

04-460-CD
WILLIAM F. BUNDY, et al. vs. MARK A. MAINES

William Bundy et al vs. Mark A. Maines Sr.
2004-460-CD

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

WILLIAM F. BUNDY and
NELLIE M. BUNDY,
Plaintiffs
vs.
MARK A. MAINES,
Defendant

IN EJECTMENT
No. 04-460-CJ
Type of pleading:
**COMPLAINT FOR CONFESSION
OF JUDGMENT IN
EJECTMENT**
Filed on behalf of:
PLAINTIFFS
Counsel of record for this
Party:
S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
814-371-7768

FILED

APR 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM F. BUNDY and
NELLIE M. BUNDY,
Plaintiffs

vs.

MARK A. MAINES,
Defendant

No. _____

IN EJECTMENT

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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 Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830

(814) 765-2641 Ext. 1303

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

WILLIAM F. BUNDY and :
NELLIE M. BUNDY, :
Plaintiffs :
vs. : No. _____
MARK A. MAINES, :
Defendant : IN EJECTMENT

COMPLAINT IN EJECTMENT

AND NOW, come the Plaintiffs, WILLIAM F. BUNDY and NELLIE M. BUNDY, by and through their attorneys, HANAK, GUIDO AND TALADAY and hereby brings this Complaint averring as follows:

1. The Plaintiffs are WILLIAM F. BUNDY and NELLIE M. BUNDY, brother and sister, adult individuals, who reside at R. D. 1, Box 19, Penfield, Huston Township, Clearfield County, Pennsylvania.
2. The Defendant, MARK A. MAINES, is an adult individual, residing at 283 Woodward Road, Penfield, Clearfield County, Pennsylvania.
3. At all times relevant hereto, the Plaintiffs were owners in fee of certain real estate (the "Property") situate in Huston Township, Clearfield County, Pennsylvania, a description of which is attached hereto and marked as Exhibit "A" and incorporated herein by reference.
4. On or about December 10, 1999, Defendant, as Buyer, entered into an Installment Agreement for the sale of real estate (the "Agreement") with Plaintiffs as Sellers. The Agreement provides that

Plaintiffs shall sell the Property to Defendant in exchange for principle payments totaling \$25,000.00. A true and correct copy of the Agreement is attached hereto and marked as Exhibit "B".

5. Defendant has defaulted under the terms of the Agreement in that Defendant has failed to make monthly installment payments for the months of September, 2003, through present.

6. On or about January 27, 2004, Plaintiffs gave Defendant written notice of the default via certified mail as per the terms of the Agreement. A true and correct copy of this Notice, together with mailing receipt is attached hereto and marked as Exhibit "C".

7. Plaintiffs have not confessed judgment in ejectment against Defendant in any jurisdiction.

8. Plaintiffs are authorized to confess judgment in ejectment against Defendant for possession of the property, together with costs of suit and attorney's fees by warrant of attorney contained in Paragraph 18(a) of the Agreement.

9. The warrant of attorney appearing in Paragraph 18(a) of the Agreement is less than 20 years old.

10. The Agreement upon which judgment is being confessed was not a residential lease agreement and was freely negotiated by the parties thereto, both of whom are represented by counsel.

WHEREFORE, Plaintiffs demand judgment in ejectment against Defendant for immediate possession of the property, together with attorney's fees and costs of suit, as authorized by the warrant of attorney appearing in Paragraph 18(a) of the Agreement.



S. Casey Bowers
Attorney for Plaintiffs

VERIFICATION

We, WILLIAM F. BUNDY and NELLIE M. BUNDY, verify that the statements in the foregoing COMPLAINT IN EJECTMENT are true and correct to the best of our knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

William F. Bundy
William F. Bundy

Nellie M. Bundy
Nellie M. Bundy

EXHIBIT "A"

ALL that certain piece, parcel or tract of land lying and being situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a P. K. Nail set in the centerline of Township Road 407 (33 foot right of way), said P. K. Nail being the southwest corner of the herein described parcel; thence North 30° 22' West through the northern right of way for Township Road 407 (33 foot right of way) and through the lands now or formerly of William and Nellie Bundy (Deed Book 628, p. 41, Third Parcel) a distance of 203.19 feet to a one-inch iron pipe set by this survey, said iron pipe being the northwest corner of the herein described parcel; thence North 66° 34' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) a distance of 99.93 feet to a point, said point being in the center of a small stream and also being the northeast corner of the herein described parcel; thence South 31° 36' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 40.39 feet to a point, said point being in the center of said small stream; thence South 26° 29' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 52.08 feet to a point, said point being in the center of said small stream; thence South 31° 21' East through lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 61.60 feet to a point, said point being in the center of said small stream; thence South 34° 51' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 30.58 feet to a point, said point being in the center of said small stream; thence South 28° 13' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, p. 41, Third Parcel) along the center of a small stream and through the northern right of way for Township Road 407 (33 foot right of way) a distance of 18.55 feet to a P. K. Nail set in the centerline of said Township Road 407, said P. K. Nail being on a curve to the right and also being the southeast corner of the herein described parcel; thence along the centerline of Township Road 407 (33 foot right of way) and along the lands now or

formerly of James C. and Betty Marie Fennell (Deed Book 1388, page 92) and through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) by a curve to the right, said curve having a radius of 4,040.21 feet and an arc length of 100.00 feet, said arc having a chord bearing of South 66° 26' West and a chord distance of 100.00 feet to a P. K. Nail set in the centerline of said Township Road 407, said P. K. Nail being on a curve to the right and also being the southwest corner of the herein described parcel, the place of beginning.

CONTAINING 20,000 square feet or 0.459 acres together with an existing two-story frame dwelling, a water well and a septic area.

SUBJECT to any utility easements which may be of record.

SUBJECT to the northern right of way for Township Road 407 (33 foot right of way).

BEING a part of Parcel Number 19 on the Huston Township, Clearfield County Assessment Map Number 119-09-G2.

UNDER AND SUBJECT to restrictions as appear of record.

BEING a portion of the same premises, known as "Third Parcel", which was conveyed to William Bundy, et al., by deed of DuBois Deposit National Bank, Guardian of the Estate of Dalton R. Woodward, dated December 6, 1972, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 628, p. 41.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

199920985

RECORDED ON

Dec 28, 1999
11:32:53 AM

RECORDING FEES -	\$25.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	\$1.00
IMPROVEMENT FUND	
STATE WRIT TAX	\$0.50
TOTAL	\$27.50

INSTALLMENT LAND CONTRACT

THIS AGREEMENT, made this 10th day of December, 1999, by and between WILLIAM BUNDY, single, and NELLIE BUNDY, single, whose address is Penfield, Clearfield County, Pennsylvania 15849, hereinafter referred to as the "Seller",

A

N

D

MARK A. MAINES, single, whose address is RR#1, Box 135-1A, Penfield, Pennsylvania 15849, hereinafter referred to as the "Buyer".

WITNESSETH:

Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase, subject to the performance by Buyer of all the covenants, provisions, and conditions hereinafter set forth, all that certain real property situate in the Township of Huston, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

100' x 200' lot and 2 story house located on Woodward Road

This Agreement shall be subject to the following terms and conditions:

- 1) **Purchase Price.** The purchase price shall be TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS. An earnest deposit of \$5,000.00 was deposited with the Seller. The balance of the purchase price shall be payable and allocated as set forth on Exhibit "A" attached

hereto and made a part hereof. Buyer may prepay the amount due Seller at any time without penalty.

2) **Closing Date.** Execution of the within Agreement shall be held on or before December 16, 1999.

3) **Possession.** Possession of the premises shall be delivered to the Buyer on date of closing.

4) **Utilities.** Buyer shall be responsible for and shall pay for all utilities consumed on the premises during the term of this Agreement.

5) **Fire Insurance.** During the term of this Agreement, Buyer shall maintain fire insurance and extended insurance coverage from a company authorized to issue such insurance within the Commonwealth of Pennsylvania, upon the premises in an amount not less than TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS. Buyer shall provide Seller with the initial policy at the time of closing and all renewals thereof. Seller shall be named as a loss payee on the policy. The parties hereto agree and understand that in the event the property is destroyed by fire or other casualty, Seller shall be paid the amount outstanding under the Note.

6) **Liability Insurance.** During the term of this Agreement, Buyer shall carry and maintain liability insurance in the minimum amount of \$100,000.00/\$300,000.00 upon the subject premises and, in addition thereto, does hereby agree to indemnify and save harmless the Seller from any and all actions, causes of action, claims, demands, judgments and/or obligations that may arise from the occupancy, ownership or maintenance of the subject premises and the personality as contained therein, with proof of said liability insurance being provided by the Buyer to the Seller at the date of closing. In addition, Seller shall be named as an additional insured on the policy.

7) Repairs. During the term of this Agreement, Buyer shall keep and maintain the premises and personal property in good repair and shall make all necessary repairs to the real and personal property, both major and minor; it being the intent of the parties that the Buyer shall be responsible for all repairs, structural renovations and maintenance to the property as covered under this agreement. Buyer shall make all necessary repairs to the building as located upon the real property within sixty (60) days after notice that the subject premises is in violation of the law, ordinance or regulation of any governmental body, agency or department of the Commonwealth of Pennsylvania, County of Clearfield or Township of Huston; and further, Buyer shall make repairs within sixty (60) days after notice by the Seller of any condition that creates a danger to any occupant of the subject premises, to the public, or to the premises. Buyer hereby agrees to maintain the property in substantially the same condition as it is at the time of the execution of this Agreement.

8) Improvements. Subject to the terms and conditions as contained herein, Buyer may make minor repairs and cosmetic alterations, or improvements, to the real property, including but not limited to painting, papering, minor plumbing and replacement of fixtures, but in the event of any major improvement such as the alteration or renovation of the structure, including but not limited to structural changes and additions, Buyer must require and obtain the express written consent of the Seller before proceeding to take any action on such major alteration, renovation, or improvements.

9) Subdivision and Real Estate Taxes. Seller shall be responsible for all fees and costs in connection with obtaining subdivision approval including, but not limited to, the recordation of the new subdivision map at the Recorder's Office of Clearfield County. Buyer shall pay all

real estate taxes as levied on the real property. Buyer shall furnish Seller proof of payment of real estate taxes on or before December 31st of each year. Buyer shall be entitled to claim deductions for real estate taxes paid hereunder for income tax purposes.

10) **Assessments.** During the term of this Agreement, Buyer shall pay all municipal assessments made and levied against the subject premises.

11) **Liens and Encumbrances.** Seller warrants the property is free and clear of all liens, defects and encumbrances, subject to all exceptions, reservations and conditions as contained in prior deeds of conveyance.

12) **Condemnation.** In the event that any municipal or other corporate body shall acquire the subject premises through the exercise of the power of eminent domain, in whole or in part, Buyer shall be considered as the owners of the subject premises and entitled to receipt of the proceeds from such condemnation and Seller shall have only an interest in said proceeds to the extent of the unpaid balance of the purchase price; it being understood, however, that neither Buyer nor Seller shall settle any claim for damages without consent of the other party and that the Buyer must be current in his obligations under this Article of Agreement for this provision to apply.

13) **Right to Enter.** During the term of this within Agreement, Seller, or Seller's authorized agent, shall have the right to enter the subject premises for the purpose of inspection to determine whether Buyer has complied with the terms of this Agreement; said inspections are to be made at reasonable hours and upon the giving of a twenty-four hour notice.

14) **Additions to Principal.** Seller shall, upon the default of the Buyer in the payment of any obligations for taxes, insurance, municipal assessments, or utilities, in addition to the other rights herein contained, have the right or option to make said payments on behalf of the

Buyer and shall add the amount of any such payments to the outstanding principal balance.

15) Destruction. If, during the term of this Agreement the subject premises shall be destroyed in whole or in part by fire or other means, Buyer shall not be relieved of the obligation for payments provided for herein except to the extent of funds received by Seller from any insurance carrier or third party tortfeasor.

16) Deed. Seller shall execute a deed on the closing date in favor of Buyer which shall be held in trust by David J. Hopkins, Esquire. Upon the payment in full of the purchase price by the Buyer to Seller, David J. Hopkins, Esquire shall cause the deed to be delivered so as to convey the subject premises as herein described in fee simple, free and clear of all liens and encumbrances, to the Buyer, with special warranty. The Trustee shall have no liability to Buyer or Seller under this agreement and each party indemnifies and holds the Trustee free from all liability of any nature, now and in the future.

17) Transfer Tax. All transfer taxes upon the within referred to conveyance shall be paid equally by Buyers and Sellers. In the event that Sellers do not remit Sellers' share of the transfer taxes to Buyers at the time of Recording, Buyer shall have the right to deduct Sellers share from any balance due and owing to the Sellers under this Agreement or Buyers shall have the right to withhold sufficient payments at the end of the term to cover the Sellers' share of the transfer tax due when the deed is to be recorded. Buyer shall pay to record the deed.

18) Default. In the event of a default in payment of any sum of principal, interest, taxes or assessment herein agreed to be paid, for a period of thirty (30) days after the same shall become due and payable, or in the event of a default in the performance of any other term or condition of this Agreement, then Seller shall give written notice of said default and Buyer shall have thirty (30) days to cure said default. If said default is not cured by Buyer within thirty (30)

days after Buyer's receipt of written notice advising Buyer of the default, the whole of the unpaid principal sum shall forthwith become due and payable and Seller shall have the option of either:

- (a) Retaining all monies theretofore paid as liquidated damages and recover possession of the premises including all improvements made by the Buyer thereon. To this end, Buyer hereby authorizes and empowers any attorney of any Court of record to appear for them in an amicable action of ejectment for the subject premises and to enter a judgment against them and in favor of the Seller for said premises with writ of execution for the costs and attorney's commission or fees of five (5%) percent of the purchase price; or
- (b) Enter judgment for the unpaid balance of the purchase price, together with interest costs and attorney's commission. To this end, Buyer hereby authorized and empowers any attorney of any Court of record to appear for her and to confess judgment against her, upon declaration filed, for the unpaid principal sum, together with interest and costs and attorney's commission of five (5%) percent of the purchase price; hereby waiving all the rights of condemnation is hereby agreed to as far as the land herein described and any property or buildings thereon may be concerned;
- (c) All remedies contained in this Agreement shall be cumulative and concurrent. If Seller shall pursue any remedy, it shall not be deemed to be a waiver of the right to seek any other remedy that may exist.

19) Warranty of Title. Seller warrants that it shall take no further action which will constitute a lien or encumbrance against the premises in question provided Buyer is not in default.

20) **Leases.** Subject to the terms, conditions and restrictions contained herein, Buyer shall not lease, let, sublet or otherwise surrender possession to any other person of the subject premises in whole or in part, without the prior written consent of Seller.

21) **Strict Performance.** Failure of Seller to insist on strict performance by Buyer of any of the terms of this Agreement shall not be construed as a waiver, release or relinquishment thereof.

22) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and shall extend to and be binding upon their heirs, executors, and administrators.

23) **Assignment.** This Agreement is not assignable by the Buyers without the express written consent of the Sellers.

24) **As Is.** The property is sold by Seller and purchased by Buyer in its "as is" condition. No covenants, warranties or representations are given by Seller.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, the day and year first above-written.

Witness:

Dolores P. Yoke

Seller:

William Bundy {Seal}
Nellie Bundy {Seal}

Buyer:

Laura L. Erick

Mark A. Maines, son {Seal}

_____ {Seal}

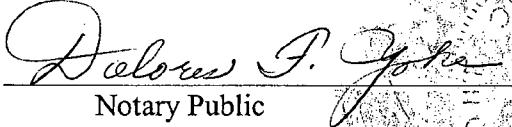
Commonwealth of Pennsylvania)
County of Clearfield)
:ss:
)

On this, the 17th day of December, 1999 before me, the undersigned officer, personally appeared WILLIAM BUNDY, 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:

NOTARY SEAL
Dolores F. Yohe, Notary Public
City of DuBois, Clearfield County, PA.
My Commission Expires March 7, 2003


Dolores F. Yohe
Notary Public

Commonwealth of Pennsylvania)
County of Clearfield)
:ss:
)

On this, the 17th day of December, 1999 before me, the undersigned officer, personally appeared NELLIE BUNDY, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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

My Commission Expires:

NOTARY SEAL
Dolores F. Yohe, Notary Public
City of DuBois, Clearfield County, PA.
My Commission Expires March 7, 2003


Dolores F. Yohe
Notary Public

Commonwealth of Pennsylvania)
County of Clearfield)
:ss:

On this, the 10th day of December, 1999 before me, the undersigned officer, personally appeared MARK A. MAINES, 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: 4/22/2000 Spencer S. Emerick
Notary Public

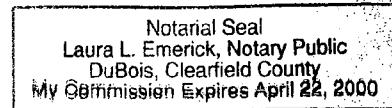


EXHIBIT "A"

SALE PRICE	\$25,000.00
PAYMENT @ CLOSING	\$5,000.00
AMOUNT FINANCED	\$20,000.00
INTEREST RATE	9.0%
TERM	5 Years
MONTHLY AMORTIZED PAYMENT	\$202.92
COMMENCEMENT DATE	OCTOBER 1, 1999
BALLOON PAYMENT DATE	SEPTEMBER 1, 2004
BALLOON PAYMENT	\$16,220.92

January 27, 2004

CORRECTED

Mark Maines
R.D. #1, Box 14
Penfield, PA 15849

Re: Notice of Intention to File
Ejectment Pursuant to Terms of
Agreement of Sale

Dear Mark:

As you know, you have entered into an Agreement of Sale with us covering premises situate in Huston Township, Clearfield County, Pennsylvania, whereby you agreed to purchase the property in question for the sum of \$25,000.00 from which you deposited the sum of \$5,000.00 and have agreed to amortize the balance over a period of five (5) years with interest at 9% and monthly payments of \$202.92. In addition, you have agreed to pay the real estate taxes assessed against the subject property.

You are in default of the terms and conditions of said agreement as follows:

Real estate taxes for the year 2002 - \$429.09
Real estate taxes for the year 2003 - \$436.79

In addition, you are in default of the monthly payments for the months of September, October, November, December and January in the sum of \$202.92 per month.

You may cure this default within thirty (30) days of the date of this letter by paying the above amount of \$1,880.48, plus interest thereon, plus any additional monthly payments and late charges and interest which may fall due during the period. Such payments shall be

Page 2
January 27, 2004

made either by cashier's check, certified check or money order payable to Nellie and William Bundy.

If you do not cure the default within thirty (30) days, we intend to exercise our right to accelerate the payments due under the Agreement of Sale. This means that whatever is owing on the original amount owing will be considered due immediately, and you may lose the chance to pay off the original amount in monthly installments. If full payment of the amount of default is not made within thirty days, we also intend to instruct our attorneys to commence a lawsuit to eject you from the property. If the mortgage is foreclosed, your mortgaged property will be sold by the sheriff to pay off the mortgage debt.

If we refer your case to our attorney, but you cure the default before he begins legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$100.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees, even if they are over \$100.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal balance and all other sums under the Agreement of Sale.

Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 814-637-5556. This payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

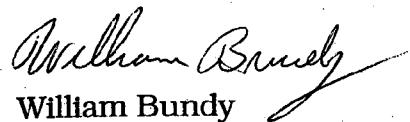
You should realize that ejection proceedings will end your ownership of the property and your right to remain in it.

Page 3
January 27, 2004

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE AGREEMENT OF SALE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE EJECTMENT; AND THAT THE OTHER REQUIREMENTS UNDER THE AGREEMENT OF SALE ARE SATISFIED). CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the Agreement of Sale will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Very truly yours,


William Bundy


Nellie Bundy

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MARK MAINES
RDT BOX 14
PENFIELD NY 15849

2. Article Number

(Transfer from service label)

7002 0860 0006 7265 7497

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-250

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X Debbie Kramer

Agent
 Addressee

B. Received by (Printed Name)
DEBBIE KRAMER

C. Date of Delivery
2-9-04

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

283 WOODWARD ROAD

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

FILED ~~Att'y pd. \$5.00~~
MAY 8 2004 ~~Atty~~
APR 05 2004 ~~Atty~~
1cc Shif
William A. Shaw
Prothonotary/Clerk of Courts
Notice to Sheriff for service

COPY

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

WILLIAM F. BUNDY and
NELLIE M. BUNDY,

Plaintiffs

vs.

MARK A. MAINES,

Defendant

No. 04-440-CJ

IN EJECTMENT

Notice
ORDER OF JUDGMENT

AND NOW, this 5th day of April, 2004,

IT IS HEREBY ORDERED AND DECREED THAT JUDGMENT IN
EJECTMENT BE ENTERED IN FAVOR OF PLAINTIFFS AND AGAINST
DEFENDANT, by virtue of the warrant of confession of judgment in the
agreement for the possession of the real property described as follows:

ALL that certain piece, parcel or tract of land lying and being situate in
Huston Township, Clearfield County, Pennsylvania, bounded and
described as follows, to-wit:

BEGINNING at a P. K. Nail set in the centerline of Township
Road 407 (33 foot right of way), said P. K. Nail being the
southwest corner of the herein described parcel; thence
North 30° 22' West through the northern right of way for
Township Road 407 (33 foot right of way) and through the
lands now or formerly of William and Nellie Bundy (Deed
Book 628, p. 41, Third Parcel) a distance of 203.19 feet to a
one-inch iron pipe set by this survey, said iron pipe being
the northwest corner of the herein described parcel;
thence North 66° 34' East through the lands now or
formerly of William and Nellie Bundy (Deed Book 628, page
41, Third Parcel) a distance of 99.93 feet to a point, said
point being in the center of a small stream and also being
the northeast corner of the herein described parcel; thence
South 31° 36' East through the lands now or formerly of
William and Nellie Bundy (Deed Book 628, page 41, Third
Parcel) and along the center of a small stream a distance of

40.39 feet to a point, said point being in the center of said small stream; thence South 26° 29' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 52.08 feet to a point, said point being in the center of said small stream; thence South 31° 21' East through lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 61.60 feet to a point, said point being in the center of said small stream; thence South 34° 51' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 30.58 feet to a point, said point being in the center of said small stream; thence South 28° 13' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, p. 41, Third Parcel) along the center of a small stream and through the northern right of way for Township Road 407 (33 foot right of way) a distance of 18.55 feet to a P. K. Nail set in the centerline of said Township Road 407, said P. K. Nail being on a curve to the right and also being the southeast corner of the herein described parcel; thence along the centerline of Township Road 407 (33 foot right of way) and along the lands now or formerly of James C. and Betty Marie Fennell (Deed Book 1388, page 92) and through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) by a curve to the right, said curve having a radius of 4,040.21 feet and an arc length of 100.00 feet, said arc having a chord bearing of South 66° 26' West and a chord distance of 100.00 feet to a P. K. Nail set in the centerline of said Township Road 407, said P. K. Nail being on a curve to the right and also being the southwest corner of the herein described parcel, the place of beginning.

CONTAINING 20,000 square feet or 0.459 acres together with an existing two-story frame dwelling, a water well and a septic area.

SUBJECT to any utility easements which may be of record.

SUBJECT to the northern right of way for Township Road 407 (33 foot right of way).

BEING a part of Parcel Number 19 on the Huston Township, Clearfield County Assessment Map Number 119-09-G2.

UNDER AND SUBJECT to restrictions as appear of record.

BEING a portion of the same premises, known as "Third Parcel", which was conveyed to William Bundy, et al., by deed of DuBois Deposit National Bank, Guardian of the Estate of Dalton R. Woodward, dated December 6, 1972, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 628, p. 41.

Being the same property described and defined in the agreement attached to the Complaint in the above captioned matter as Exhibit "A", together with costs of suit and attorney's fees in the amount of \$1,250.00.

Prothonotary

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

WILLIAM F. BUNDY and
NELLIE M. BUNDY,
Plaintiffs

vs.

MARK A. MAINES,
Defendant

IN EJECTMENT

No. 04-460-CJ

Type of pleading:

**ENTRY OF APPEARANCE
AND PRAECIPE FOR
CONFESSION OF JUDGMENT
IN EJECTMENT**

Filed on behalf of:

DEFENDANTS

Counsel of record for this
Party:

S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801

814-371-7768

FILED

APR 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM F. BUNDY and :
NELLIE M. BUNDY, :
Plaintiffs :
vs. : No. _____
MARK A. MAINES, :
Defendant : IN EJECTMENT

ENTRY OF APPEARANCE AND
PRAECIPE FOR CONFESSION
OF JUDGMENT IN EJECTMENT

TO THE PROTHONOTARY:

Kindly enter my appearance for and on behalf of Defendant,
MARK A. MAINES, in the above captioned matter.

By virtue of the warrant of attorney contained in the agreement attached to the Complaint in Confession of Judgment in the above captioned matter under Pa.R.C.P. 2971, I hereby confess judgment in ejectment in favor of Plaintiffs and against Defendant for possession of real property described as follows:

ALL that certain piece, parcel or tract of land lying and being situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a P. K. Nail set in the centerline of Township Road 407 (33 foot right of way), said P. K. Nail being the southwest corner of the herein described parcel; thence North 30° 22' West through the northern right of way for Township Road 407 (33 foot right of way) and through the lands now or formerly of William and Nellie Bundy (Deed Book 628, p. 41, Third Parcel) a distance of 203.19 feet to a one-inch iron pipe set by this survey, said iron pipe being the northwest corner of the herein described parcel; thence North 66° 34' East through the lands now or

formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) a distance of 99.93 feet to a point, said point being in the center of a small stream and also being the northeast corner of the herein described parcel; thence South 31° 36' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 40.39 feet to a point, said point being in the center of said small stream; thence South 26° 29' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 52.08 feet to a point, said point being in the center of said small stream; thence South 31° 21' East through lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 61.60 feet to a point, said point being in the center of said small stream; thence South 34° 51' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 30.58 feet to a point, said point being in the center of said small stream; thence South 28° 13' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, p. 41, Third Parcel) along the center of a small stream and through the northern right of way for Township Road 407 (33 foot right of way) a distance of 18.55 feet to a P. K. Nail set in the centerline of said Township Road 407, said P. K. Nail being on a curve to the right and also being the southeast corner of the herein described parcel; thence along the centerline of Township Road 407 (33 foot right of way) and along the lands now or formerly of James C. and Betty Marie Fennell (Deed Book 1388, page 92) and through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) by a curve to the right, said curve having a radius of 4,040.21 feet and an arc length of 100.00 feet, said arc having a chord bearing of South 66° 26' West and a chord distance of 100.00 feet to a P. K. Nail set in the centerline of said Township Road 407, said P. K. Nail being on a curve to the right and also being the southwest corner of the herein described parcel, the place of beginning.

CONTAINING 20,000 square feet or 0.459 acres together with an existing two-story frame dwelling, a water well and a septic area.

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UNDER AND SUBJECT to restrictions as appear of record.

BEING a portion of the same premises, known as "Third Parcel", which was conveyed to William Bundy, et al., by deed of DuBois Deposit National Bank, Guardian of the Estate of Dalton R. Woodward, dated December 6, 1972, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 628, p. 41.

And described and defined in the agreement attached to the Complaint as Exhibit "A" together with costs and attorney's fees and provided in the warrant of attorney.

Respectfully submitted,



S. Casey Bowers
Attorney for Defendant

In The Court of Common Pleas of Clearfield County, Pennsylvania

BUNDY, WILLIAM F. & NELLIE M.

VS.

MAINES, MARK A.

Sheriff Docket # 15388

04-460-CD

**COMPLAINT FOR CONFESSION OF JUDGMENT IN EJECTMENT;
APPEARANCE & PRAECIPE**

SHERIFF RETURNS

NOW APRIL 29, 2004 AT 3:30 PM SERVED THE WITHIN COMPLAINT FOR CONFESSION OF JUDGMENT IN EJECTMENT; ENTRY OF APPEARANCE & PRAECIPE; NOTICE ON MARK A. MAINES, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK A. MAINES A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT etc. AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

Cost	Description
31.37	SHERIFF HAWKINS PAID BY: ATTY CK# 13304
10.00	SURCHARGE PAID BY: ATTY CK# 13305

Sworn to Before Me This

17 Day Of May 2004
William A. Shaw

So Answers,

*Chester A. Hawkins
by Marilyn Haskin*
Chester A. Hawkins
Sheriff

FILED

O 1:35 PM

MAY 17 2004

Gab

William A. Shaw
Prothonotary

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

WILLIAM F. BUNDY and, :
NELLIE M. BUNDY, :
Plaintiffs, : NO. 04-460-CD
VS. :
: IN EJECTMENT
MARK A. MAINES, :
Defendant. :

CASE NUMBER: 04-460-CD

TYPE OF PLEADING: **ANSWER TO COMPLAINT IN EJECTMENT**

FILED ON BEHALF OF: Defendant

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 East Market Street
Clearfield, PA 16830
(814) 765-1581

FILED

JUN 02 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM F. BUNDY and, :
NELLIE M. BUNDY, :
Plaintiffs, :
VS. :
NO. 04-460-CD
IN EJECTMENT
MARK A. MAINES, :
Defendant. :

ANSWER TO COMPLAINT IN EJECTMENT

NOW COMES, the defendant Mark A. Maines by and through his attorney R. Denning Gearhart who answers the Complaint in the Ejectment as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied. On April 20, the defendant Mark Maines did hand to plaintiff William Bundy a check in the amount of \$1,623.33, that check being number 1867 drawn to the defendant's account at First Commonwealth Bank. That check represented all of monthly past payments due.
6. Admitted.
7. Admitted.
8. Calls for a conclusion of law. No answer required.
9. Admitted.

10. Admitted.

WHEREFORE, defendant prays that the prayer of the plaintiff be denied.

Respectfully submitted,

By

R. Denning Gearhart, Esquire
Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF CLEARFIELD :

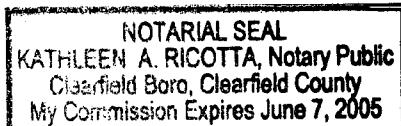
Before me, the undersigned officer, a Notary Public in and for the above named State and County, personally appeared MARK A. MAINES, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Answer are true and correct to the best of his knowledge, information and belief.

Mark A. Maines
MARK A. MAINES

Sworn to and subscribed

before me, this 10
day of May, 2004.

Kathleen A. Ricotta
Notary Public



Leave over margin

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION IN EJECTMENT
No. 04-460-CD

WILLIAM F. BUNDY and
NELLIE M. BUNDY,
Plaintiffs

vs.
MARK A. MAINES,
Defendant

ANSWER TO COMPLAINT IN EJECTMENT

FILED 3cc

1/3/35-81 Atty Gearhart
JUN 02 2004 C
William A. Shaw
Gearhart

Prothonotary/Clerk of Courts

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

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

WILLIAM F. BUNDY and,
NELLIE M. BUNDY,
Plaintiffs,
VS.

NO. 04-460-CD

MARK A. MAINES,
Defendant.

IN EJECTMENT

CASE NUMBER: 04-460-CD

TYPE OF PLEADING: CERTIFICATE OF SERVICE

FILED ON BEHALF OF: Defendant

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 East Market Street
Clearfield, PA 16830
(814) 765-1581

FILED

JUN 02 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

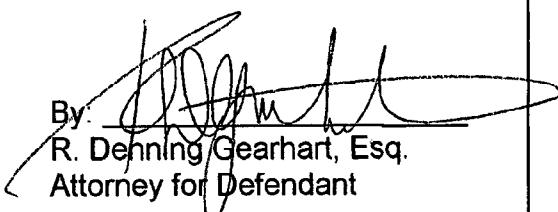
WILLIAM F. BUNDY and,
NELLIE M. BUNDY,
Plaintiffs,
VS.
MARK A. MAINES,
Defendant.

NO. 04-460-CD
IN EJECTMENT

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of the ANSWER TO COMPLAINT IN EJECTMENT filed in the above captioned matter on the Plaintiffs, William F. Bundy and Nellie M. Bundy, through Plaintiff's attorney by depositing such documents in the United States Mail postage pre-paid and addressed as follows:

S. Casey Bowers, Esquire
Hanak, Guido & Taladay
498 Jeffers Street
PO Box 487
DuBois, PA 15801

By: 
R. Denning Gearhart, Esq.
Attorney for Defendant

Dated: June 2, 2004

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

WILLIAM F. BUNDY and
NELLIE M. BUNDY,
Plaintiffs
vs.
MARK A. MAINES,
Defendant

IN EJECTMENT
No. 04-460-CD
Type of pleading:
**PRAECIPE FOR WRIT OF
POSSESSION UPON A
CONFESSED JUDGMENT**

Filed on behalf of:
PLAINTIFFS
Counsel of record for this
Party:
**S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801**
814-371-7768

FILED *Shaw*

JUL 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM F. BUNDY and :
NELLIE M. BUNDY, :
Plaintiffs :
vs. : No. 04-460-CD
MARK A. MAINES, :
Defendant : IN EJECTMENT

PRAECIPE FOR WRIT OF
POSSESSION UPON A
CONFESSED JUDGMENT

TO THE PROTHONOTARY:

Issue writ of possession upon the judgment in ejectment
entered by confession in the above matter.

Certification

I certify the following:

1. This praecipe is based upon a judgment entered by confession.
2. Notice pursuant to Rule 2973.3 will be served with the writ of possession.



S. Casey Bowers
Attorney for Plaintiffs

FILED

2cc to Alleg

of 10:30 AM
JUL 16 2004

Attg pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

2wnts to shff

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

WILLIAM F. BUNDY and :
NELLIE M. BUNDY, :
Plaintiffs :
vs. : No. 04-460-CD
IN EJECTMENT
MARK A. MAINES, :
Defendant :
vs. :

NOTICE OF DEFENDANT'S RIGHTS

TO: MARK A. MAINES
283 Woodward Road
Penfield, PA 15849

A judgment for possession of real property has been entered against you and in favor of the Plaintiffs without prior notice and hearing based on a confession of judgment contained in a promissory note or other document allegedly executed by you. The court has issued and the sheriff has served a writ of possession which directs the sheriff to remove you from possession of the real property.

You may have legal rights to defeat the judgment or to prevent your being removed from the property or to regain possession of the property if you have been removed, if you did not voluntarily, intelligently or knowingly give up your constitutional right to notice and hearing prior to the entry of judgment or if you have defenses or other valid objections to the judgment. ANY PETITION SEEKING RELIEF FROM THE JUDGMENT AND TO REGAIN POSSESSION MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS BEING SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

If you have been removed from the property without notice or the opportunity for a hearing, you have a right to a prompt court hearing if you claim that you did not voluntarily, intelligently or knowingly give up your rights to notice and hearing prior to the entry of the judgment. If you wish to exercise this right, you must immediately fill out and sign the request for hearing which accompanies the writ of possession and deliver it to the Sheriff of Clearfield County at the Clearfield County Courthouse, One North Second Street, Suite 116, Clearfield, PA 16830.

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

Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830

(814) 765-2641 Ext. 1300

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

WILLIAM F. BUNDY and :
NELLIE M. BUNDY, :
Plaintiffs :
vs. : No. 04-460-CD
MARK A. MAINES, :
Defendant : IN EJECTMENT

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA
SS:
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described property to WILLIAM F. BUNDY and NELLIE M. BUNDY:

ALL that certain piece, parcel or tract of land lying and being situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a P. K. Nail set in the centerline of Township Road 407 (33 foot right of way), said P. K. Nail being the southwest corner of the herein described parcel; thence North 30° 22' West through the northern right of way for Township Road 407 (33 foot right of way) and through the lands now or formerly of William and Nellie Bundy (Deed Book 628, p. 41, Third Parcel) a distance of 203.19 feet to a one-inch iron pipe set by this survey, said iron pipe being the northwest corner of the herein described parcel; thence North 66° 34' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page

41, Third Parcel) a distance of 99.93 feet to a point, said point being in the center of a small stream and also being the northeast corner of the herein described parcel; thence South 31° 36' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 40.39 feet to a point, said point being in the center of said small stream; thence South 26° 29' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 52.08 feet to a point, said point being in the center of said small stream; thence South 31° 21' East through lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 61.60 feet to a point, said point being in the center of said small stream; thence South 34° 51' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 30.58 feet to a point, said point being in the center of said small stream; thence South 28° 13' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, p. 41, Third Parcel) along the center of a small stream and through the northern right of way for Township Road 407 (33 foot right of way) a distance of 18.55 feet to a P. K. Nail set in the centerline of said Township Road 407, said P. K. Nail being on a curve to the right and also being the southeast corner of the herein described parcel; thence along the centerline of Township Road 407 (33 foot right of way) and along the lands now or formerly of James C. and Betty Marie Fennell (Deed Book 1388, page 92) and through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) by a curve to the right, said curve having a radius of 4,040.21 feet and an arc length of 100.00 feet, said arc having a chord bearing of South 66° 26' West and a chord distance of 100.00 feet to a P. K. Nail set in the centerline of said Township Road 407, said P. K. Nail being on a curve to the right and also being the southwest corner of the herein described parcel, the place of beginning.

CONTAINING 20,000 square feet or 0.459 acres together with an existing two-story frame dwelling, a water well and a septic area.

SUBJECT to any utility easements which may be of record.

SUBJECT to the northern right of way for Township Road 407 (33 foot right of way).

BEING a part of Parcel Number 19 on the Huston Township, Clearfield County Assessment Map Number 119-09-G2.

UNDER AND SUBJECT to restrictions as appear of record.

BEING a portion of the same premises, known as "Third Parcel", which was conveyed to William Bundy, et al., by deed of DuBois Deposit National Bank, Guardian of the Estate of Dalton R. Woodward, dated December 6, 1972, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 628, p. 41.

(2) To satisfy the costs against MARK A. MAINES, you are directed to levy upon any property of MARK A. MAINES and sell his interest therein.

7/16/04

Prothonotary

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

WILLIAM F. BUNDY and
NELLIE M. BUNDY,
Plaintiffs
vs.
MARK A. MAINES,
Defendant

IN EJECTMENT
No. 04-460-CD
Type of pleading:
**PRAECIPE FOR
DISCONTINUANCE**

Filed on behalf of:
PLAINTIFFS
Counsel of record for this
Party:
S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
814-371-7768

File
FILED 2cc & 2cc
m/10/4987 of disc. to Atty
SEP 08 2004
William A. Shaw
Prothonotary/Clerk of Courts
Copy to CIA

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

WILLIAM F. BUNDY and :
NELLIE M. BUNDY, :
Plaintiffs :
vs. : No. 04-460-CD
IN EJECTMENT
MARK A. MAINES, :
Defendant :
vs.

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Please mark the above captioned matter settled, discontinued
and terminated.



S. Casey Bowers
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

William F. Bundy
Nellie M. Bundy

Vs.
Mark A. Maines

No. 2004-00460-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

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

Settled, Discontinued and Terminated

Record costs in the sum of \$105.00 have been paid in full by S. Casey Bowers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of September A.D. 2004.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16105
NO: 04-460-CD

PLAINTIFF: BUNDY, WILLIAM F.& BUNDY, NELLIE M. BUNDY
vs.
DEFENDANT: MAINES, MARK A.

WRIT OF EXECUTION POSSESSION

SHERIFF RETURN

DATE RECEIVED WRIT: 07/16/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO AND AMOUNT

SOLD TOTAL AMOUNT PLUS COSTS

WRIT RETURNED 03/17/2006

FILED

MAR 17 2006
6/12:05 PM
William A. Shaw
Prothonotary/Clerk of Courts
6K

SERVICES

09/02/2004 @ 9:28 PM SERVED MARK A. MAINES

SERVED MARK A. MAINES, DEFENDANT, AT HIS RESIDENCE 283 WOODWARD ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARK A. MAINES

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, SEPTEMBER 7, 2004 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY THAT HE PRAECIPED FOR A DISCONTINUANCE.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, MARCH 17, 2006 RETURN WRIT AS DISCONTINUED BY PLAINTIFF'S ATTORNEY.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16105
NO: 04-460-CD

PLAINTIFF: BUNDY, WILLIAM F.& BUNDY, NELLIE M. BUNDY
vs.
DEFENDANT: MAINES, MARK A.

WRIT OF EXECUTION POSSESSION

SHERIFF RETURN

SHERIFF HAWKINS \$42.37

SURCHARGE \$10.00 PAID BY ATTORNEY

So Answers,


By Amhera Bitter-Augenthaler
Chester A. Hawkins
Sheriff

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

WILLIAM F. BUNDY and	:	
NELLIE M. BUNDY,	:	
Plaintiffs	:	
vs.	:	No. 04-460-CD
MARK A. MAINES,	:	IN EJECTMENT
Defendant	:	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA
SS:
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter,
you are directed to deliver possession of the following described
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described as follows, to-wit:

BEGINNING at a P. K. Nail set in the centerline of Township
Road 407 (33 foot right of way), said P. K. Nail being the
southwest corner of the herein described parcel; thence
North 30° 22' West through the northern right of way for
Township Road 407 (33 foot right of way) and through the
lands now or formerly of William and Nellie Bundy (Deed
Book 628, p. 41, Third Parcel) a distance of 203.19 feet to a
one-inch iron pipe set by this survey, said iron pipe being
the northwest corner of the herein described parcel;
thence North 66° 34' East through the lands now or
formerly of William and Nellie Bundy (Deed Book 628, page

41, Third Parcel) a distance of 99.93 feet to a point, said point being in the center of a small stream and also being the northeast corner of the herein described parcel; thence South 31° 36' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 40.39 feet to a point, said point being in the center of said small stream; thence South 26° 29' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 52.08 feet to a point, said point being in the center of said small stream; thence South 31° 21' East through lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 61.60 feet to a point, said point being in the center of said small stream; thence South 34° 51' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) and along the center of a small stream a distance of 30.58 feet to a point, said point being in the center of said small stream; thence South 28° 13' East through the lands now or formerly of William and Nellie Bundy (Deed Book 628, p. 41, Third Parcel) along the center of a small stream and through the northern right of way for Township Road 407 (33 foot right of way) a distance of 18.55 feet to a P. K. Nail set in the centerline of said Township Road 407, said P. K. Nail being on a curve to the right and also being the southeast corner of the herein described parcel; thence along the centerline of Township Road 407 (33 foot right of way) and along the lands now or formerly of James C. and Betty Marie Fennell (Deed Book 1388, page 92) and through the lands now or formerly of William and Nellie Bundy (Deed Book 628, page 41, Third Parcel) by a curve to the right, said curve having a radius of 4,040.21 feet and an arc length of 100.00 feet, said arc having a chord bearing of South 66° 26' West and a chord distance of 100.00 feet to a P. K. Nail set in the centerline of said Township Road 407, said P. K. Nail being on a curve to the right and also being the southwest corner of the herein described parcel, the place of beginning.

CONTAINING 20,000 square feet or 0.459 acres together with an existing two-story frame dwelling, a water well and a septic area.

SUBJECT to any utility easements which may be of record.

SUBJECT to the northern right of way for Township Road 407 (33 foot right of way).

BEING a part of Parcel Number 19 on the Huston Township, Clearfield County Assessment Map Number 119-09-G2.

UNDER AND SUBJECT to restrictions as appear of record.

BEING a portion of the same premises, known as "Third Parcel", which was conveyed to William Bundy, et al., by deed of DuBois Deposit National Bank, Guardian of the Estate of Dalton R. Woodward, dated December 6, 1972, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 628, p. 41.

(2) To satisfy the costs against MARK A. MAINES, you are directed to levy upon any property of MARK A. MAINES and sell his interest therein.

Will Bundy
Prothonotary

Received July 16, 2004 @ 12:05 PM.

Chester A. Hartman

by Cynthia Butter-Augustine