

04-1514-CD  
DONALD L. BEVERIDGE, et al. vs. MOSHANNON CREEK, INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - EQUITY

DONALD L. BEVERIDGE and  
SHARON L. BEVERIDGE,

Plaintiffs

vs.

MOSHANNON CREEK, INC.,

Defendant

\*

\* No. 04-1514-02

\*

\* TYPE OF CASE: Equity

\*

\* TYPE OF PLEADING: Praecipe for Writ  
of Summons

\*

\*

\* FILED ON BEHALF OF: Plaintiffs

\*

\*

\* COUNSEL OF RECORD FOR

\* THIS PARTY:

\* David C. Mason, Esquire

\* Supreme Court I.D. 39180

\* Attorney at Law

\* P. O. Box 28

\* Philipsburg, PA 16866

\* (814) 342-2240

FILED  
01:08/01  
SEP 29 2004  
William A. Shaw  
Prothonotary/Clerk of Courts  
Attg pd- 85.00  
#3CC03  
Writs to Attg

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - EQUITY

DONALD L. BEVERIDGE and  
SHARON L. BEVERIDGE,

Plaintiffs

vs.

MOSHANNON CREEK, INC.,

Defendant

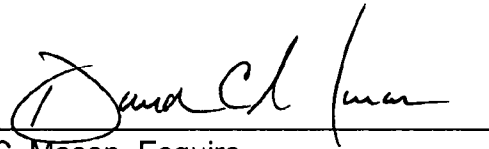
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**PRAECIPE FOR A WRIT OF SUMMONS**

TO THE PROTHONOTARY:

Please issue a Writ of Summons in the above-captioned action. This action concerns the land herein described as follows:

ALL those certain tracts of land situate in Morris Township, Clearfield County, Pennsylvania, and identified as Lots 9, 10, 25, and 26 on the brochure attached hereto as Exhibit "A," and as depicted on the map of Keller Engineers entitled "Moshannon Woods Subdivision for Moshannon Creek, Inc.", dated February 20, 2004, and revised June 18, 2004, attached as Exhibit "B."



David C. Mason, Esquire  
Attorney for Plaintiffs

DATED: Sept 29, 2004

Opportunity  
for Many  
Types of Buyers

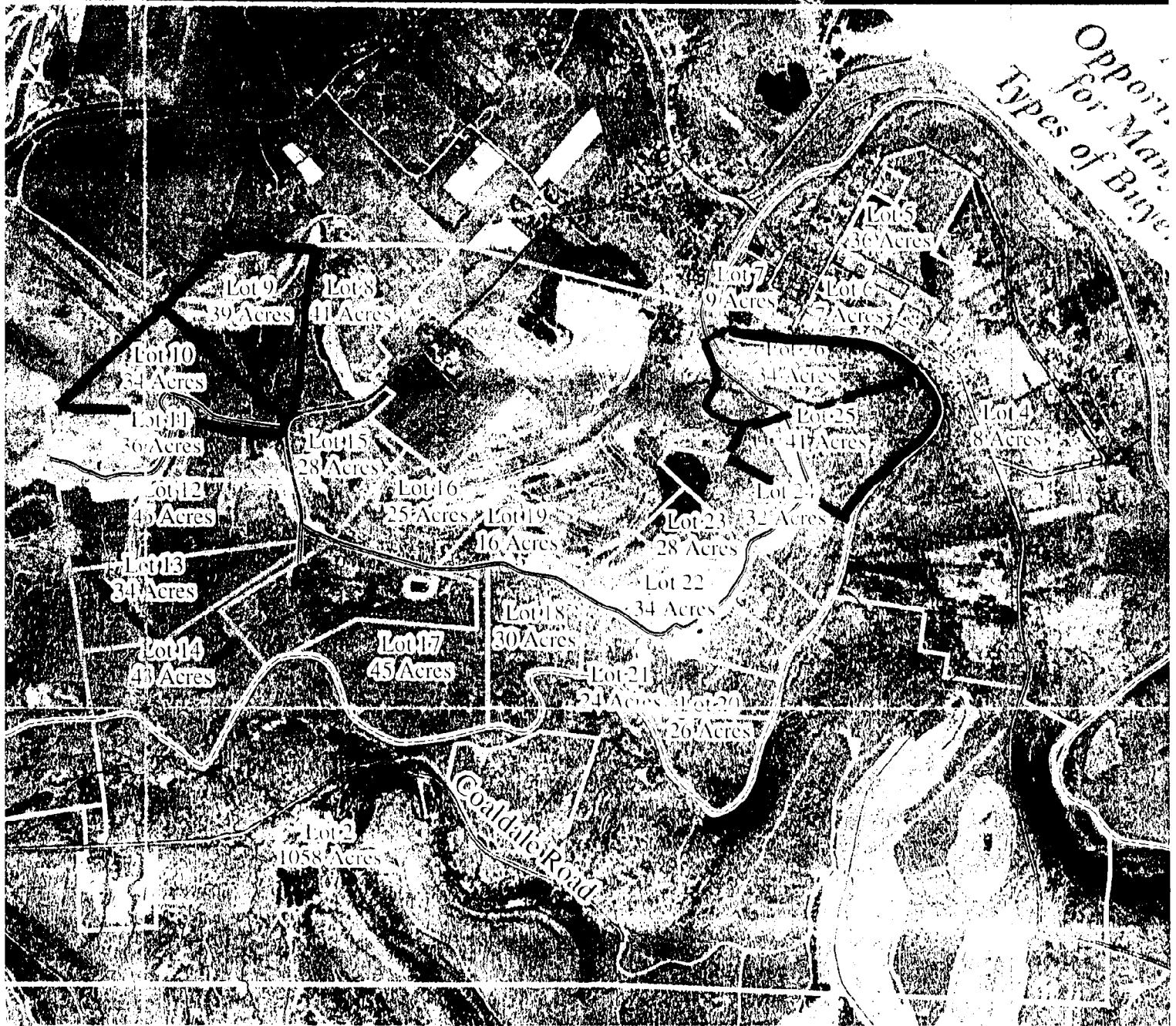


EXHIBIT  
"A"



**FILED**

**SEP 29 2004**

**William A. Shaw  
Prothonotary/Clerk of Courts**

**EX-103**

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION**

CC-11-12

**SUMMONS**

**Donald L. Beveridge  
Sharon L. Beveridge**

**Vs.**

**NO.: 2004-01514-CD**

**Moshannon Creek, Inc.**

TO: MOSHANNON CREEK, INC.

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 09/29/2004

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William A. Shaw  
Prothonotary

Issuing Attorney:

David C. Mason  
P.O. Box 28  
Philipsburg, PA 16866

Lis Pendens:

Filed by a Praecipe for Lis Pendens. Filed whenever the title to property is about to change. It's purpose is to notify third parties of the impending change in ownership. File in the Praecipe. The filing fee is the same as a judgment. There is no actual notice to produce, but the filing party needs to send a certified copy or notification to the opposing party. There is no statement. Docket the Praecipe and mark the certified copies on the docket. Do a disposition. Judgment type is Lis Pendens; disposition is open; there is no money as this is not an actual judgment; note property description in comments. See Prothonotary procedures manual page Y-1-1.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - EQUITY

DONALD L. BEVERIDGE and  
SHARON L. BEVERIDGE,

Plaintiffs

vs.

MOSHANNON CREEK, INC.,

Defendant

\*  
\* No. 04-1514-CD  
\*  
\* TYPE OF CASE: Equity  
\*  
\* TYPE OF PLEADING: Praecipe for Lis  
\* Pendens  
\*  
\* FILED ON BEHALF OF: Plaintiffs  
\*  
\* COUNSEL OF RECORD FOR  
\* THIS PARTY:  
\* David C. Mason, Esquire  
\* Supreme Court I.D. 39180  
\* Attorney at Law  
\* P. O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

FILED 3cc  
0/1:20/61 Atty Mason  
SEP 29 2004 Atty 20-20-00  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - EQUITY

DONALD L. BEVERIDGE and  
SHARON L. BEVERIDGE,

Plaintiffs

vs.

MOSHANNON CREEK, INC.,

Defendant

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\* No.  
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**PRAECIPE FOR LIS PENDENS**

TO THE PROTHONOTARY OF SAID COURT:

Please index the above captioned action as a lis pendens against the following real property:

ALL those certain tracts of land situate in Morris Township, Clearfield County, Pennsylvania, and identified as Lots 9, 10, 25, and 26 on the brochure attached hereto as Exhibit "A," and as depicted on the map of Keller Engineers entitled "Moshannon Woods Subdivision for Moshannon Creek, Inc.", dated February 20, 2004, and revised June 18, 2004, attached as Exhibit "B."

I hereby certify that this action affects title to or other interest in portions of the above described real property.

DATED: 9-29-04

  
David C. Mason, Esquire  
Attorney for Plaintiffs

Opportunity  
for Many  
Types of Buyers

Lot 9  
39 Acres

Lot 8  
41 Acres

Lot 7  
9 Acres

Lot 6  
7 Acres

Lot 5  
36 Acres

Lot 10  
34 Acres

Lot 20  
34 Acres

Lot 11  
36 Acres

Lot 15  
28 Acres

Lot 25  
41 Acres

Lot 4  
8 Acres

Lot 12  
45 Acres

Lot 16  
25 Acres

Lot 19  
16 Acres

Lot 23  
28 Acres

Lot 24  
32 Acres

Lot 13  
34 Acres

Lot 22  
34 Acres

Lot 14  
40 Acres

Lot 17  
45 Acres

Lot 18  
30 Acres

Lot 21  
24 Acres

Lot 20  
26 Acres

Lot 2  
1058 Acres

Coaldale Road



FILED

SEP 29 2004

William A. Stratton  
Prothonotary/Clerk of Courts

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

DONALD L. BEVERIDGE and  
SHARON L. BEVERIDGE,  
Plaintiffs

vs.

MOSHANNON CREEK, INC.  
Defendant

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No. 04-1514-CD

**ENTRY OF APPEARANCE & ACCEPTANCE OF SERVICE**

TO THE PROTHONOTARY:

I, Louis T. Glantz, hereby enter my appearance on behalf of the Defendant Moshannon Creek, Inc. and hereby accept service of the Praecept for Writ of Summons and Praecept for Lis Pendens filed in connection with the above-captioned matter.

Respectfully submitted:

GLANTZ, JOHNSON & ASSOCIATES

Dated: 11/19/04

BY: 

Louis T. Glantz, Esq. #31657  
1901 E. College Ave.  
State College, Pa 16801  
(814) 238-2491  
Attorney for Moshannon Creek, Inc.

FILED NO CC  
NOV 22 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

DONALD L. BEVERIDGE and  
SHARON L. BEVERIDGE,  
Plaintiffs

vs.

MOSHANNON CREEK, INC.  
Defendant

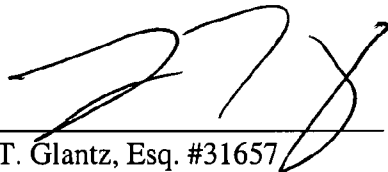
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No. 04-1514

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was deposited in the United States Mail, postage prepaid, in State College, Pennsylvania, on the 19 day of November, 2004, addressed to the following:

David C. Mason, Esquire  
409 N. Front St.  
PO Box 28  
Philipsburg, PA 16866  
Of counsel for Plaintiffs



Louis T. Glantz, Esq. #31657  
1901 E. College Ave.  
State College, Pa 16801  
(814) 238-0221  
Attorney for Moshannon Creek, Inc.

**FILED**  
**NOV 22 2004**  
William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - EQUITY

DONALD L. BEVERIDGE and  
SHARON L. BEVERIDGE,

Plaintiffs

vs.

MOSHANNON CREEK, INC.,

Defendant

\*  
\* No. 04-1514-CD  
\*  
\* TYPE OF CASE: Equity  
\*  
\* TYPE OF PLEADING: Complaint  
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\*  
\* FILED ON BEHALF OF: Plaintiffs  
\*  
\*  
\* COUNSEL OF RECORD FOR  
\* THIS PARTY:  
\* David C. Mason, Esquire  
\* Supreme Court I.D. 39180  
\* Attorney at Law  
\* P. O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

FILED 300  
01/10:37 AM  
JUL 07 2005  
Atty Mason  
CW

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - EQUITY

DONALD L. BEVERIDGE and  
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Plaintiffs

vs.

MOSHANNON CREEK, INC.,

Defendant

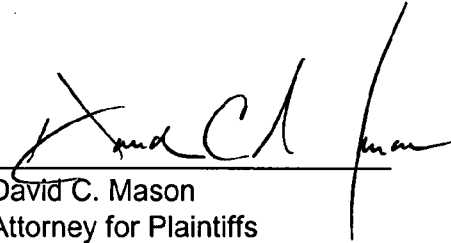
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**NOTICE**

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 an 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 Plaintiffs. 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 CAN GET LEGAL HELP.

David Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

  
\_\_\_\_\_  
David C. Mason  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - EQUITY

DONALD L. BEVERIDGE and  
SHARON L. BEVERIDGE,

Plaintiffs

vs.

MOSHANNON CREEK, INC.,

Defendant

\*  
\* No. 04-1514-CD  
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**COMPLAINT**

**AND NOW**, come the Plaintiffs, **DONALD A. BEVERIDGE** and **SHARON L. BEVERIDGE**, his wife, by their Attorney, David C. Mason, Esquire, of 409 North Front Street, P. O. Box 28, Philipsburg, Pennsylvania, 16866, and files this Complaint upon the Defendant, of which the following are averments of facts:

1. Plaintiffs are Donald A. Beveridge and Sharon L. Beveridge, his wife, whose principal address is P.O. Box 128, Hawk Run, Pennsylvania, 16840.

2. Defendant is Moshannon Creek, Inc., which, upon information and belief, is a Pennsylvania business corporation with an office at 1801 Oberlin Road, Middletown, Pennsylvania, 17057-2953.

3. On or about July 27, 2002, Defendant, through its agent Scherrer Auctions, conducted an auction of real estate located partly in Clearfield County and partly in Centre

County consisting, by its admission, of "2600 acres of recreational land". Attached as Exhibit "A" is a photocopy of the auction brochure, consisting of six (6) pages.

4. On the date of the auction Plaintiffs were the successful bidders for the parcels identified on Defendant's brochure as Lots 9, 10, 25 and 26. Attached hereto as Exhibit "B" is an invoice generated by Scherrer Auctions for the lots.

5. Attached as Exhibit "C" are three pages of receipts from Scherrer Auctions for Lots 9 & 10, 25 & 26.

6. Following the auction and the issuance of the invoice identified as Exhibit "B", Scherrer Auctions notified the Plaintiffs that their bids for the aforementioned parcels would not be accepted unless the bids were increased by Ten Thousand (\$10,000.00) Dollars. Attached as Exhibit "D" is a one page revised receipt for Lots 9 & 10, 25 & 26.

7. Since the date of the auction Plaintiffs have been prepared to, and remain ready, willing and able to conclude the sale and purchase Lots 9, 10, 25 and 26, pursuant to the configurations of the auction brochure at the sales prices set forth in the revised invoices.

8. Plaintiffs have patiently awaited Defendant's completion of the subdivision plan before proceeding to closing.

9. Upon final survey the acreage to be sold to Plaintiffs was determined to be less than originally anticipated, and pursuant to the auction terms and conditions, the final price would be adjusted downward.

10. Following completion of the subdivision lots 9, 10, 25 and 26 consist of 140.40 acres, were renumbered and are described as follows:

**LOT #2 OF MOSHANNON WOODS SUBDIVISION**

**ALL** those certain pieces or parcels of ground, lying and being situate in Morris Township, Clearfield County, Pennsylvania, being more particularly bounded and described as follows:

## **LOT #2 OF MOSHANNON WOODS SUBDIVISION**

**BEGINNING** at a point on the Westerly proposed right-of-way line of Colorado Road (Township Road 704 fifty foot right-of-way), said point being at the common corner with Lot 3 of the below referenced Subdivision Plan; thence along said Lot 3 **SOUTH 52 DEGREES 50 MINUTES 40 SECONDS WEST 2526.86 FEET** to an iron pin on the common line with lands now or formerly of Dorothy M. Hess; thence along said Hess lands and along lands now or formerly of John C. Turner et al **NORTH 12 DEGREES 11 MINUTES 20 SECONDS EAST 1560.79 FEET** to a point; thence along lands intended to be conveyed to Donald and Sharon Beveridge **SOUTH 86 DEGREES 05 MINUTES 01 SECONDS EAST 1332.42 FEET** to a point; thence along the same **NORTH 39 DEGREES 54 MINUTES 48 SECONDS EAST 406.27 FEET** to a point on the said westerly proposed right-of-way line of Colorado Road; thence along said right-of-way line and along a curve turning to the left with an arc length of **142.98 FEET**, with a radius of **224.53 FEET**, with a chord bearing of **SOUTH 15 DEGREES 19 MINUTES 22 SECONDS EAST**, with a chord length of **140.58 FEET** to a point; thence along the same **SOUTH 33 DEGREES 28 MINUTES 15 SECONDS EAST 63.42 FEET** to a point; thence along the same and along a curve turning to the left with an arc length of **38.63 FEET**, with a radius of **645.00 FEET**, with a chord bearing of **SOUTH 35 DEGREES 11 MINUTES 12 SECONDS EAST**, with a chord length of **38.62 FEET** to the point and place of beginning and containing 28.643 acres.

**BEING** more fully shown as Lot 2 of the Moshannon Woods Subdivision as prepared by Keller Engineers, Inc., of Hollidaysburg, Pennsylvania, last revised June 18, 2004, and indexed as Project Number 859-3.

**BEING** a portion of the tract of land title to which became vested in the grantor herein by Deed as recorded in Clearfield County Instrument Number 200403235.

Property is subject to any and all easements, restrictions and right-of-ways recorded or as shown on the above referenced Subdivision Plan.

## **LOT #9 OF MOSHANNON WOODS SUBDIVISION**

**BEGINNING** at a point at the common corner with Lots 7 and 8 of the below referenced Subdivision Plan; thence along said Lot 7 **NORTH 05 DEGREES 46 MINUTES 45 SECONDS EAST 282.64 FEET** to a point; thence along the same **NORTH 65 DEGREES 43 MINUTES 56 SECONDS WEST 813.72 FEET** to a point; thence along the same **NORTH 15 DEGREES 05 MINUTES 24 SECONDS WEST 416.32 FEET** to a point in the center of Moshannon Creek; thence along the center of Moshannon Creek **NORTH 75 DEGREES 07 MINUTES 26 SECONDS EAST 11.82 FEET** to a point; thence along the same **NORTH 53 DEGREES 18 MINUTES 45 SECONDS EAST 531.80 FEET** to a point; thence along the same **NORTH 44 DEGREES 09 MINUTES 19 SECONDS EAST 236.41 FEET** to a point; thence along the same **NORTH 44 DEGREES 30 MINUTES 20 SECONDS EAST 472.66 FEET** to a point; thence along the same **NORTH 58 DEGREES 41 MINUTES 32 SECONDS EAST 277.20 FEET** to a point; thence along the same **NORTH 76 DEGREES 34 MINUTES 36 SECONDS EAST 238.17 FEET** to a point; thence along the same **NORTH 87 DEGREES 07 MINUTES 48 SECONDS EAST 191.92 FEET** to a point; thence along the same **SOUTH 82 DEGREES 14 MINUTES 45 SECONDS EAST 244.52 FEET** to a point; thence along the same **SOUTH 70 DEGREES 30 MINUTES 46 SECONDS EAST 126.87 FEET** to a point; thence along the same **SOUTH 48 DEGREES 56 MINUTES 45 SECONDS EAST 246.43 FEET** to a point; thence along the same **SOUTH 10 DEGREES 28 MINUTES 46 SECONDS EAST 214.53 FEET** to a point; thence along the same **SOUTH 05 DEGREES 56 MINUTES 26 SECONDS WEST 769.78 FEET** to a point; thence along the same **SOUTH 02 DEGREES 45 MINUTES 57 SECONDS EAST 202.31 FEET** to a point; thence along the same **SOUTH 06 DEGREES 45 MINUTES 41 SECONDS EAST 234.21 FEET** to a point at the common corner with Lot 8; thence along said Lot 8 **SOUTH 72 DEGREES 52 MINUTES 46 SECONDS WEST 1377.78 FEET** to a point; and place of beginning, having an area of 69.118 acres.

**BEING** more fully shown as Lot 9 of the Moshannon Woods Subdivision as prepared by Keller Engineers, Inc., of Hollidaysburg, Pennsylvania, last revised June 18, 2004, and indexed as Project Number 859-3.

**BEING** a portion of the tract of land title to which became vested in the grantor herein by deed as recorded in Clearfield County Instrument Number 200403235.

Property is subject to any and all easements, restrictions and right-of-ways recorded or as shown on the above referenced Subdivision Plan.

Property may also be subject to certain rights acquired by R. J. Corman Railroad Company/Pennsylvania Lines Inc., by deed from Consolidated Rail Corporation by deed dated December 29, 1995, and recorded in Clearfield County Deed Book Volume 1730 at Page 89.

#### **LOT # 9A OF MOSHANNON WOODS SUBDIVISION**

**BEGINNING** at a point on the Westerly side of Foster Street and on the Western corner of Lot #9; thence **SOUTH 15 DEGREES FIVE MINUTES TWENTY-FOUR SECONDS EAST 416.32 FEET** to a point; thence continuing along Lot #9 **SOUTH 65 DEGREES FORTY-THREE MINUTES FIFTY-SIX SECONDS EAST 813.72 FEET** to a point; thence **SOUTH FIVE DEGREES FORTY-SIX MINUTES FORTY-FIVE SECONDS WEST 282.64 FEET** to the common corner of Lots 8 & 9; thence in a Southwesterly direction approximately 300 feet more or less to the Northeastern corner of lands n/f of Raymond Staudt; thence along the Staudt lands **NORTH 84 DEGREES FOURTEEN MINUTES FIFTEEN SECONDS WEST 1090.00 FEET** to a point on line of lands n/f of James and Dorothy Cantolina; thence along the lands of Cantolina **NORTH FIVE DEGREES FORTY-SIX MINUTES FORTY-FIVE SECONDS EAST 498.50 FEET** to a point on line of lands n/f of James and Dorothy Cantolina; thence continuing along the line of lands of James and Dorothy Cantolina the following courses and distances: **NORTH 71 DEGREES FORTY-FIVE MINUTES TWELVE SECONDS EAST 40.53 FEET** to a railroad rail; thence **NORTH TEN DEGREES TWENTY-SIX MINUTES NINETEEN SECONDS WEST 260.71 FEET** to a railroad rail; thence **NORTH TWENTY-THREE DEGREES FIFTY-THREE MINUTES FOURTEEN SECONDS WEST**

**237.16 FEET** to a found pipe; thence **NORTH SEVENTY DEGREES TWENTY-NINE MINUTES FORTY-THREE SECONDS EAST 233.52 FEET**; thence **NORTH TWENTY-FOUR DEGREES FOUR MINUTES FIFTY-THREE SECONDS WEST 133.91 FEET** to a point on line of lands n/f of Miller; thence along the same **SOUTH SIXTY-ONE DEGREES THIRTY-TWO MINUTES THIRTY-SIX SECONDS EAST 97.11 FEET**; thence **NORTH SEVENTY-FIVE DEGREES SEVEN MINUTES TWENTY-SIX SECONDS EAST 180.68 FEET** to the point or place of beginning. **CONTAINING 22.88 ACRES** and **BEING** proposed Lot #9A as a Lot addition to Lot #9 of the Moshannon Woods Subdivision for Moshannon Creek, Inc., prepared by Keller Engineers.

**LOT ADDITION TO BEVERIDGE OF  
MOSHANNON WOODS SUBDIVISION**

**BEGINNING** at a point on the Westerly side of Colorado Road (T-704) at the corner of Lot #2 and this parcel; thence **SOUTH THIRTY-FOUR DEGREES FIFTY-FOUR MINUTES FORTY-FOUR SECONDS WEST 4.27 FEET** to a point; thence **NORTH FORTY-SIX DEGREES FIVE MINUTES ONE SECOND WEST 1332.42 FEET** to a point on line of land n/f of John C. Turner; thence along line of lands of Turner **NORTH TWELVE DEGREES ELEVEN MINUTES TWENTY SECONDS EAST** a distance of **842.04 FEET** to a corner of land n/f of John William and Janis Ivicic; thence **NORTH FORTY-TWO DEGREES SEVENTEEN MINUTES TWENTY-FOUR SECONDS EAST 438.22 FEET** to a point; thence **SOUTH SIXTEEN DEGREES THREE MINUTES TWENTY-SIX SECONDS EAST 312.04 FEET** to a point on line of lands n/f of Don and Sharon Beveridge; thence **SOUTH THIRTY-FOUR DEGREES FORTY-TWO MINUTES EIGHT SECONDS WEST A DISTANCE OF 536.08 FEET**; thence continuing along line of lands n/f of Don and Sharon Beveridge **SOUTH THIRTY-FIVE DEGREES FORTY-FOUR MINUTES TWELVE SECONDS EAST 938.15 FEET** to a point; thence **NORTH THIRTY-TWO DEGREES FIFTY-FOUR MINUTES EIGHTY-EIGHT SECONDS EAST 443.84 FEET** to a point; thence **SOUTH FIFTY DEGREES THREE MINUTES TWENTY-SIX SECONDS EAST 11.01 FEET** to a point on the Westerly side of Colorado Road (T-704); thence along the Westerly line of right of way line of Colorado Road on a curve: Radius **224.53**



**FEET; Arc 92.04 FEET; Chord length 91.39 FEET; Chord bearing SOUTH FOURTEEN DEGREES THIRTY-NINE MINUTES FORTY-SEVEN SECONDS WEST (Delta Angle TWENTY-THREE DEGREES TWENTY-NINE MINUTES NINE SECONDS) to the point or place of beginning. CONTAINING 19.775 ACRES** and identified on the Moshannon Woods Subdivision for Moshannon Creek, Inc., as "Lot Addition to Beveridge".

11. The gross sales price due Seller from Buyers is \$33,107.22.

12. Buyers tendered unto Seller on July 27, 2002, the sum of \$6,378.00 as an earnest money deposit.

13. Buyers stand ready, willing and able to conclude their performance of the contract by tendering to Seller the balance of the purchase price and Buyers' portion of closing costs and recording fees.

14. Defendant has wholly failed to perform on its part of the Agreement of Sale, by not tendering a Deed.

15. Defendant has failed to finalize the subdivision to conform to the Agreement of Sale based upon property lines indicated at the auction, and disclosed in the auction brochure.

**WHEREFORE,** Plaintiffs pray your Honorable Court to enter an Order:

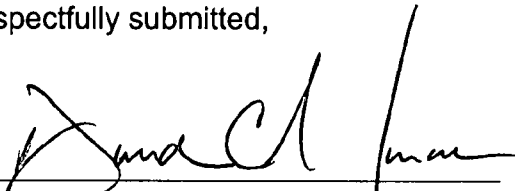
A. That Defendant be enjoined, preliminarily, until final hearing and permanently thereafter from mortgaging or encumbering the property in any way, and from selling or conveying the same or any part thereof to any person other than the Plaintiffs.

B. That Defendant be ordered to specifically perform the Agreement of Sale and by good and sufficient deed convey the premises and every part thereof with marketable title and free of all encumbrances to the Plaintiffs in fee simple and legally sign, acknowledge and deliver the deed to Plaintiffs in proper legal form, and accept in consideration thereof

the agreed purchase price, which Plaintiffs now here offer;

C. such other general relief as may be just and proper.

Respectfully submitted,



David C. Mason, Attorney for Plaintiffs

**VERIFICATION**

We, **DONALD A. BEVERIDGE** and **SHARON L. BEVERIDGE**, husband and wife,  
do hereby verify that the facts set forth in the foregoing **COMPLAINT** are true and correct  
to the best of our knowledge, information and belief. This verification is made subject to  
the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

DATED: July 1, 2005 Donald A. Beveridge  
Donald A. Beveridge

DATED: July 1, 2005 Sharon L. Beveridge  
Sharon L. Beveridge



# AUCTION


## MOSHANNON WOODS

2600 ACRES OF RECREATIONAL LAND

LOCATED IN CENTRE & CLEARFIELD COUNTIES  
IN CENTRAL PENNSYLVANIA NEAR STATE COLLEGE & PHILIPSBURG

**SATURDAY JULY 27TH, 2002 10:00 A.M.**

AUCTION HELD AT:  
CHESTER HILL HOSE COMPANY, 302 WALTON STREET, CHESTERHILL, PA



### *An Opportunity for Many Types of Buyers!*

**FOR THE OUTDOOR SPORTS ENTHUSIAST:** Numerous wildlife abound.

**FOR THE NATURE LOVER:** Find paths, scenic trails, meandering streams and abundant wildlife in their natural habitat.

**FOR THE GOLF COURSE DEVELOPER:** All the makings of a Golf course.

**FOR THE COUNTRY GENTLEMAN:** Acquire the acreage of your choice that will expand your horizon and suit your needs best (Horse, Recreation, Horticulture, Privacy and Quietude).

**FOR THE HOMEBUYER:** Savor the intense beauty of these peaceful homesites.

**FOR THE RETIREE:** Enjoy the peace and seclusion of country living just minutes away from the conveniences of a friendly urban area.

**FOR THE CITY DWELLER:** Take a break from your fast-paced big-city life by making one of these lovely tracts for your weekend getaway.

**FOR THE INVESTOR:** Acquire naturalistic land NOW at your price and watch it appreciate in value for potential profit.

Information can be obtained locally from:

**REALTY WORLD  
REITER AGENCY**  
Frances "Cookie" Maryman  
500 South Centre St. PO Box 704  
Philipsburg, PA 16866  
814-342-1664

**SCHERRER**  
**AUCTIONS**

808 Borden Road  
Cheektowaga, NY 14227  
1-800-536-1401 • Fax 716-656-1438

[www.scherrerauctions.com](http://www.scherrerauctions.com)  
Email [russ@scherrerauctions.com](mailto:russ@scherrerauctions.com)

Russ Scherrer, Auctioneer  
PA License # AU-003524R

# AUCTION

## MOSHANNON WOODS

Saturday, July 27th, 2002 10:00 A.M.



Lot 1  
6 Acres

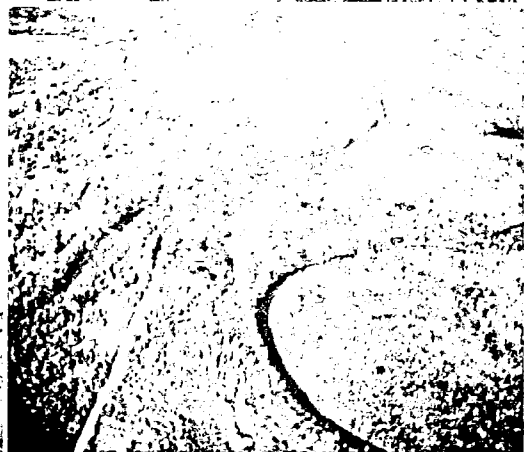
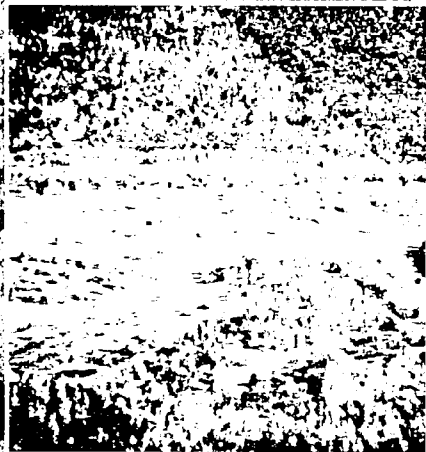
PA 504

2600

Acres of  
Recreational  
Land

Lot 3  
398 Acres

*An  
Opportunity  
for Many  
Types of Buyers!*





## AUCTION TERMS AND CONDITIONS

**PROCEDURE:** At Auction (10:00 a.m.), the property will be offered in 26 tracts, any combination of tracts, and as an entire property. Bids on tracts, tract combinations, and the total parcel may compete. The property will be sold in the manner resulting in the highest total sale price, subject to acceptance by the seller. All bidding will be in lump sum total dollars per tract or combination of tracts as may be the case. All bidding will be kept open after the real property is struck down, and in case any bidder shall fail to comply with any of the terms and conditions of sale herein contained, the premises so struck down to him will be again put up for sale under the direction of the seller, under these same terms and conditions of sale, without application to any court, unless the seller shall elect to make such application.

**ONLINE BIDDING:** Will be part of this auction and will be conducted simultaneously with live audio. All bidders must sign a bidder package, initial each page and have main document notarized. All online bidders must provide a certified check in the amount of \$5,000, along with all necessary information for immediate credit card approval up to the 20% deposit. Buyer's premium for online bidding will be 13%.

**CERTIFIED CHECK:** In order to register to bid at the auction, each prospective bidder will be required to provide a \$5,000 certified check made payable to Scherrer Auctions Inc. If the registered bidder is successful in purchasing at the auction, the \$5,000 will be retained and applied against the 20% down payment required. If the registered bidder is not successful, the \$5,000 check will be returned.

**DOWN PAYMENT:** Twenty percent (20%) down payment on the day of the auction, upon signing a contract to purchase. The down payment above the initial \$5,000 deposit can be paid in cash, personal, corporate check, or cashier's check. (The successful bidder shall be required to pay auctioneer's buyer's premium of ten percent (10%) of the bid price in addition to the ten percent (10%) deposit equaling twenty percent (20%). The remainder of the purchase price is payable by certified check or wire transfer of funds at closing. Keep in mind that YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be certain that you have arranged financing if you need it and are capable of paying cash at closing.

**ALL PROPERTY OFFERED FOR SALE IN CENTRE COUNTY, PENNSYLVANIA, BE SUBJECT TO THE FOLLOWING CONDITIONS:**

All properties are existing Centre County tax parcels as described on the legal descriptions.

Each parcel is sold "as is — where is" with no representations as to building suitability, water availability, and/or on-lot septic availability.

THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY. SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT PROVIDES THAT NO PERSON SHALL INSTALL, CONSTRUCT, REQUEST BID PROPOSALS FOR CONSTRUCTION, ALTER, REPAIR OR OCCUPY ANY BUILDING OR STRUCTURE FOR WHICH AN INDIVIDUAL SEWAGE SYSTEM IS TO BE INSTALLED, WITHOUT FIRST OBTAINING A PERMIT. BUYER IS ADVISED BY THIS NOTICE THAT, BEFORE SIGNING THIS AGREEMENT, BUYER SHOULD CONTACT THE LOCAL AGENCY CHARGED WITH ADMINISTERING THE ACT TO DETERMINE THE PROCEDURE AND REQUIREMENTS FOR OBTAINING A PERMIT FOR AN INDIVIDUAL SEWAGE SYSTEM. THE LOCAL AGENCY CHARGED WITH ADMINISTERING THE ACT WILL BE THE MUNICIPALITY WHERE THE PROPERTY IS LOCATED OR THAT MUNICIPALITY WORKING COOPERATIVELY WITH OTHERS.

Accesses to the individual parcels are as depicted in the sales brochure and may or may not include access along a paved publicly maintained road.

**CLOSING:** Closing on Centre County lots will take place within (45) days of the auction date. The seller and/or auctioneer are not required to send any notices to the successful bidder, if said bidder fails to appear at the closing at the time and date therefore to receive his deed he will be charged an interest at 12% per annum thereafter on the whole amount of his purchase price unless seller deem it proper to extend the time for completion of said purchase. Sellers at their option may if the bidder fails to appear at said closing or fails to contact the sellers through their attorney to request and receive an extension of time declares said bidder in default and retain all monies paid on account of the purchase as liquidated damages for the seller. At the time of closing, the buyer shall be responsible for the payment of all real estate transfer taxes (2%), all buyer's attorney fees, and other closing costs. Real estate taxes will be prorated on a daily basis and the seller will be responsible for the preparation and delivery of special warranty deed naming the buyers.

**POSSESSION:** Possession shall be given at closing. Premises will be taken subject to all zoning ordinances and building restrictions in effect at time of closing, any easement restrictions of record.

**ACCEPTANCE OF BID PRICES:** Successful bidders will sign a contract to purchase immediately following the close of bidding at the auction. The form of the contract that will be executed will be available for review. All final bid prices are subject to approval by the seller. The sellers reserve the right to withdraw any parcel of real property from the sale and to reject any and all bids and sales.

**SURVEY:** A survey will be provided by the seller for any parcel where there is no existing legal description of where new boundaries are created by the tract divisions. Closing prices shall be based on gross acres as advertised. If the gross acres shown by the survey differ from those advertised and bid upon, the closing price will be adjusted up or down, as the case may be, by an amount equal to the effective per acre price bid (based on advertised acreage) times the difference between advertised acreage and surveyed acreage.

**TITLE:** Title shall be conveyed by the seller free and clear of all liens and encumbrances, excepting easements or restrictions visible by physical inspection; and excepting existing utility easements and restrictions of record; provided the foregoing exceptions do not render the title unmarketable; otherwise title shall be good and marketable and such as will be certified to by a member of the Pennsylvania Bar or insured by a title company at regular rates.

**MINERAL RIGHTS:** No representations are made regarding mineral rights, including coal, gas, or oil. While it is believed title conveyed will include these mineral rights, each buyer shall conduct their own title search to ascertain the existence or non-existence of mineral rights including gas, coal, oil and other minerals.

**SPECIAL CONDITIONS REGARDING SALE OF CLEARFIELD COUNTY PROPERTY:** In addition to the provisions regarding Centre County property, the following provisions regarding Clearfield County shall pertain to those parcels sold in Clearfield County. To the extent any of these conditions contradict the Centre County provisions, the Clearfield County provisions shall prevail with regard to Clearfield County property.

**SURVEY:** The parcels are described as accurately as possible but have not yet been formally surveyed and/or subdivided. Each buyer agrees that during the pendency of the survey and subdivision process, the buyer's money will be held in a separate escrow account. In the event the seller fails to complete the survey and/or subdivision prior to the end of 2002, all funds held in the escrow account including any interest earned thereon, will be returned to the buyer.

Upon completion of the survey and subdivision, the buyer agrees to close within 15 days.

**CLOSING COSTS:** In addition to the closing costs for Centre County property, the buyer agrees to pay \$\_\_\_\_\_ towards the survey and/or subdivision costs of the buyer's individual parcel(s) purchased. The buyer will be given credit for any interest earned on the escrow deposit on the Buyer's funds.

The property actually conveyed to the buyer will be as close as possible to the property described on the day of sale. Minor variations may occur.

**ACCESS:** Access to each individual property may or may not be along existing public paved or unpaved streets and may require access along shared private easements. The buyer will be solely responsible for the costs of construction of such private easements and future maintenance costs of these easements.

Inability of the seller to complete the survey and/or subdivision. If for any reason the seller is unable to complete the survey and/or subdivision, whether due to the fault of the seller, fault of the buyer, or third parties on or before December 31, 2002, the deposit monies will be refunded to the buyers together with any interest earned thereon, and this contract shall be void and of no further effect. The parties agree that upon this date if the subdivision is not complete, and upon refund of the money and interest as stated above, the seller shall bear no further responsibility to the buyer(s).

**BROKER PARTICIPATION:** Broker participation is highly encouraged. Please contact the Auction Company for a broker participation form. A co-brokerage fee will be paid to the appropriately licensed real estate broker whose prospect successfully closes on any portion of the property, subject to the terms and conditions outlined on the broker participation form.

**DISCLAIMER AND ABSENCE OF WARRANTIES:** The property is being sold on an "as is, where is" basis, and no warranty or representation, either express or implied, concerning the property is made by the Seller, Moshannon Creek, Inc., Adams Trust and or their agents. Each bidder is responsible for conducting its own independent inspections, investigations and all due diligence concerning the property, its environmental condition, and the auction. Information contained in this brochure is subject to verification by all parties relying on it. All diagrams and dimensions in this brochure are approximate. Acres are estimates and may be subject to final survey. All information contained in this brochure and any related materials are subject to the terms and conditions of sale outlined in the purchase contract. Auction conduct and bidding increments are at the direction and discretion of the auctioneer. All decisions of the auctioneer are final. The seller and the Auction Company reserve the right to preclude anyone from bidding if there is a question as to the person's credentials, fitness, intent, etc. **ANNOUNCEMENTS MADE BY THE AUCTIONEER AT THE TIME OF SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

**AGENCY DISCLOSURE:** In this auction, Moshannon Creek, Inc., Adams Trust, Scherrer Auctions, Inc. and their staff are the seller's agents and have a fiduciary duty to the seller. If you have any questions regarding the agency, please call our office or your attorney.

**NOTE:** Please arrive prior to the scheduled auction time to inspect any changes, corrections, or additions to the property information. Video taping photography or public announcements will be allowed on auction day ONLY with prior approval from the Auction Company.



# MOSHANNON WOODS

2600 ACRES OF RECREATIONAL LAND

LOCATED IN CENTRE & CLEARFIELD COUNTIES  
IN CENTRAL PENNSYLVANIA NEAR STATE COLLEGE & PHILIPSBURG

**SATURDAY JULY 27TH, 2002 10:00 A.M.**

## LOCATION

The property is located adjacent to the East of Philipsburg, in the heart of Pennsylvania. The property is divided by Moshannon Creek, which is the boundary between Clearfield and Centre Counties. Approximately two-thirds of the land is in Centre County and one-third of the property is located in Clearfield County. The Centre County portion is located in Rush Township. The Clearfield County portions are located in Morris Township.

- I-80 located to north with interchanges 20 (Woodland) and 21 (Kylertown) providing access to State College and Penn State University (Home of The Nittany Lions)
- PA 350 ties the area to I99 and Altoona
- PA 53 links communities in the Moshannon Valley
- PA 504 access to Black Moshannon State Park

## WATER

The land is covered with numerous springs, flowing throughout the watershed area into Moshannon Creek. Moshannon Creek flows through the property for approximately four (4) miles. Most surface water springs are not contaminated; however some of the springs flowing from non-reclaimed coal mining areas are contaminated with iron oxide. Public water from Morris Township serves Casanova and has a four (4) inch supply line installed to the northeast corner of the property. There is also public water at the southeast corner of the property. The Water Company has just completed a study of major water sources to supplement their water supply for public distribution. The study revealed five (5) sites that appear to have extremely high volumes of water available at about 500 feet. All five (5) sites are located on the Moshannon Creek property. The owners have authorized the Water Company to drill test sites and if they find adequate supply, we will enter into an agreement providing water to the Water Company and the community.

## ELECTRICITY

Electricity is available at the eastern and western most portions of the property and along Coaldale Road to the center of the property.

## SEWAGE

There is no public sewage available on the property except on the Philipsburg side. Township officials at nearb townships have installed public sewer to within about five (5) miles of the property on the north side to Hawk Run. Plans are being developed to bring public sewer through Casanova and to the Moshannon Creek property if development is eminent. Sub-soil septic systems can be installed anywhere on the property subject to perk tests. Private studies are being done by the owners to determine the feasibility of a private treatment plant on the property.

## PRIVATE USE

There are approximately ten (10) small parcels of land located within the boundary of the property that are owned by other private individuals. Most have built homes, have wells and septic systems that work adequately.

## CORRIDOR O

The Interstate Highway 99 Study is also known as "Corridor O Study". This new interstate highway will connect at Port Matilda and go north, bypassing Philipsburg, to the Interstate 80, Exit 20 interchange. Various routes around Philipsburg are being considered. Recent public meetings have been held to present six (6) or seven (7) options, several of which go through the westernmost portion of the Moshannon Creek property. There should also be an access interchange probably located near or on the property. It is expected that a final decision will be made within three (3) years; construction will be completed within five (5) years.

The Pennsylvania Department of Transportation and their project tear are committed to involving the residential and local business community in every stage of the development process. If you have questions about this process a toll free Corridor O hotline has also been set up for your convenience at 1 877-199-2180 (1 877-4992480), or visit them online at Making Connections: The Corridor O Web Site.

## STATE PARK

One of the most beneficial amenities to the Moshannon Creek property is the Black Moshannon State Park. It is located about four (4) miles from the property. You can view a live web cam of Moshannon State Forest at Fall In, PA.

The name Moshannon is a Native American name (Moss-Hanne, meaning "Moose Stream") given to the stream running though the park.

It has a large lake for boating (non-powered or electric boats are permitted) and fishing. The lake provides warm water game fish and panfish. Black Moshannon Creek, below the lake, contains trout. Trout fisherman can enjoy their sport in several nearby streams which include Six Mile Run, Black Bear Run and Bald Eagle Creek. Pennsylvania Fish Commission regulations apply.

A 16-mile trail network invites you to explore the park on foot. 2 miles of trails provide access to additional trails on State Forest Land for mountain bikes.

There are over 3,000 acres that are open to hunting, trapping and training of dogs. Common game species in the park are deer, wild turkey, bear, grouse and squirrel.

Black Moshannon State Park isn't just for hunting and fishing. They also offer 4 picnic areas with 250 picnic tables for year round enjoyment. Environmental education is a seasonal interpretive program from Memorial Day to Labor Day, featuring evening campfires programs, guided nature hikes and much more. Also sports fans can benefit from the feature at the park. Ice-skating is enjoyed by many on the rest of the lake. Cross-country skiers have access to a 12-mile trail network used by Nordic skiers. A cross-country skiing concession rents skis and ice skates. Registered snowmobiles may use designated trails in the park and state forest daily after antlerless deer season in late December.

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Russ Scherrer, Auctioneer  
PA License # AU-003524R

## AUCTION MOSHANNON WOODS

2600 ACRES OF RECREATIONAL LAND  
LOCATED IN CENTRE & CLEARFIELD COUNTIES  
IN CENTRAL PENNSYLVANIA NEAR  
STATE COLLEGE & PHILIPSBURG

**SATURDAY JULY 27TH, 2002  
10:00 A.M.**

AUCTION HELD AT:  
CHESTER HILL HOSE COMPANY  
302 WALTON STREET, CHESTERHILL, PA

AXP/206280

### DIRECTIONS TO MOSHANNON WOODS:

The property is located approximately four miles south of Exit 21 (Kylertown) off Interstate 80 near Winburne

**FROM THE NORTH:** State Route 53 and Route 558

**FROM SOUTH:** Routes 322 and 504

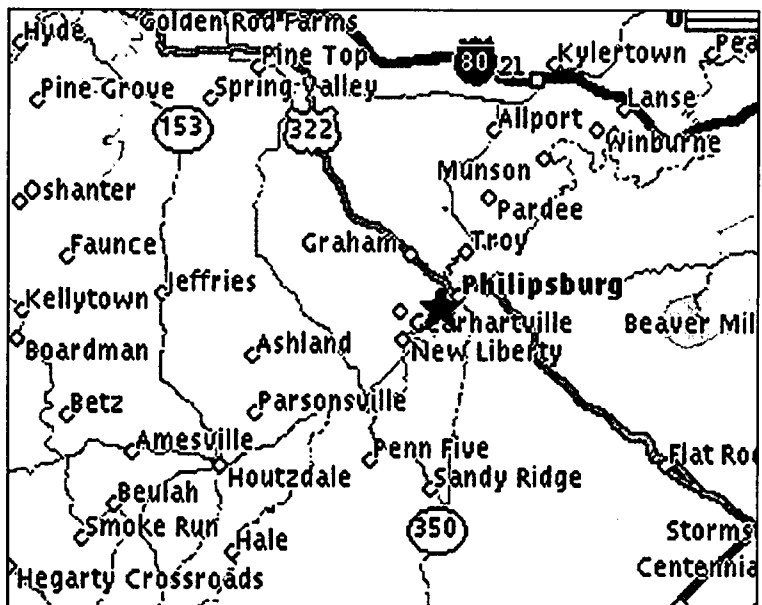
**FROM EAST:** Interstate 80 and Township Road 958, Philipsburg, Loch Lomond and

**FROM THE WEST:** Coaldale Road

Airport, hotel, car rental and site descriptions can be obtained from our website [www.scherrerauctions.com](http://www.scherrerauctions.com) or by calling our office for faxed details 1-800-536-1401

Information can be obtained locally from:

**REALTY WORLD REITER AGENCY**  
Frances "Cookie" Maryman  
500 South Centre Street, PO Box 704  
Philipsburg, PA 16866  
814-342-1664



**AUCTION HELD AT:** Chester Hill Hose Company, 302 Walton Street, Chesterhill, PA

### ON SITE SHOWINGS AND INFORMATION:

**Sunday, July 14th, 10:00 A.M.–4:00 P.M. • Sunday, July 21st, 10:00 A.M.–4:00 P.M.**  
**Friday, July 26th, 10:00 A.M.–4:00 P.M. or by appointment**



Scherrer Auctions  
808 Borden Rd  
Cheektowaga, NY 14227  
(716) 656-1400

**MOSHANNON WOODS**

INVOICE

Sat Jul 27 02:55:53 2002

Bidder # 10  
DONALD ALLEN BEVERIDGE  
177484060  
PO BOX 128  
HAWK RUN PA 16840  
814/345-6763

| Lot#               | Description   | Unit Price | Quan | Total Bid Tax   |
|--------------------|---|------------|------|-----------------|
| 9                  | PARCEL 9<br>APPROXIMATELY 34 ACRES<br>SURVEY COST \$1,500<br>*Sold With Lots: 10      |            | 1    | 4900.00         |
| 10                 | PARCEL 10<br>APPROXIMATELY 29 ACRES<br>SURVEY COST \$1,500<br>*Sold with Master Lot 9 |            | 1    | 0.00            |
| 25                 | PARCEL 25<br>APPROXIMATELY 41 ACRES<br>SURVEY COST \$1,500                            |            | 1    | 10000.00        |
| 26                 | PARCEL 26<br>APPROXIMATELY 34 ACRES<br>SURVEY COST \$1,500                            |            | 1    | 10000.00        |
| Taxable Purchases  |   |            |      | 24900.00        |
| Buyer's Premium    |   |            |      | 2490.00         |
| Sales Tax          |   |            |      | 0.00            |
| Total              |   |            |      | 27390.00        |
| <b>Balance Due</b> |   |            |      | <b>27390.00</b> |

SALES TAX ID# 16-1341619



I/WE DONALD A. + SHARON L. BEVERIDGE

of MUNSON PA

Hereby acknowledge purchase of property described herein as parcel # 9+10, Centre and/or Clearfield Counties, subject to the conditions heretofore set forth, for the price of:

\$ 4900.00

and have paid to Scherrer Auctions, the auctioneers, the sum of:

\$ 1378.00 by way of deposit and part payment of said purchase money, and i/we hereby agree to complete the purchase in accordance with said terms and conditions of sale.

"ALL SALES CONTINGENT ON SELLER'S ACCEPTANCE, IN WRITING, ON OR BEFORE AUGUST 15, 2002"

Donald A. Beveridge  
PURCHASER

Sharon L. Beveridge  
PURCHASER

BID PRICE:

\$ 4900.00

TOTAL ENCUMBRANCES:

NONE

10 % BUYERS PREMIUM

\$ 490.00

SURVEY COST

\$ 1500.00

TOTAL PURCHASE PRICE:

\$ 6890.00

DEPOSIT APPLIED TO PURCHASE PRICE - 20%

\$ 1378.00

BALANCE DUE TO BE ADJUSTED UPON FINAL SURVEY CALCULATION

\$ 5512.00

As agents for the seller(s), we ratify the sale, and as auctioneers, acknowledge receipt of said deposit, as per terms of the sale.

SCHERRER AUCTIONS

BY:

TERESA PERDUE

THE ENTIRE DEPOSIT RECEIVED IS TO BE HELD BY SCHERRER AUCTIONS IN AN ESCROW ACCOUNT AT M&T BANK.

RUSS SCHERRER, AUCTIONEER - PA LICENSE # AU-003524R

BUYERS INITIALS \_\_\_\_\_ DATE: JULY 27, 2002

5

I/WE Donald A. + Sharon L. Beveridge  
of MUNSON PA

Hereby acknowledge purchase of property described herein as parcel # 25, Centre and/or Clearfield Counties, subject to the conditions heretofore set forth, for the price of:

\$ 10,000

and have paid to Scherrer Auctions, the auctioneers, the sum of:

\$ 2,500 by way of deposit and part payment of said purchase money, and i/we hereby agree to complete the purchase in accordance with said terms and conditions of sale.

"ALL SALES CONTINGENT ON SELLER'S ACCEPTANCE, IN WRITING, ON OR BEFORE AUGUST 15, 2002"

Donald A. Beveridge  
PURCHASER

Sharon L. Beveridge  
PURCHASER

BID PRICE:

\$ 10,000

TOTAL ENCUMBRANCES:

NONE

10 % BUYERS PREMIUM

\$ 1,000

SURVEY COST

\$ 1,500

TOTAL PURCHASE PRICE:

\$ 12,500

DEPOSIT APPLIED TO PURCHASE PRICE - 20%

\$ 2,500

BALANCE DUE TO BE ADJUSTED UPON FINAL SURVEY CALCULATION

\$ 10,000

As agents for the seller(s), we ratify the sale, and as auctioneers, acknowledge receipt of said deposit, as per terms of the sale.

SCHERRER AUCTIONS

BY:

Thom Peters

THE ENTIRE DEPOSIT RECEIVED IS TO BE HELD BY SCHERRER AUCTIONS IN AN ESCROW ACCOUNT AT M&T BANK.

RUSS SCHERRER, AUCTIONEER - PA LICENSE # AU-003524R

I/WE DONALD A. + SHARON L. BEVERIDGE

of MUNSON PA

Hereby acknowledge purchase of property described herein as parcel # 26, Centre and/or Clearfield Counties, subject to the conditions heretofore set forth, for the price of:

\$ 10,000

and have paid to Scherrer Auctions, the auctioneers, the sum of:

\$ 2,500 by way of deposit and part payment of said purchase money, and i/we hereby agree to complete the purchase in accordance with said terms and conditions of sale.

"ALL SALES CONTINGENT ON SELLER'S ACCEPTANCE, IN WRITING, ON OR BEFORE AUGUST 15, 2002"

Donald A. Beveridge  
PURCHASER

Sharon L. Beveridge  
PURCHASER

BID PRICE:

\$ 10,000

TOTAL ENCUMBRANCES:

NONE

10 % BUYERS PREMIUM

\$ 1,000

SURVEY COST

\$ 1,500

TOTAL PURCHASE PRICE:

\$ 12,500

DEPOSIT APPLIED TO PURCHASE PRICE - 20%

\$ 2,500

BALANCE DUE TO BE ADJUSTED UPON FINAL SURVEY CALCULATION

\$ 10,000

As agents for the seller(s), we ratify the sale, and as auctioneers, acknowledge receipt of said deposit, as per terms of the sale.

SCHERRER AUCTIONS

BY:

Jason Penna

THE ENTIRE DEPOSIT RECEIVED IS TO BE HELD BY SCHERRER AUCTIONS IN AN ESCROW ACCOUNT AT M&T BANK.

RUSS SCHERRER, AUCTIONEER - PA LICENSE # AU-003524R

BUYERS INITIALS \_\_\_\_\_ DATE: JULY 27, 2002





I/WE

Donald Allen Beveridge

of Po Box 128 Hawk Run PA 16840

Hereby acknowledge purchase of property described herein as parcel # 7, Centre and/or Clearfield Counties, subject to the conditions heretofore set forth, for the price of:

Parcel 9,10,25,26

\$ 34,900

and have paid to Scherrer Auctions, the auctioneers, the sum of:

\$ 8,878 check by way of deposit and part payment of said purchase money, and i/we hereby agree to complete the purchase in accordance with said terms and conditions of sale.

"ALL SALES CONTINGENT ON SELLER'S ACCEPTANCE, IN WRITING, ON OR BEFORE AUGUST 15, 2002"

| PURCHASER  | PURCHASER                       |
|--|---------------------------------|
| BID PRICE:   | \$ <u>34,900</u>                |
| TOTAL ENCUMBRANCES:                                      | NONE                            |
| 10 % BUYERS PREMIUM                                      | \$ <u>3490</u>                  |
| SURVEY COST  | <u>4 PARCELS</u> \$ <u>6000</u> |
| TOTAL PURCHASE PRICE:                                    | \$ <u>44,390</u>                |
| DEPOSIT APPLIED TO PURCHASE PRICE - 20%                  | \$ <u>8,878</u>                 |
| BALANCE DUE TO BE ADJUSTED UPON FINAL SURVEY CALCULATION | \$ <u>35,528</u>                |

As agents for the seller(s), we ratify the sale, and as auctioneers, acknowledge receipt of said deposit, as per terms of the sale.

SCHERRER AUCTIONS

BY: Russ Scherrer

THE ENTIRE DEPOSIT RECEIVED IS TO BE HELD BY SCHERRER AUCTIONS IN AN ESCROW ACCOUNT AT M&T BANK.

RUSS SCHERRER, AUCTIONEER - PA LICENSE # AU-003524R

BUYERS INITIALS \_\_\_\_\_ DATE: JULY 27, 2002

**FILED**

**JUL 07 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - EQUITY

DONALD L. BEVERIDGE and  
SHARON L. BEVERIDGE,

Plaintiffs

vs.

MOSHANNON CREEK, INC.,

Defendant

\*  
\* No. 04-1514-CD  
\*  
\* TYPE OF CASE: Equity  
\*  
\* TYPE OF PLEADING: Certificate of Service  
\*  
\*  
\*  
\* FILED ON BEHALF OF: Plaintiffs  
\*  
\*  
\* COUNSEL OF RECORD FOR  
\* THIS PARTY:  
\* David C. Mason, Esquire  
\* Supreme Court I.D. 39180  
\* Attorney at Law  
\* P. O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

FILED

JUL 08 2005 (4)  
w/10:40  
William A. Shaw  
Prothonotary/Clerk of Courts  
no C/C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - EQUITY

DONALD L. BEVERIDGE and  
SHARON L. BEVERIDGE,

Plaintiffs

vs.

MOSHANNON CREEK, INC.,

Defendant

\*  
\* No. 04-1514-CD  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

**CERTIFICATE OF SERVICE**

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy  
of a COMPLAINT filed to the above captioned action, by placing the same in the United  
States mail, postage prepaid and addressed as follows:

Louis T. Glantz, Esquire  
Glantz, Johnson & Associates  
1901 East College Avenue  
State College, PA 16801

DATED: 7/7/05

MASON LAW OFFICE

By:

  
David C. Mason, Esquire  
Attorney for Plaintiffs

FILED

JUL 08 2005

William A. Shaw  
Prothonotary/Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.  
CIVIL ACTION

FILED No  
cc  
m/12:56 PM  
AUG 08 2005 @

DONALD L. BEVERIDGE and  
SHARON L. BEVERIDGE,  
Plaintiffs

vs.

No. 04-1514-CD

MOSHANNON CREEK, INC.  
Defendant

William A. Shaw  
Prothonotary/Clerk of Courts

ANSWER

AND NOW, comes the Defendant, Moshannon Creek, Inc., by and through its attorneys,  
Glantz, Johnson & Associates, and answers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted in part and denied in part. While it is admitted the Plaintiffs were the highest bidders for the referenced lot, it is denied they were successful as no bids were accepted.

Pursuant to the auction terms, the seller retained the right to reject all bids.

5. Admitted.
6. Admitted.
7. Denied. The Defendant has continued to offer the property pursuant to the terms of the brochure to the Plaintiffs but the Plaintiffs have insisted on receiving lands in addition to those bid upon.

8. Denied. The subdivision is, in fact, complete and the Plaintiffs have refused to settle. Instead, the Plaintiffs have demanded they acquire lands not purchased by them which would require an additional subdivision.

9. Admitted.

10. Admitted.

11. Admitted.

12. It is admitted a deposit was paid to the auctioneer but is denied it was paid to the Seller.

13. Denied. The Buyers have continued to refuse to settle in strict compliance with the terms of the settlement offer.

14. Denied. As stated above, the Buyers have refused to settle in strict conformance with the agreement of sale.

15. Admitted in part and denied in part. It is admitted the Defendant has not completed the subdivision as requested by the Plaintiffs. It is denied that the Defendant is under any obligation to complete the subdivision as requested by the Plaintiffs but rather the Defendant has already complied by completing a subdivision which meets the terms of the original offer.

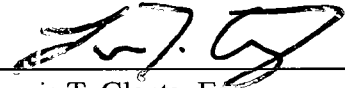


WHEREFORE, Defendants pray your Honorable Court enter an Order dismissing the suit of the Defendant and enjoining the Defendant from any further interference by the Plaintiffs with the sales of real estate.

Respectfully submitted:

GLANTZ, JOHNSON & ASSOCIATES

Dated: 8/5/05

BY:   
Louis T. Glantz, Esq. #31657  
1901 E. College Ave.  
State College, Pa 16801  
(814) 238-2491  
Attorney for Moshannon Creek, Inc.

**Verification**

Robert S. Barr, President of Moshannon Creek, Inc., a Pennsylvania corporation, hereby states that its is the defendant in this action and that the statements of fact made in the foregoing document are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. Cons. Stat. § 4904 relating to unsworn falsification to authorities

Date: 8/5/05

  
Robert S. Barr, President

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.  
CIVIL ACTION**

**DONALD L. BEVERIDGE and  
SHARON L. BEVERIDGE,  
Plaintiffs**

**vs.**

**MOSHANNON CREEK, INC.  
Defendant**

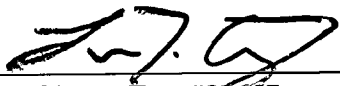
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**No. 04-1514**

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was deposited in the United States Mail, postage prepaid, in State College, Pennsylvania, on the 5 day of August, 20 05, addressed to the following:

David C. Mason, Esquire  
409 N. Front St.  
PO Box 28  
Philipsburg, PA 16866  
Of counsel for Plaintiffs

  
\_\_\_\_\_  
Louis T. Glantz, Esq. #31657  
1901 E. College Ave.  
State College, Pa 16801  
(814) 238-0221  
Attorney for Moshannon Creek, Inc.