8/03
DOROTHY WRIGHT

REARED BY AGENT: Judy & Walter, Broker
Residential Lease, LR 6/00, Pennsylvania Association of REALTORS®
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tenant(s) _____ Date _____ 04/06/03 08:59:09

PET ADDENDUM TO RESIDENTIAL LEASE

512

This form recommended and approved for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR).

PROPERTY

SECTION 1 LOT 199 TREASURE LAKE
DUBOIS, PA 15801

LANDLORD

LEMANN WRIGHT
DOROTHY WRIGHT

TENANT(S)

RICHARD KERSTETTER
MICHELLE KERSTETTERDATE OF LEASE April 08, 2003

1. **Allowance of Pet(s):** Landlord agrees that the pet(s) described in Paragraph 7 may be permitted on the Property. Tenant may not have any other pet(s) on any part of the Property without Landlord's written permission.
2. **Location of Pet(s):** Pet(s) will be kept inside the Property at all times, except when on a leash or otherwise restrained by and under the full control of Tenant.

Exceptions:

n/a

3. **Tenant's Duties:** Tenant will clean up after the pet(s) in any area of the Property, including common areas
4. **Loss or Damage:** Tenant is responsible for any loss or damage caused by the pet(s). Tenant agrees that Landlord bears no responsibility for any damage, injury, or nuisance caused by the pet(s).
5. **Removal of Pet(s):** If Landlord determines that the pet(s) is annoying, bothersome, or in any way a nuisance to others, Landlord will notify Tenant in writing and Tenant will remove the pet(s) immediately from the Property. All other terms and conditions of this lease will remain in full force and effect. Tenant's failure to remove the pet(s) from the Property will be grounds for eviction.

6. **Additional Fees/Charges:**

- Tenant will pay \$ 300.00 as a Pet Deposit in addition to other deposits required by the Lease.
 1. The Pet Deposit is subject to the same provisions as the Security Deposit as outlined in the Lease.
 2. Any part of the Property or any common areas fouled by the pet(s) will be professionally cleaned and treated upon termination of the Lease. This will include carpet cleaning, treatment for flea infestation, or any other treatment as deemed necessary by Landlord in order to return the Property to the condition as existed at the start of the Lease. The cost of the cleaning and/or treatment will be deducted from the Pet Deposit.
 3. If damage caused by the pet(s) exceeds the amount of the Pet Deposit, additional costs must be paid by Tenant immediately upon demand by Landlord.
- Tenant will pay an additional \$ n/a monthly rent.
- PETS SHOTS TO BE CURRENT.

7. **Description of Pet(s):** Total Number of Pet(s) 2

- Type of Animal** DOG **Breed** BOSTON TERRIER
 Name of Pet n/a Age n/a Weight n/a
 Color BLACK/WHITE License Number (if applicable) n/a
 Spayed/neutered? Yes No Declawed? Yes No
- Type of Animal** DOG **Breed** YORKIE
 Name of Pet n/a Age n/a Weight 3 LBS
 Color MULTI License Number (if applicable) n/a
 Spayed/neutered? Yes No Declawed? Yes No
- Type of Animal** n/a **Breed** n/a
 Name of Pet n/a Age n/a Weight n/a
 Color n/a License Number (if applicable) n/a
 Spayed/neutered? Yes No Declawed? Yes No
- Type of Animal** n/a **Breed** n/a
 Name of Pet n/a Age n/a Weight n/a

PREPARED BY AGENT: Judy & Walter, Broker

512, Pet Addendum to Residential Lease, 4/99. Pennsylvania Association of REALTORS®

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04/08/03 09:05:12

Tenant(s) JUDY WALTERLandlord(s) JUDY WALTER

Page 1 of 2

Tenant(s) JUDY

Landlord(s) WALTER MUSCOVICH

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04/08/03 09:05:12

Page 2 of 2

Tenant(s) JUDY MUSCOVICH

Landlord(s) WALTER MUSCOVICH

Page 2 of 2

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04/08/03 09:05:12

Page 2 of 2

October 13, 2003

Richard Kerstetter
Michelle Kerstetter
545 Treasure Lake
DuBois, PA 15801

Re: Residential Dwelling Lease
Section 1, Lot 199, Treasure Lake

Dear Mr. and Mrs. Kerstetter:

You signed a Lease for the above-referenced premises on or about April 15, 2003. That Lease was for a period of one year commencing on April 15, 2003, and ending on April 15, 2004, at a monthly rental of \$700.00 per month. Rent under the terms of the Lease is due on or before the 15th day of each month.

You have failed to pay the rent for September and October 2003. Paragraph 23B of the Lease requires that the landlord provide you with a written notice of default. Please consider this notice to be given in compliance with Paragraph 23B of the Lease. You are directed to vacate the property before the 6th day from receipt of this notice. Should you fail to comply with this notice to quit, suit will be filed to evict you from the premises.

Sincerely,

Leman Wright 10-17-03
Dorothy Wright
Leman and Dorothy Wright

OCT 30 2003

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

Before me, the undersigned notary public, this day, personally, appeared

LOUIS P. RADZYMINSKI to me known, who being duly sworn according to

law, deposes the following:

Statement

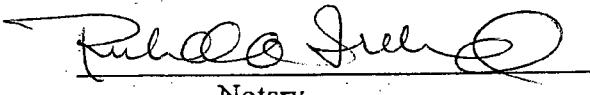
ON SUNDAY, OCTOBER 26, 2003 AT 5:00 P.M. SERVICE OF PROCESS
WAS PERFORMED BY HAND TO HAND METHOD ON ONE RICHARD KER-
STETTER AT HIS RESIDENCE ON BAY RD., TREASURE LAKE, DUVOIS
PA.

I SWEAR THE ABOVE TO BE TRUE AND CORRECT.



Louis P. Radzyminski

Subscribed and sworn before me this 28 day of October, 2003



Notary

RICHARD A. IRELAND District Justice, State of Pennsylvania No. 46-3-02, Clearfield County Term Expires Jan. 3, 2006
--

CLERAFFIELD, PENNSYLVANIA 16830
PO. BOX 552
21 1/2 EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

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FILED 1cc Shff
01/04/08 My pd. 85.00
DEC 19 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

LEMAN WRIGHT and DOROTHY
WRIGHT, husband and wife,
Plaintiffs.

vs.

No. 03 - 1858 - CD

RICHARD KERSTETTER and
MICHELLE KERSTETTER,
husband and wife,
Defendants.

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiffs

Counsel of Record for
this party:

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

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

FILED

JAN 30 2004

of 11:15 AM

William A. Shaw
Prothonotary/Clerk of Courts

1. CLERK OF COURTS

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

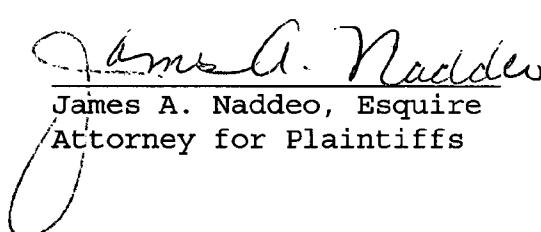
LEMAN WRIGHT and DOROTHY	*
WRIGHT, husband and wife,	*
Plaintiffs,	*
	*
vs.	*
	No. 03 - 1858 - CD
	*
RICHARD KERSTETTER and	*
MICHELLE KERSTETTER,	*
husband and wife,	*
Defendants.	*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Default in the above-captioned action was served on the following persons and in the following manner on the 30th day of January, 2004:

First-Class Mail, Postage Prepaid

Richard Kerstetter
Michelle Kerstetter
545 Treasure Lake
DuBois, PA 15801


James A. Naddeo, Esquire
Attorney for Plaintiffs

James A. Naddoo

ATTORNEY AT LAW

ATTORNEY AT LAW
JAMES A. NADDEO

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FILED

JAN 30 2004

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

WRIGHT, LEMAN & DOROTHY
VS.
KERSTETTER, RICHARD & MICHELLE
COMPLAINT IN EJECTMENT

Sheriff Docket # 14946
03-1858-CD

SHERIFF RETURNS

NOW DECEMBER 30, 2003 AT 12:45 PM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON RICHARD KERSTETTER and MICHELLE KERSTETTER, DEFENDANTS AT RESIDENCE, 545 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHELLE KERSTETTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCCLEARY

Return Costs

Cost	Description
32.05	SHERIFF HAWKINS PAID BY: ATTY CK# 9327
10.00	SURCHARGE PAID BY: ATTY Ck# 9328

Sworn to Before Me This

13th Day Of February 2004
William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

*Chester A. Hawkins
by Marilyn H. Hause*
Chester A. Hawkins
Sheriff

FILED

02-5764
FEB 13 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

LEMAN WRIGHT and DOROTHY
WRIGHT, husband and wife,
Plaintiffs,

vs.

23

No. 03 - 1858 - CD

RICHARD KERSTETTER and
MICHELLE KERSTETTER,
husband and wife,
Defendants.

卷之三

Type of Pleading:

* PRAECIPE FOR ENTRY OF
* DEFAULT JUDGMENT

* Filed on behalf of:
* Plaintiffs

* Counsel of Record for
* this party:

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

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

FILED

FEB 17 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

LEMAN WRIGHT and DOROTHY
WRIGHT, husband and wife,
Plaintiffs,

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vs.

No. 03 - 1858 - CD

RICHARD KERSTETTER and
MICHELLE KERSTETTER,
husband and wife,
Defendants.

*

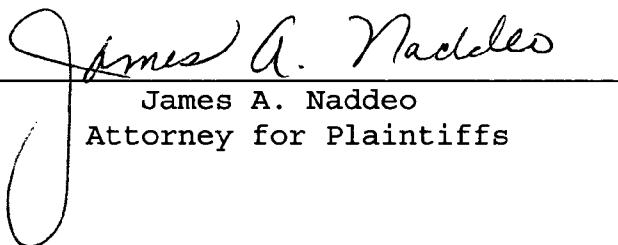
PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment by default in favor of Plaintiffs, Leman Wright and Dorothy Wright, and against Defendants, Richard Kerstetter and Michelle Kerstetter, for possession of the premises known as Section 1, Lot 199, Treasure Lake, Sandy Township, Clearfield County, Pennsylvania, for Defendants failure to plead to the Complaint in this action within the required time.

Please enter judgment by default in favor of Plaintiffs, Leman Wright and Dorothy Wright, and against Defendants, Richard Kerstetter and Michelle Kerstetter, for unpaid rent and late charges in the amount of Four Thousand Five Hundred (\$4,500.00) Dollars representing unpaid rent and late charges to date of this Praecipe for Defendants failure to plead to the Complaint in this action within the required time.

Attached as Exhibit "A" is a copy of Plaintiffs' written Notice of Intention to File Praecipe for Entry of Default Judgment as well as copy of Certificate of Service marked Exhibit "B" showing the date of service of the Default Judgment which I certify was mailed by regular mail to the Defendants on January 30, 2004, which is at least ten days prior to the filing of this Praecipe.



James A. Naddeo
Attorney for Plaintiffs

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

LEMAN WRIGHT and DOROTHY *
WRIGHT, husband and wife, *
Plaintiffs, *
*
vs. * No. 03 - 1858 - CD
*
RICHARD KERSTETTER and *
MICHELLE KERSTETTER, *
husband and wife, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Praeclipe for Entry of Default Judgment filed in the above-captioned action was served on the following persons and in the following manner on the 17th day of February, 2004:

First-Class Mail, Postage Prepaid

Richard Kerstetter
Michelle Kerstetter
545 Treasure Lake
DuBois, PA 15801

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

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

LEMAN WRIGHT and DOROTHY
WRIGHT, husband and wife,
Plaintiffs,

vs.

* No. 03 - 1858 - CD

RICHARD KERSTETTER and
MICHELLE KERSTETTER,
husband and wife,
Defendants.

To: Richard Kerstetter & Michelle Kerstetter

Date of Notice: January 30, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 5988

James A. Naddeo

James A. Naddeo, Esquire
211 1/2 East Locust Street
Clearfield, PA 16830
(814) 765-1601

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

LEMAN WRIGHT and DOROTHY
WRIGHT, husband and wife,
Plaintiffs,

vs.

RICHARD KERSTETTER and
MICHELLE KERSTETTER,
husband and wife,
Defendants.

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No. 03 - 1858 - CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:

Plaintiffs

Counsel of Record for
this party:

James A. Naddeo, Esq.

Pa I.D. 06820

211 1/2 E. Locust Street

P.O. Box 552

Clearfield, PA 16830

(814) 765-1601

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

LEMAN WRIGHT and DOROTHY
WRIGHT, husband and wife,
Plaintiffs,

vs.

* No. 03 - 1858 - CD

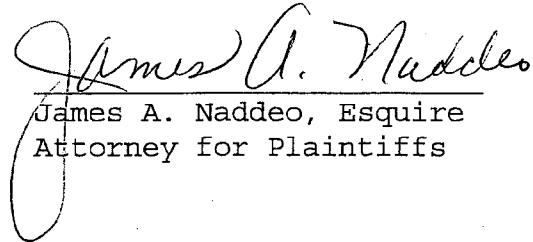
RICHARD KERSTETTER and
MICHELLE KERSTETTER,
husband and wife,
Defendants.

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Default in the above-captioned action was served on the following persons and in the following manner on the 30th day of January, 2004:

First-Class Mail, Postage Prepaid

Richard Kerstetter
Michelle Kerstetter
545 Treasure Lake
DuBois, PA 15801



James A. Naddeo, Esquire
Attorney for Plaintiffs

CLERFIELD, PENNSYLVANIA 16830
R.O. BOX 552
ATTORNEY AT LAW
JAMES A. NADDEO

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FILED *Aug 14 2000*
Clerk
FEB 17 2004
Notice to Def.
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Aug Naddoo

COPY

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

LEMAN WRIGHT and DOROTHY *
WRIGHT, husband and wife, *
Plaintiffs, *
*
* vs. * No. 03 - 1858 - CD
*
RICHARD KERSTETTER and *
MICHELLE KERSTETTER, *
husband and wife, *
Defendants. *

NOTICE

TO: Richard Kerstetter and Michelle Kerstetter

NOTICE is given that a JUDGMENT in the above-captioned matter has been entered against you in the amount of \$4,500 with interest from February 17, 2004.

NOTICE is given that a JUDGMENT in the above-captioned matter has been entered against you for possession of the premises known as Section 1, Lot 199, Treasure Lake, Sandy Township, Clearfield County, Pennsylvania.

PROTHONOTARY

By _____

2/17/04

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

COPY

Leman Wright
Dorothy Wright
Plaintiff(s)

No.: 2003-01858-CD

Real Debt: \$4,500.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Richard Kerstetter
Michelle Kerstetter
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 17, 2004

Expires: February 17, 2009

Certified from the record this 17th day of February, 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 DIVISION

LEMAN WRIGHT and DOROTHY
WRIGHT, husband and wife,
Plaintiffs,

vs.

RICHARD KERSTETTER and
MICHELLE KERSTETTER,
husband and wife,
Defendants.

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* No. 03 - 1858 - CD

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* Type of Pleading:

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*
*

**PRAECIPE TO SETTLE
AND DISCONTINUE**

*
*
*
*

* Filed on behalf of:
* Plaintiffs

*
*

* Counsel of Record for
* this party:

*
*
*
*

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

*
*
*
*

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

FILED

APR 12 2004

William A. Shaw
Prothonotary

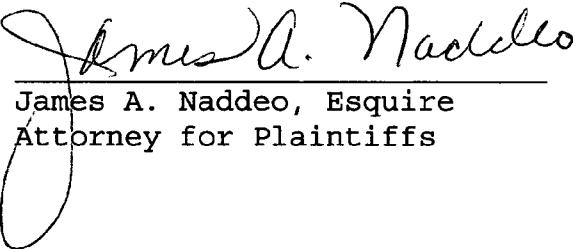
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
CIVIL DIVISION

LEMAN WRIGHT and DOROTHY *
WRIGHT, husband and wife, *
Plaintiffs, *
*
vs. * No. 03 - 1858 - CD
*
RICHARD KERSTETTER and *
MICHELLE KERSTETTER, *
husband and wife, *
Defendants. *

PRAECIPE TO SETTLE AND DISCONTINUE

To the Prothonotary:

Please mark the above-captioned case settled and discontinued.



James A. Naddeo, Esquire
Attorney for Plaintiffs

JAMES A. NADDEO

CLEARFIELD, PENNSYLVANIA 16830

P.O. BOX 552

ATTORNEY AT LAW

— Lap over margin —

FILED
O 9-4-03
Court & Clerks
COPY & CCF
APR 12 2004

William A. Shaw
Prothonotary

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

CIVIL DIVISION

**Leman Wright
Dorothy Wright**

Vs.

No. 2003-01858-CD

**Richard Kerstetter
Michelle Kerstetter**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 8, 2004, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$147.05 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 12th day of April A.D. 2004.

William A. Shaw, Prothonotary