

04-1562-CD
FARMERS NATIONAL BANK OF EMLENTON vs. EDWARDJ. DORETZKY, et al.

Farmers national vs Edward Dworetzky et al
2004-1562-CD

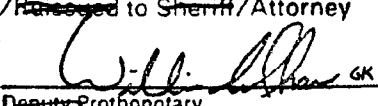
FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

MAY 4, 2005 Document
Reinstated/~~Reissued~~ to Sheriff/Attorney
for service.


Deputy Prothonotary

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 04-1562-CD

TYPE OF PLEADING:

Complaint in Mortgage Foreclosure

FILED ON BEHALF OF:

Farmers National Bank of Emlenton,
Plaintiff

COUNSEL OF RECORD:

Lynn, King & Schreffler, P.C.

Michael W. Sloat, Esq.

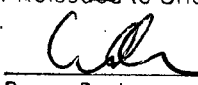
I.D. No. 89076

606 Main Street, Box 99

Emlenton, PA 16373

(724) 867-5921

DEC. 29, 2004 Document
Reinstated/~~Reissued~~ to Sheriff/Attorney
for service.


Deputy Prothonotary

FILED

*M. 219 84 PL 85-00
520 to 11/11
OCT 07 2004 1cc to atty.*

William A. Shaw
Prothonotary

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
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IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

NOTICE TO DEFEND AND CLAIM RIGHTS

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.
Michael W. Sloat, Esquire
I.D. No. 89076
P.O. Box 99, 606 Main Street
Emlenton, PA 16373

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
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husband and wife, and as Trustees; and
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Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, the Farmers National Bank of Emlenton, by and through its attorneys, Lynn, King & Schreffler, P.C., per Michael W. Sloat, Esq., and files this Complaint in Mortgage Foreclosure, whereof the following is a statement:

1. The Plaintiff is Farmers National Bank of Emlenton (hereinafter referred to as "Plaintiff"), a national banking association organized and existing under and by virtue of the laws of the United States of America, having its principal office at 612 Main Street, Drawer D, Emlenton, Venango County, Pennsylvania 16373, successor in interest to Peoples Savings Bank.
2. The Defendants, Edward J. Dworetzky and Kathleen Dworetzky, husband and wife, (hereinafter referred to as "Defendants"), are adult individuals whose last known address is 173 Treasure Lake, DuBois, Pennsylvania 15801
3. The Defendants are owners, and trustees, of a certain parcel of property located in the City of DuBois, Clearfield County, Pennsylvania, as is more specifically described by deed dated the 19th day of November, 1997, and recorded in the Clearfield County Recorder's Office, Clearfield County, Record Book Volume 1889, Page 165, under date of November 21, 1997, a true and correct copy of which is attached hereto, marked as Exhibit "A" and incorporated by reference herein.

4. The Defendants are obligors to the Plaintiff, by virtue of certain promises and agreements made on the 21st day of November, 1997, in DuBois, County of Clearfield, Commonwealth of Pennsylvania.
5. The certain promises and agreements between the Plaintiff and the Defendants were reduced to writing in the form of a Note, a true and correct copy of which is attached hereto, marked as Exhibit "B" and incorporated by reference herein.
6. In said Note, Exhibit "B", the Defendants promised to pay a debt to the Plaintiff in the amount of \$20,000.00, in regular monthly installments of \$191.13, beginning on the 1st day of January, 1998, and continuing on the 1st day of each and every month consecutively ensuing, until the debt was repaid, except that any remaining indebtedness, if not paid sooner, was due and payable on December 1, 2012.
7. The said Note, Exhibit "B", is secured by a Mortgage on the above-described property which is recorded in the Clearfield County Recorder's Office, Clearfield County, Pennsylvania, in Record Book Volume 1889, Page 169, under date of November 21, 1997, a true and correct copy of which is attached hereto, marked as Exhibit "C", and incorporated by reference herein.
8. The Mortgage is in default because the Defendants have failed to make the required monthly payments of \$203.96 for the month of October, 2003, through the date of this Complaint, whereby, the whole balance of principal and interest due thereon has been accelerated and become due and payable forthwith together with late charges, costs of collection, title search fees and reasonable attorney's fees.
9. Despite repeated requests, the Defendants have not cured the default.
10. By reason of said default, the following sums are due Plaintiff:

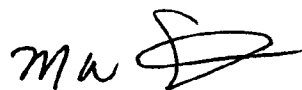
Principal Balance	\$ 15,251.56
Interest through 7/13/04	
(\$3.086 per diem)	881.41
Late charges as of 7/13/04	
4% per month (\$7.64)	69.86
Reasonable Attorney's Fees at	
10% of amount owed	1,620.29
TOTAL	<u>\$ 17,823.12</u>

Plus interest and late charges from July 13, 2004, through the date of judgment, costs and reasonable attorney's fees in the amount of 10% thereof.

11. Defendant Melissa M. Schaughnessy holds bare legal title by virtue of a Quit Claim Deed dated November 25, 2000, which was subsequently set aside and voided by Court Order dated May 1, 2002 pursuant to 12 Pa. Cons. Stat. 5107 and the property held in constructive trust with Defendants Edward Dworetzky and Kathleen Dworetzky appointed Trustees Maleficio.
12. Plaintiff has complied fully with Act No. 91, [35 P.S. §1680.401(c)], of the 1983 Session of the General Assembly ("Act 91"), as amended, of the Commonwealth of Pennsylvania, by mailing to Defendants at 173 Treasure Lake, DuBois, PA 15801-9003, Act 91 notices, by certified and regular first class mail, and the applicable time periods have expired, a true and correct copy of which notices are attached hereto, marked respectively as Exhibits "D" and "E", and incorporated by reference herein.
13. The aforescribed notices more particularly set forth in paragraph 11 hereof was received by Defendant Edward J. Dworetzky on May 13, 2004 as evidenced by the receipt for certified mail and domestic return receipt attached hereto, and incorporated by reference herein. Defendant Kathleen Dworetzky's notice was returned, as evidenced by the receipt for certified mail and domestic return receipt attached hereto, and both marked Exhibit "F" and incorporated by reference herein. The notice to Kathleen Dworetzky that was sent by regular United States Mail was not returned.

WHEREFORE, the Plaintiff prays this Honorable Court enter judgment against the Defendants for foreclosure and sale of the mortgaged property and for judgment against the Defendants in the amount of \$17,823.12, together with interest and late charges from July 13, 2004, costs, reasonable attorney's fees, and all other amounts advanced by Plaintiff.

LYNN, KING & SCHREFFLER, P.C.:



Michael W. Sloat, Esquire
Attorney for Plaintiff

FARMERS NATIONAL BANK
OF EMLENTON,

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VS.

EDWARD J. DWORETZKY and
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husband and wife, and as Trustees; and
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CIVIL ACTION- LAW

NO.

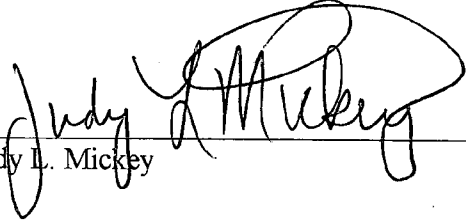
VERIFICATION

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF VENANGO

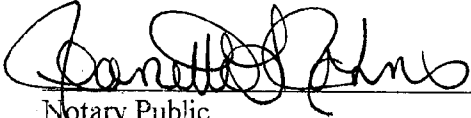
SS.

I, Judy L. Mickey, being duly sworn according to law, depose and say that I am the
Collection Manager of Farmers National Bank of Emlenton, Plaintiff in the above captioned action,
and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the
best of my knowledge, information and belief.


Judy L. Mickey

Sworn and subscribed before me

this 4th day of October, 2004.


Notary Public

My Commission Expires:

Notarial Seal
Jeanette L. Johns, Notary Public
Emlenton Boro, Venango County
My Commission Expires Oct. 3, 2005
Member, Pennsylvania Association of Notaries

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County Parcel No. _____

THIS DEED,

MADE the 19th day of November, in the year nineteen hundred and ninety-seven (1997)

BETWEEN RAYMOND J. ROSS and DOROTHY E. ROSS, husband and wife, whose address is 115 1/2 E. Weber Avenue, DuBois, Pennsylvania, 15801, hereinafter referred to as Grantor;

A
N
D

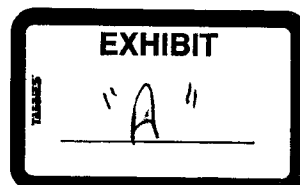
EDWARD J. DWORETZKY and KATHLEEN DWORETZKY, husband and wife, whose address is 173 Treasure Lake, DuBois, Pennsylvania 15801, as tenants by the entireties, hereinafter referred to as Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

WITNESSETH, That in consideration of TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$23,750.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees,

ALL that certain lot or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, known and numbered on the plan of J. E. Long's Addition to said City of DuBois as the Northeasterly part of Lot No. 136, and being bounded and described as follows:

BEGINNING at a post at the corner formed by the intersection of the Southwesterly side of East Pine Alley and the Northwesterly side of Zierden Alley; thence South 52 degrees 30 minutes West by line of Zierden Alley, 50 feet to a point; thence North 37 degrees 30 minutes West through land of A. Lone Smiley and Pearl L. Smiley 50 feet to a post in the division line between Lot No. 136 and Lot No. 137; thence North 52 degrees 30 minutes East by line of said Lot No. 137, 50 feet to a post at East Pine Alley; thence South 37 degrees 30 minutes East by line of East Pine Alley, 50 feet to a post at the corner of Zierden Alley, the place of beginning.



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HAVING thereon erected a two story frame dwelling house known as 115 1/2 East Weber Avenue.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed by deed of Donald E. Johnson, as Administrator of Veterans' Affairs, an Officer of the United States of America, to Raymond J. Ross and Dorothy E. Ross, his wife, dated March 31, 1971, and recorded in the Office of the Recorder of Deeds in Volume 573, page 675.

PROMISES. The Grantor promises that the Grantor has done no act to encumber the property. This means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property.

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

[Handwritten signatures of Raymond J. Ross and Dorothy E. Ross]

Raymond J. Ross (Seal)
RAYMOND J. ROSS

Dorothy E. Ross (Seal)
DOROTHY E. ROSS

Commonwealth of Pennsylvania)

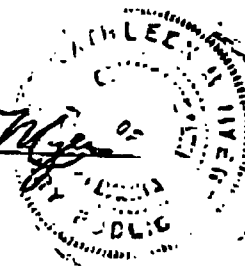
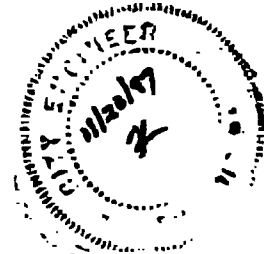
County of Clearfield)

On this, the 19th day of November, 1997, before me, the undersigned officer, personally appeared RAYMOND J. ROSS and DOROTHY E. ROSS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires April 24, 2000.
Kathleen M. Myers, Notary Public
Debtors, Clearfield County

Kathleen M. Myers
Notary Public



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NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966". I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:



 EDWARD J. DWORETZKY



 KATHLEEN DWORETZKY

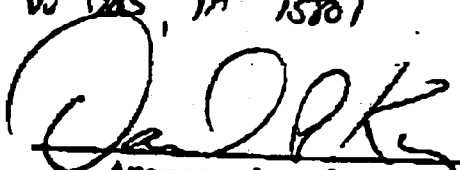
 This 21st day of November, 199 7.

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

CERTIFICATE OF RESIDENCE

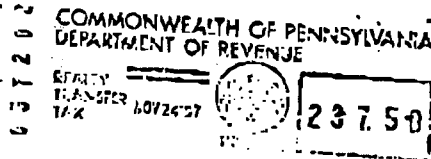
I/we hereby certify, that the precise residence for the Grantee herein is as follows:

173 TREASURE LAKE
 Du Bois, PA 15801



 Attorney or Agent for Grantee

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I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:07 AM 11-21-97
BY *[Signature]*
FEES 13.50
Karen L. Starck, Recorder

*544 to 237.50
2004 fee 118.50
2003 fee 118.50*

DOBBS AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 237.50
PAID 11-21-97 KAREN L. STARCK
Date Agent

Record of Record 11-21-1997 8:07 AM Karen L. Starck, Recorder

NOTE

November 21, 19.97 DuBois PA
[City] [State]
115 1/2 East Weber Avenue, DuBois, PA 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 20,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Peoples Savings Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.00%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on January 1, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1, 2012, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 17 W. Long Avenue, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 191.13

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

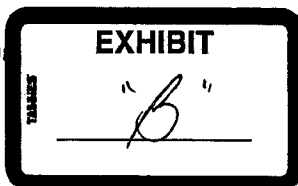
Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

MULTISTATE FIXED RATE NOTE—Sin

EXHIBIT

FORM INSTRUMENT

Form 3200 12/83



8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

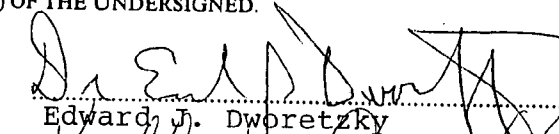
10. UNIFORM SECURED NOTE

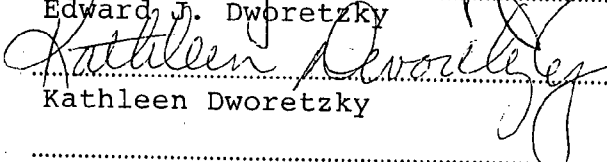
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


.....(Seal)
Edward J. Dworetzky
-Borrower


.....(Seal)
Kathleen Dworetzky
-Borrower

.....(Seal)
-Borrower

[Sign Original Only]

MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on November 21, 1997. The mortgagor is Edward J. Dworetzky and Kathleen Dworetzky ("Borrower"). This Security Instrument is given to Peoples Savings Bank, which is organized and existing under the laws of the Commonwealth of PA, and whose address is 17 W. Long Avenue, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Twenty Thousand and no/100ths Dollars (U.S. \$ 20,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2012. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the City of DuBois, Clearfield County, Pennsylvania: ALL that certain lot or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, known and numbered on the plan of J. E. Long's Addition to said City of DuBois as the Northeasterly part of Lot No. 136, and being bounded and described as follows:

BEGINNING at a post at the corner formed by the intersection of the Southwesterly side of East Pine Alley and the Northwesterly side of Zierden Alley; thence South 52° 30' West by line of Zierden Alley 50 feet to a point; thence North 37° 30' West through land of A. Lone Smiley and Pearl L. Smiley 50 feet to a post in the division line between Lot No. 136 and Lot No. 137; thence North 52° 30' East by line of said Lot No. 137, 50 feet to a post at East Pine Alley; thence South 37° 30' East by line of East Pine Alley, 50 feet to a post at the corner of Zierden Alley, the place of beginning.

HAVING thereon erected a two-story frame dwelling house known as 115½ East Weber Avenue.

which has the address of 115½ East Weber Avenue, DuBois, Pennsylvania 15801. ("Property Address");

[Zip Code]

[Street]

[City]

EXHIBIT

"C"

COPY

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, (a) yearly taxes and assessments which may attach prior to this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender agree in writing, however, that interest shall be paid on the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of

proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

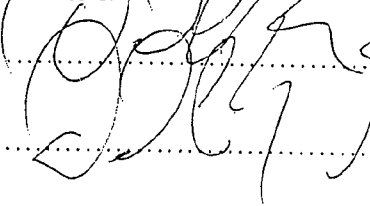
27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

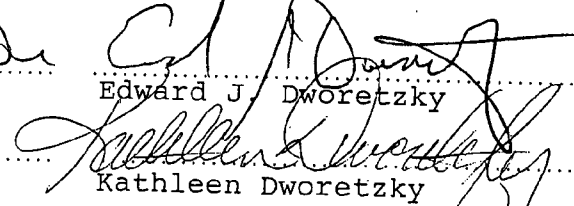
[Check applicable box(es)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ VA Rider | ☐ Other(s) [Specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 11/21/97 (Seal)
Edward J. Dworetzky —Borrower

 11/21/97 (Seal)
Kathleen Dworetzky —Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 21st day of November, 1997, before me, a Notary Public, the undersigned officer, personally appeared Edward J. Dworetzky and Kathleen Dworetzky, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:

Notarial Seal
Margaret J. Thompson, Notary Public
DuBois, Clearfield County
My Commission Expires Oct. 31, 1998
Member, Pennsylvania Association of Notaries

Margaret J. Thompson
Notary Public
Title of Officer

I certify that the precise place of business of the within named Mortgagee is 17 W. Long Avenue, DuBois, PA 15801

RECORDED in the Office for Recording of Deeds in and for
in Mortgage Book No. Page &c.
Date Recorder

Number

Page

Recorded

Vol.

Mortgage

From

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY

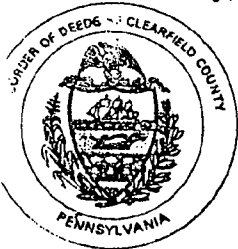
To

PEOPLES SAVINGS BANK

Amount \$ 20,000.00

115 1/2 E. Weber Avenue
DuBois, PA 15801
Premises

hereby CERTIFY that this document
recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:51 AM 11-21-97
BY *[Signature]*
FEES 17.50
Karen L. Starck, Recorder

Record of Record Nov 21 1997 8:51 AM Karen L. Starck, Recorder

Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373
Phone 724-867-2311 / Fax: 724-867-1614



May 10, 2004

Edward Dworetzky
173 Treasure Lk
Du Bois, PA 15801-9003

In re: Notice of Intention to Foreclose Mortgage

Dear Mr. Dworetzky:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

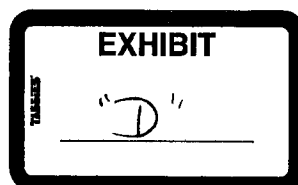
Please give this matter your prompt attention.

Cordially,

Asset Recovery Manager

Enc.1: Notice
Certified Mail: 7002 3150 0005 4578 5396
cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 05/10/04

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S)

Edward Dworetzky

PROPERTY ADDRESS:

115 1/2 East Weber Avenue
DuBois, PA 15801

LOAN ACCOUNT NO.:

115011428

ORIGINAL LENDER:

Peoples Savings

CURRENT LENDER / SERVICER:

Farmers National Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- ☐ IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- ☐ IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- ☐ IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property located at: 115 1/2 East Weber Avenue
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Months:	October, November, December, January
Amount Past Due:	\$1,584.73

Other charges (explain/itemize):

Principal:	\$845.86
Late Charges:	\$53.05
Total Interest Due:	\$685.82

TOTAL AMOUNT PAST DUE:

\$1,584.73

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1584.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank
612 Main Street, Drawer D
Emlenton, PA 16373

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the 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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Farmers National Bank
<u>Address:</u>	612 Main Street, Emlenton, PA 16373
<u>Phone Number:</u>	(724) 867-2311
<u>Fax Number:</u>	(724) 867-1614
<u>Contact Person:</u>	<u>Judy L. Mickey</u>

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You _____ may or X may not (CHECK ONE) sell or transfer your home 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 sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- ☐ TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- ☐ TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- ☐ TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- ☐ TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- ☐ TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- ☐ TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
Marcia Hess
2275 Swallow Hill Road, Building 200
Pittsburgh, PA 15220
2933
Telephone: (412) 429-2842
Fax: (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 737-
Fax: (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 9550
Pittsburgh, PA 15219
Telephone: (412) 391-1956 or
(412) 281-2102 or (800) 792-2801
Fax: (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
Telephone: (412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport, PA 15132
Telephone: (412) 664-1906
Fax: (412) 664-0873

Urban League of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield Street
Pittsburgh, PA 15222-2222
Telephone: (412) 227-4802
Fax: (412) 261-5207

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
or (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 338-2933
Fax: (412) 338-9963

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
Telephone: (412) 391-1956
Fax: (412) 391-4512

Housing Opportunities, Inc.
650 Corporate Street, Suite 207
McKeesport, PA 15132
Telephone: (412) 664-1590
Fax: (412) 664-0873

Housing Opportunities, Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
Telephone: (412) 664-1906
Fax: (412) 664-0873

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962
Fax: (412) 462-9964

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954
or (800) 737-2933
Fax: (412) 338-9963

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

CLEARFIELD COUNTY

Keystone Economic Development Corporation
Program
1954 Mary Grace Lane
Johnstown, PA 15901
Telephone: (814) 535-6556
Fax: (814) 539-1688

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
Fax: (814) 944-5747

Indiana Co. Community Action
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
Telephone: (814) 238-3668
Fax: (814) 238-3669

ELK COUNTY

John F. Kennedy Center, Inc.
Corp
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

Northern Tier Community Action
P.O. Box 389, 135 West 4th Street
Emporium, PA 15834
Telephone: (814) 486-1161
Fax: (814) 486-0825

FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council
204 Liberty Street, Post Office Box 547
Warren, PA 16365
Telephone: (814) 726-2400
Fax: (814) 723-0510

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
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827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

MERCER COUNTY

Shenango Valley Urban League, Inc.
Inc.
601 Indiana Avenue
Farrell, PA 16121
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (412) 282-7812

Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373
Phone 724-867-2311 / Fax: 724-867-1614



May 10, 2004

Kathleen Dworetzky
173 Treasure Lk
Du Bois, PA 15801-9003

In re: Notice of Intention to Foreclose Mortgage

Dear Ms. Dworetzky:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

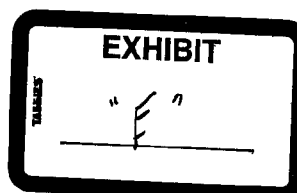
Please give this matter your prompt attention.

Cordially,

Asset Recovery Manager

Enc.1: Notice
Certified Mail:7002 3150 0005 4578 5402
cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 05/10/04

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTenga UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S)

Kathleen Dworetzky

PROPERTY ADDRESS:

115 1/2 East Weber Avenue
DuBois, PA 15801

LOAN ACCOUNT NO.:

115011428

ORIGINAL LENDER:

Peoples Savings

CURRENT LENDER / SERVICER:

Farmers National Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- ☐ **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- ☐ **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- ☐ **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the 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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Farmers National Bank
Address: 612 Main Street, Emlenton, PA 16373
Phone Number: (724) 867-2311
Fax Number: (724) 867-1614
Contact Person: Judy L. Mickey

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You _____ may or X may not (CHECK ONE) sell or transfer your home 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 sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- ☐ TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- ☐ TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- ☐ TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- ☐ TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- ☐ TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- ☐ TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
Marcia Hess
2275 Swallow Hill Road, Building 200
Pittsburgh, PA 15220
2933
Telephone: (412) 429-2842
Fax: (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 737-
Fax: (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 9550
Pittsburgh, PA 15219
Telephone: (412) 391-1956 or
(412) 281-2102 or (800) 792-2801
Fax: (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
Telephone: (412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport, PA 15132
Telephone: (412) 664-1906
Fax: (412) 664-0873

Urban League of Pittsburgh
Bldg. For Equal Opportunity
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Pittsburgh, PA 15222-2222
Telephone: (412) 227-4802
Fax: (412) 261-5207

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
or (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (724) 465-5118

Credit Counselors of PA
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Pittsburgh, PA 15222
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Fax: (412) 338-9963

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
Telephone: (412) 391-1956
Fax: (412) 391-4512

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

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650 Corporate Street, Suite 207
McKeesport, PA 15132
Telephone: (412) 664-1590
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Homestead, PA 15120
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Fax: (412) 462-9964

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P.O. Box 9
McKeesport, PA 15134
Telephone: (412) 664-1906
Fax: (412) 664-0873

Credit Counselors of PA
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Pittsburgh, PA 15222
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or (800) 737-2933
Fax: (412) 338-9963

CLARION COUNTY

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YMCA Building
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CLEARFIELD COUNTY

Keystone Economic Development Corporation
Program
1954 Mary Grace Lane
Johnstown, PA 15901
Telephone: (814) 535-6556
Fax: (814) 539-1688

Indiana Co. Community Action

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Fax: (412) 465-5118

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Fax: (814) 944-5747

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
Telephone: (814) 238-3668
Fax: (814) 238-3669

ELK COUNTY

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Corp
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

Northern Tier Community Action
P.O. Box 389, 135 West 4th Street
Emporium, PA 15834
Telephone: (814) 486-1161
Fax: (814) 486-0825

FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council
204 Liberty Street, Post Office Box 547
Warren, PA 16365
Telephone: (814) 726-2400
Fax: (814) 723-0510

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania,
YMCA Building
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Butler, PA 16001
Telephone: (724) 282-7812

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

MERCER COUNTY

Shenango Valley Urban League, Inc.
Inc.
601 Indiana Avenue
Farrell, PA 16121
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania, Inc.
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(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property located at: 115 1/2 East Weber Avenue
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Months: October, November, December, January
Amount Past Due: \$1,584.73

Other charges (explain/itemize):

Principal: \$845.86
Late Charges: \$53.05
Total Interest Due: \$685.82

TOTAL AMOUNT PAST DUE:

\$1,584.73

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1584.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank
612 Main Street, Drawer D
Emlenton, PA 16373

Official Service™ REGISTERED MAIL™ RECEIPT
(Mail Only; No Insurance Coverage Provided)

For more information, visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 2.30	
Delivery Fee	2.30	
Postage Fee (if required)	1.85	
Delivery Fee (if required)		
Fees	\$ 4.88	USPS

gum

Kathleen Dworetzky
173 Treasure Lake
Dubois, PA 15801-9003

PS Form 3811, August 2001 See Reverse for Instructions

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:
Kathleen Dworetzky
173 Treasure Lake
Dubois, PA 15801-9003
gum

2. Article Number
(Transfer from service label) 7002 3150 0005 4578 5402

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

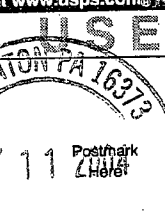
4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-15

Official Service™ REGISTERED MAIL™ RECEIPT
(Mail Only; No Insurance Coverage Provided)

For more information, visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 2.30	
Delivery Fee	2.30	
Postage Fee (if required)	1.85	
Delivery Fee (if required)		
Fees	\$ 4.65	USPS

gum

Edward Dworetzky
173 Treasure LK
Dubois, PA 15801-9003

PS Form 3811, August 2001 See Reverse for Instructions

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:
Edward Dworetzky
173 Treasure LK
Dubois, PA 15801

2. Article Number
(Transfer from service label) 7002 3150 0005 4578 5396

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 5/13/04

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-15



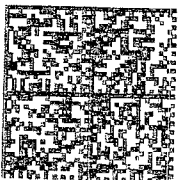


Farmers National Bank
 612 MAIN STREET • P.O. DRAWER D
 EMLENTON, PENNSYLVANIA 16973

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL™



7002 3150 0005 4578 5402



HASLER

\$4.00

MAY 11 2006

US POSTAGE

FIRST CLASS

MAILED FROM 16973

011A 11300057

Kathleen Dworetzky
 173 Treasure Lk
 Du Bois, PA 15801-9003

AK

NAME

1st Name

2nd Name

5/12/04

5/27/04

OTHER

☐ A
☐ C
☒ S

☐ INSUFFICIENT ADDRESS
☐ ATTEMPTED NOT KNOWN
☒ NO SUCH NUMBER/ STREET
☐ NOT DELIVERABLE AS ADDRESSED
☐ UNABLE TO FORWARD

RTS
 RETURN TO SENDER

NAME
 1st Name *5.14.04*
 2nd Name *5.19.04*
 Return *5.29.04*

15801-9003 03

In The Court of Common Pleas of Clearfield County, Pennsylvania

FARMERS NATIONAL BANK OF EMLENTON

VS.

DWORETZKY, EDWARD J. al

Sheriff Docket # 16413

04-1562-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 18, 2004 AT 12:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD J. DWORETZKY, DEFENDANT AT RESIDENCE, 173 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDWARD J. DWORETZKY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF. SERVED BY; DEHAVEN/COUDRIET

NOW NOVEMBER 16, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KATHLEEN DWORETZKY, DEFENDANT. MOVED OUT OF STATE NO FORWARDING ADDRESS.

NOW NOVEMBER 16, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MELISSA M. SCHAUGHNESSY, DEFENDANT. MOVED LEFT NO FORWARDING ADDRESS.

NOW NOVEMBER 16, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO JAMES DWORETZKY and COLLEEN HYDE, TENANTS AT 115 1/2 E. WEBER AVE., DUBOIS, PA. SEVERAL ATTEMPTS, NOT HOME

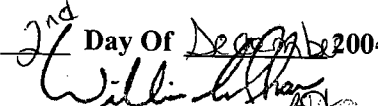
Return Costs

Cost	Description
123.50	SHERIFF HAWKINS PAID BY: atty
50.00	SURCHARGE PAID BY: ATTY CK# 19061

FILED 10/19/5561
DEC 02 2004

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

2nd Day Of December 2004

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,


Chester A. Hawkins
Sheriff

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 04-1562-CD

TYPE OF PLEADING:
Complaint in Mortgage Foreclosure

FILED ON BEHALF OF:
Farmers National Bank of Emlenton,
Plaintiff

COUNSEL OF RECORD:
Lynn, King & Schreffler, P.C.
Michael W. Sloat, Esq.
I.D. No. 89076
606 Main Street, Box 99
Emlenton, PA 16373
(724) 867-5921.

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 07 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

NOTICE TO DEFEND AND CLAIM RIGHTS

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.
Michael W. Sloat, Esquire
I.D. No. 89076
P.O. Box 99, 606 Main Street
Emlenton, PA 16373

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, the Farmers National Bank of Emlenton, by and through its attorneys, Lynn, King & Schreffler, P.C., per Michael W. Sloat, Esq., and files this Complaint in Mortgage Foreclosure, whereof the following is a statement:

1. The Plaintiff is Farmers National Bank of Emlenton (hereinafter referred to as "Plaintiff"), a national banking association organized and existing under and by virtue of the laws of the United States of America, having its principal office at 612 Main Street, Drawer D, Emlenton, Venango County, Pennsylvania 16373, successor in interest to Peoples Savings Bank.
2. The Defendants, Edward J. Dworetzky and Kathleen Dworetzky, husband and wife, (hereinafter referred to as "Defendants"), are adult individuals whose last known address is 173 Treasure Lake, DuBois, Pennsylvania 15801
3. The Defendants are owners, and trustees, of a certain parcel of property located in the City of DuBois, Clearfield County, Pennsylvania, as is more specifically described by deed dated the 19th day of November, 1997, and recorded in the Clearfield County Recorder's Office, Clearfield County, Record Book Volume 1889, Page 165, under date of November 21, 1997, a true and correct copy of which is attached hereto, marked as Exhibit "A" and incorporated by reference herein.

4. The Defendants are obligors to the Plaintiff, by virtue of certain promises and agreements made on the 21st day of November, 1997, in DuBois, County of Clearfield, Commonwealth of Pennsylvania.
5. The certain promises and agreements between the Plaintiff and the Defendants were reduced to writing in the form of a Note, a true and correct copy of which is attached hereto, marked as Exhibit "B" and incorporated by reference herein.
6. In said Note, Exhibit "B", the Defendants promised to pay a debt to the Plaintiff in the amount of \$20,000.00, in regular monthly installments of \$191.13, beginning on the 1st day of January, 1998, and continuing on the 1st day of each and every month consecutively ensuing, until the debt was repaid, except that any remaining indebtedness, if not paid sooner, was due and payable on December 1, 2012.
7. The said Note, Exhibit "B", is secured by a Mortgage on the above-described property which is recorded in the Clearfield County Recorder's Office, Clearfield County, Pennsylvania, in Record Book Volume 1889, Page 169, under date of November 21, 1997, a true and correct copy of which is attached hereto, marked as Exhibit "C", and incorporated by reference herein.
8. The Mortgage is in default because the Defendants have failed to make the required monthly payments of \$203.96 for the month of October, 2003, through the date of this Complaint, whereby, the whole balance of principal and interest due thereon has been accelerated and become due and payable forthwith together with late charges, costs of collection, title search fees and reasonable attorney's fees.
9. Despite repeated requests, the Defendants have not cured the default.
10. By reason of said default, the following sums are due Plaintiff:

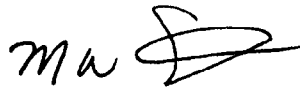
Principal Balance	\$ 15,251.56
Interest through 7/13/04	
(\$3.086 per diem)	881.41
Late charges as of 7/13/04	
4% per month (\$7.64)	69.86
Reasonable Attorney's Fees at	
10% of amount owed	1,620.29
TOTAL	<u>\$ 17,823.12</u>

Plus interest and late charges from July 13, 2004, through the date of judgment, costs and reasonable attorney's fees in the amount of 10% thereof.

11. Defendant Melissa M. Schaughnessy holds bare legal title by virtue of a Quit Claim Deed dated November 25, 2000, which was subsequently set aside and voided by Court Order dated May 1, 2002 pursuant to 12 Pa. Cons. Stat. 5107 and the property held in constructive trust with Defendants Edward Dworetzky and Kathleen Dworetzky appointed Trustees Maleficio.
12. Plaintiff has complied fully with Act No. 91, [35 P.S. §1680.401(c)], of the 1983 Session of the General Assembly ("Act 91"), as amended, of the Commonwealth of Pennsylvania, by mailing to Defendants at 173 Treasure Lake, DuBois, PA 15801-9003, Act 91 notices, by certified and regular first class mail, and the applicable time periods have expired, a true and correct copy of which notices are attached hereto, marked respectively as Exhibits "D" and "E", and incorporated by reference herein.
13. The aforescribed notices more particularly set forth in paragraph 11 hereof was received by Defendant Edward J. Dworetzky on May 13, 2004 as evidenced by the receipt for certified mail and domestic return receipt attached hereto, and incorporated by reference herein. Defendant Kathleen Dworetzky's notice was returned, as evidenced by the receipt for certified mail and domestic return receipt attached hereto, and both marked Exhibit "F" and incorporated by reference herein. The notice to Kathleen Dworetzky that was sent by regular United States Mail was not returned.

WHEREFORE, the Plaintiff prays this Honorable Court enter judgment against the Defendants for foreclosure and sale of the mortgaged property and for judgment against the Defendants in the amount of \$17,823.12, together with interest and late charges from July 13, 2004, costs, reasonable attorney's fees, and all other amounts advanced by Plaintiff.

LYNN, KING & SCHREFFLER, P.C.:



Michael W. Sloat, Esquire
Attorney for Plaintiff

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

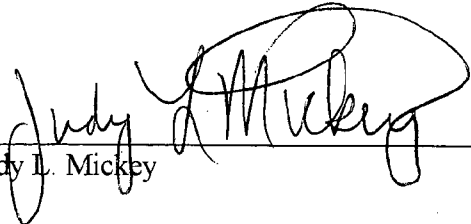
VERIFICATION

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF VENANGO

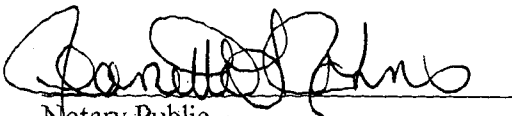
SS.

I, Judy L. Mickey, being duly sworn according to law, depose and say that I am the
Collection Manager of Farmers National Bank of Emlenton, Plaintiff in the above captioned action,
and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the
best of my knowledge, information and belief.

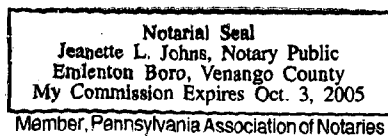

Judy L. Mickey

Sworn and subscribed before me

this 4th day of October, 2004.


Notary Public

My Commission Expires:



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County Parcel No. _____

THIS DEED,

MADE the 19th day of November, in the year nineteen hundred and ninety-seven (1997)

BETWEEN RAYMOND J. ROSS and DOROTHY E. ROSS, husband and wife, whose address is 115 1/2 E. Weber Avenue, DuBois, Pennsylvania, 15801, hereinafter referred to as Grantor;

A
N
D

EDWARD J. DWORETZKY and KATHLEEN DWORETZKY, husband and wife, whose address is 173 Treasure Lake, DuBois, Pennsylvania 15801, as tenants by the entireties, hereinafter referred to as Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

WITNESSETH, That in consideration of TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$23,750.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees,

ALL that certain lot or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, known and numbered on the plan of J. E. Long's Addition to said City of DuBois as the Northeasterly part of Lot No. 136, and being bounded and described as follows:

BEGINNING at a post at the corner formed by the intersection of the Southwesterly side of East Pine Alley and the Northwesterly side of Zierden Alley; thence South 52 degrees 30 minutes West by line of Zierden Alley, 50 feet to a point; thence North 37 degrees 30 minutes West through land of A. Lone Smiley and Pearl L. Smiley 50 feet to a post in the division line between Lot No. 136 and Lot No. 137; thence North 52 degrees 30 minutes East by line of said Lot No. 137, 50 feet to a post at East Pine Alley; thence South 37 degrees 30 minutes East by line of East Pine Alley, 50 feet to a post at the corner of Zierden Alley, the place of beginning.



VOL 1889 PAGE 166

HAVING thereon erected a two story frame dwelling house known as 115 1/2 East Weber Avenue.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed by deed of Donald E. Johnson, as Administrator of Veterans' Affairs, an Officer of the United States of America, to Raymond J. Ross and Dorothy E. Ross, his wife, dated March 31, 1971, and recorded in the Office of the Recorder of Deeds in Volume 573, page 675.

PROMISES. The Grantor promises that the Grantor has done no act to encumber the property. This means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property.

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

[Handwritten signature of Raymond J. Ross]
[Handwritten signature of Dorothy E. Ross]

[Handwritten signature of Raymond J. Ross] (Seal)
 RAYMOND J. ROSS

[Handwritten signature of Dorothy E. Ross] (Seal)
 DOROTHY E. ROSS

Commonwealth of Pennsylvania)

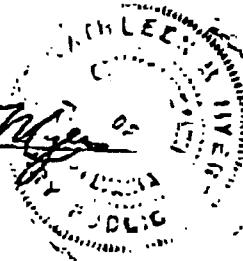
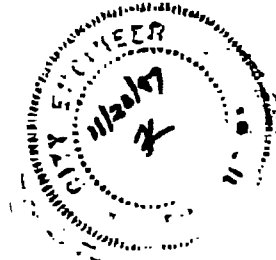
County of Clearfield)

On this, the 19th day of November, 1997, before me, the undersigned officer, personally appeared RAYMOND J. ROSS and DOROTHY E. ROSS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission EXPIRES
NOTARIAL SEAL
 Kathleen M. Myers, Notary Public
 DuBois, Clearfield County
 My Commission Expires April 24, 2000.

[Handwritten signature of Kathleen M. Myers]
 Notary Public



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NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:



 EDWARD J. DWORETZKY



 KATHLEEN DWORETZKY

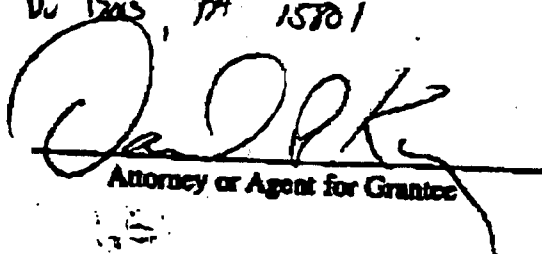
 This 21st day of November, 199 7.

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

CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

173 TREASURE LAKE
 Du Bois, PA 15801



 Attorney or Agent for Grantee

VOL 1889 PAGE 168

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY
TRANSFER
TAX 10/24/07
237.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:01 PM 11-21-17
BY *Danny H.*
FEES 13.50
Karen L. Starck, Recorder

566.75 237.50
2837.50 118.50
20.00 07/18/00

EMBOYS AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 237.50
PAID 11-21-17 KAREN L. STARCK
Date Agent

Record of Record 11-21-17 8:01 PM Karen L. Starck, Recorder

NOTE

November 21, 19.97 DuBois PA
[City] [State]
115 1/2 East Weber Avenue, DuBois, PA 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 20,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Peoples Savings Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.00%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on January 1, 19.98. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1, 2012, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 17 W. Long Avenue, DuBois, PA 15801

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 191.13

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address. Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of a different address.

MULTISTATE FIXED RATE NOTE—SIN



FORM INSTRUMENT

COPY

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

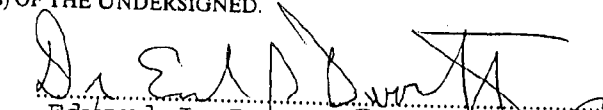
10. UNIFORM SECURED NOTE

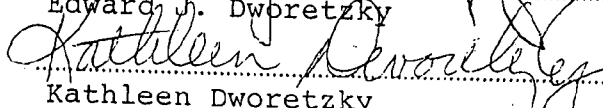
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


.....(Seal)
Edward J. DworetzkyBorrower


.....(Seal)
Kathleen DworetzkyBorrower

.....(Seal)
.....Borrower

[Sign Original Only]

MORTGAGE

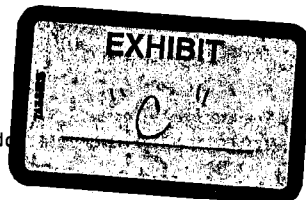
VOL 1389 PAGE 169

THIS MORTGAGE ("Security Instrument") is given on November 21 1997. The mortgagor is Edward J. Dworetzky and Kathleen Dworetzky ("Borrower"). This Security Instrument is given to Peoples Savings Bank, which is organized and existing under the laws of the Commonwealth of PA, and whose address is 17 W. Long Avenue, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Twenty Thousand and no/100ths Dollars (U.S. \$ 20,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2012. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the City of DuBois, Clearfield County, Pennsylvania: ALL that certain lot or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, known and numbered on the plan of J. E. Long's Addition to said City of DuBois as the Northeasterly part of Lot No. 136, and being bounded and described as follows:

BEGINNING at a post at the corner formed by the intersection of the Southwesterly side of East Pine Alley and the Northwesterly side of Zierden Alley; thence South 52° 30' West by line of Zierden Alley 50 feet to a point; thence North 37° 30' West through land of A. Lone Smiley and Pearl L. Smiley 50 feet to a post in the division line between Lot No. 136 and Lot No. 137; thence North 52° 30' East by line of said Lot No. 137, 50 feet to a post at East Pine Alley; thence South 37° 30' East by line of East Pine Alley, 50 feet to a post at the corner of Zierden Alley, the place of beginning.

HAVING thereon erected a two-story frame dwelling house known as 115½ East Weber Avenue.

which has the address of 115½ East Weber Avenue, DuBois, Pennsylvania 15801 ("Property Address");



COPY

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of this Security Instrument; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach in priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law, Borrower shall maintain adequate funds to pay taxes and insurance on the property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund, by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

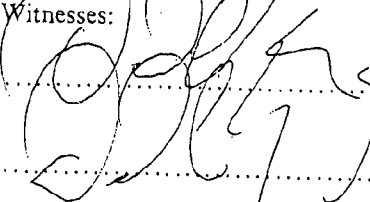
27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

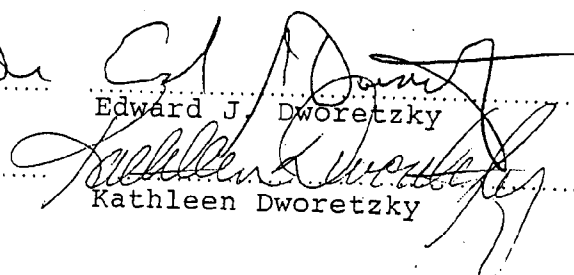
[Check applicable box(es)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ VA Rider | ☐ Other(s) [Specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 11/21/97 (Seal)
Edward J. Dworetzky —Borrower

 11/21/97 (Seal)
Kathleen Dworetzky —Borrower

COMMONWEALTH OF PENNSYLVANIA. Clearfield County ss:

On this, the 21st day of November, 1997, before me, a Notary Public, the undersigned officer, personally appeared Edward J. Dworetzky and Kathleen Dworetzky, known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:

Notarial Seal
Margaret J. Thompson, Notary Public
DuBois, Clearfield County
My Commission Expires Oct. 31, 1998
Member, Pennsylvania Association of Notaries

Margaret J. Thompson
Notary Public
Title of Officer

I certify that the precise place of business of the within named Mortgagee is 17 W. Long Avenue, DuBois, PA 15801

RECORDED in the Office for Recording of Deeds in and for
in Mortgage Book No. Page &c.
Date Recorder

Number

Recorded

Mortgage

Page

Vol.

From

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY

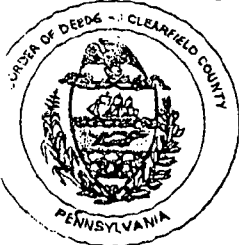
To

PEOPLES SAVINGS BANK

Amount \$ 20,000.00

115 1/2 E. Weber Avenue
DuBois, PA 15801
Premises

hereby CERTIFY that this document
recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 8:51 AM 11-21-97

BY [Signature]

FEES 17.50

Karen L. Starck, Recorder

Entered of Record Nov 21 19 97 8:51 AM Karen L. Starck, Recorder

Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373
Phone 724-867-2311 / Fax: 724-867-1614



May 10, 2004

Edward Dworetzky
173 Treasure Lk
Du Bois, PA 15801-9003

In re: Notice of Intention to Foreclose Mortgage

Dear Mr. Dworetzky:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

Please give this matter your prompt attention.

Cordially,

Asset Recovery Manager

Enc.1: Notice
Certified Mail: 7002 3150 0005 4578 5396
cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 05/10/04

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S)

Edward Dworetzky

PROPERTY ADDRESS:

115 1/2 East Weber Avenue
DuBois, PA 15801

LOAN ACCOUNT NO.:

115011428

ORIGINAL LENDER:

Peoples Savings

CURRENT LENDER / SERVICER:

Farmers National Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- ☐ IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- ☐ IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- ☐ IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property located at: 115 1/2 East Weber Avenue
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Months:	October, November, December, January
Amount Past Due:	\$1,584.73

Other charges (explain/itemize):

Principal:	\$845.86
Late Charges:	\$53.05
Total Interest Due:	\$685.82

TOTAL AMOUNT PAST DUE:

\$1,584.73

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1584.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank
612 Main Street, Drawer D
Emlenton, PA 16373

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the 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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Farmers National Bank
<u>Address:</u>	612 Main Street, Emlenton, PA 16373
<u>Phone Number:</u>	(724) 867-2311
<u>Fax Number:</u>	(724) 867-1614
<u>Contact Person:</u>	Judy L. Mickey

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You _____ may or X may not (CHECK ONE) sell or transfer your home 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 sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- ☐ TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- ☐ TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- ☐ TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- ☐ TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- ☐ TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- ☐ TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
Marcia Hess
2275 Swallow Hill Road, Building 200
Pittsburgh, PA 15220
2933
Telephone: (412) 429-2842
Fax: (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 737-
Fax: (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 9550
Pittsburgh, PA 15219
Telephone: (412) 391-1956 or
(412) 281-2102 or (800) 792-2801
Fax: (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
Telephone: (412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport, PA 15132
Telephone: (412) 664-1906
Fax: (412) 664-0873

Urban League of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield Street
Pittsburgh, PA 15222-2222
Telephone: (412) 227-4802
Fax: (412) 261-5207

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
or (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 338-2933
Fax: (412) 338-9963

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
Telephone: (412) 391-1956
Fax: (412) 391-4512

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Housing Opportunities, Inc.
650 Corporate Street, Suite 207
McKeesport, PA 15132
Telephone: (412) 664-1590
Fax: (412) 664-0873

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962
Fax: (412) 462-9964

Housing Opportunities, Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
Telephone: (412) 664-1906
Fax: (412) 664-0873

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954
or (800) 737-2933
Fax: (412) 338-9963

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

CLEARFIELD COUNTY

Keystone Economic Development Corporation
Program
1954 Mary Grace Lane
Johnstown, PA 15901
Telephone: (814) 535-6556
Fax: (814) 539-1688

Indiana Co. Community Action
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
Fax: (814) 944-5747

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
Telephone: (814) 238-3668
Fax: (814) 238-3669

ELK COUNTY

John F. Kennedy Center, Inc.
Corp
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

Northern Tier Community Action
P.O. Box 389, 135 West 4th Street
Emporium, PA 15834
Telephone: (814) 486-1161
Fax: (814) 486-0825

FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council
204 Liberty Street, Post Office Box 547
Warren, PA 16365
Telephone: (814) 726-2400
Fax: (814) 723-0510

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

MERCER COUNTY

Shenango Valley Urban League, Inc.
Inc.
601 Indiana Avenue
Farrell, PA 16121
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (412) 282-7812

Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373
Phone 724-867-2311 / Fax: 724-867-1614



May 10, 2004

Kathleen Dworetzky
173 Treasure Lk
Du Bois, PA 15801-9003

In re: Notice of Intention to Foreclose Mortgage

Dear Ms. Dworetzky:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

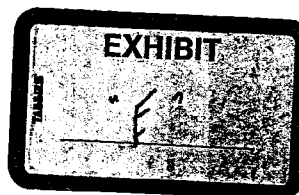
Please give this matter your prompt attention.

Cordially,

Asset Recovery Manager

Enc. 1: Notice
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cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 05/10/04

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HOMEOWNER'S NAME(S)

Kathleen Dworetzky

PROPERTY ADDRESS:

115 1/2 East Weber Avenue
DuBois, PA 15801

LOAN ACCOUNT NO.:

115011428

ORIGINAL LENDER:

Peoples Savings

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Farmers National Bank

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EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the 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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Farmers National Bank
<u>Address:</u>	612 Main Street, Emlenton, PA 16373
<u>Phone Number:</u>	(724) 867-2311
<u>Fax Number:</u>	(724) 867-1614
<u>Contact Person:</u>	Judy L. Mickey

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- ☐ TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- ☐ TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
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- ☐ TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- ☐ TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
Marcia Hess
2275 Swallow Hill Road, Building 200
Pittsburgh, PA 15220
2933
Telephone: (412) 429-2842
Fax: (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 737-
Fax: (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 9550
Pittsburgh, PA 15219
Telephone: (412) 391-1956 or
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Fax: (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
Telephone: (412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport, PA 15132
Telephone: (412) 664-1906
Fax: (412) 664-0873

Urban League of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield Street
Pittsburgh, PA 15222-2222
Telephone: (412) 227-4802
Fax: (412) 261-5207

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
or (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 338-2933
Fax: (412) 338-9963

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
Telephone: (412) 391-1956
Fax: (412) 391-4512

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Housing Opportunities, Inc.
650 Corporate Street, Suite 207
McKeesport, PA 15132
Telephone: (412) 664-1590
Fax: (412) 664-0873

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962
Fax: (412) 462-9964

Housing Opportunities, Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
Telephone: (412) 664-1906
Fax: (412) 664-0873

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954
or (800) 737-2933
Fax: (412) 338-9963

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

CLEARFIELD COUNTY

Keystone Economic Development Corporation
Program
1954 Mary Grace Lane
Johnstown, PA 15901
Telephone: (814) 535-6556
Fax: (814) 539-1688

Indiana Co. Community Action

827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
Fax: (814) 944-5747

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
Telephone: (814) 238-3668
Fax: (814) 238-3669

ELK COUNTY

John F. Kennedy Center, Inc.
Corp

2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

Northern Tier Community Action

P.O. Box 389, 135 West 4th Street
Emporium, PA 15834
Telephone: (814) 486-1161
Fax: (814) 486-0825

FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council
204 Liberty Street, Post Office Box 547
Warren, PA 16365
Telephone: (814) 726-2400
Fax: (814) 723-0510

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
Inc.

2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania,

YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

MERCER COUNTY

Shenango Valley Urban League, Inc.
Inc.

601 Indiana Avenue
Farrell, PA 16121
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,

YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (412) 282-7812

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property located at:
115 1/2 East Weber Avenue
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Months:	October, November, December, January
Amount Past Due:	\$1,584.73

Other charges (explain/itemize):

Principal:	\$845.86
Late Charges:	\$53.05
Total Interest Due:	\$685.82

TOTAL AMOUNT PAST DUE:

\$1,584.73

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1584.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank
612 Main Street, Drawer D
Emlenton, PA 16373

Official Service™
REGISTERED MAIL™ RECEIPT
 (Mail Only; No Insurance Coverage Provided)

For more information, visit our website at www.usps.com

OFFICIAL USE

Stage \$ 83
 1 Fee 2.30
 2 Fee 1.75
 3 Fee 1.75
 4 Fee 1.75
 Total Fees \$ 4.88 **USPS** *gkm*

Postmark Here
 MAY 11 2004

Rathleen Dworetzky
173 Treasure Lake
Dubois PA 15801-9003

PS Form 3811, August 2001 See Reverse for Instructions

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:

Rathleen Dworetzky
173 Treasure Lake
Dubois, PA 15801-9003
gkm

2. Article Number

(Transfer from service label)

7002 3150 0005 4578 5402

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Official Service™
REGISTERED MAIL™ RECEIPT
 (Mail Only; No Insurance Coverage Provided)

For more information, visit our website at www.usps.com

OFFICIAL USE

Stage \$ 2.30
 1 Fee 1.75
 2 Fee 1.75
 3 Fee 1.75
 4 Fee 1.75
 Total Fees \$ 4.65 **USPS** *gkm*

Postmark Here
 MAY 11 2004

Edward Dworetzky
173 Treasure LK
Dubois PA 15801-9003

PS Form 3811, August 2001 See Reverse for Instructions

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:

Edward Dworetzky
173 Treasure LK
Dubois, PA 15801

2. Article Number

(Transfer from service label)

7002 3150 0005 4578 5396

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



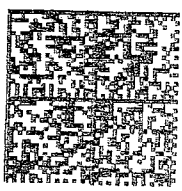


Farmers National Bank
 612 MAIN STREET • P.O. DRAWER D
 EMLENTON, PENNSYLVANIA 16873

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL™



7002 3150 0005 4578 5402



HASLER

\$4.00

MAY 11 2004

US POSTAGE

FIRST CLASS

MAILED FROM 16873

01741 11300057

Kathleen Dworetzky
 173 Treasure Lk
 Du Bois, PA 15801-9003

mlv

NAME *5/12/04*
 1st Name
 2nd Name
5/27/04

- ☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☒ S ☐ NO SUCH NUMBER/ STREET
☒ - UNABLE TO DELIVERABLE AS ADDRESSED
☐ OTHER

RTS
 RETURN TO SENDER

15801-9003 03

NAME
 1st Name *5.14.04*
 2nd Name *5.19.04*
 Return *5.29.04*

FARMERS NATIONAL BANK
OF EMLENTON,
Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 04-1562-CD

TYPE OF PLEADING:
Complaint in Mortgage Foreclosure

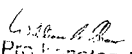
FILED ON BEHALF OF:
Farmers National Bank of Emlenton,
Plaintiff

COUNSEL OF RECORD:
Lynn, King & Schreffler, P.C.
Michael W. Sloat, Esq.
I.D. No. 89076
606 Main Street, Box 99
Emlenton, PA 16373
(724) 867-5921

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 07 2004

Attest.


Prothonotary/
Clerk of Courts

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

NOTICE TO DEFEND AND CLAIM RIGHTS

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.
Michael W. Sloat, Esquire
I.D. No. 89076
P.O. Box 99, 606 Main Street
Emlenton, PA 16373

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, the Farmers National Bank of Emlenton, by and through its attorneys, Lynn, King & Schreffler, P.C., per Michael W. Sloat, Esq., and files this Complaint in Mortgage Foreclosure, whereof the following is a statement:

1. The Plaintiff is Farmers National Bank of Emlenton (hereinafter referred to as "Plaintiff"), a national banking association organized and existing under and by virtue of the laws of the United States of America, having its principal office at 612 Main Street, Drawer D, Emlenton, Venango County, Pennsylvania 16373, successor in interest to Peoples Savings Bank.
2. The Defendants, Edward J. Dworetzky and Kathleen Dworetzky, husband and wife, (hereinafter referred to as "Defendants"), are adult individuals whose last known address is 173 Treasure Lake, DuBois, Pennsylvania 15801
3. The Defendants are owners, and trustees, of a certain parcel of property located in the City of DuBois, Clearfield County, Pennsylvania, as is more specifically described by deed dated the 19th day of November, 1997, and recorded in the Clearfield County Recorder's Office, Clearfield County, Record Book Volume 1889, Page 165, under date of November 21, 1997, a true and correct copy of which is attached hereto, marked as Exhibit "A" and incorporated by reference herein.

4. The Defendants are obligors to the Plaintiff, by virtue of certain promises and agreements made on the 21st day of November, 1997, in DuBois, County of Clearfield, Commonwealth of Pennsylvania.
5. The certain promises and agreements between the Plaintiff and the Defendants were reduced to writing in the form of a Note, a true and correct copy of which is attached hereto, marked as Exhibit "B" and incorporated by reference herein.
6. In said Note, Exhibit "B", the Defendants promised to pay a debt to the Plaintiff in the amount of \$20,000.00, in regular monthly installments of \$191.13, beginning on the 1st day of January, 1998, and continuing on the 1st day of each and every month consecutively ensuing, until the debt was repaid, except that any remaining indebtedness, if not paid sooner, was due and payable on December 1, 2012.
7. The said Note, Exhibit "B", is secured by a Mortgage on the above-described property which is recorded in the Clearfield County Recorder's Office, Clearfield County, Pennsylvania, in Record Book Volume 1889, Page 169, under date of November 21, 1997, a true and correct copy of which is attached hereto, marked as Exhibit "C", and incorporated by reference herein.
8. The Mortgage is in default because the Defendants have failed to make the required monthly payments of \$203.96 for the month of October, 2003, through the date of this Complaint, whereby, the whole balance of principal and interest due thereon has been accelerated and become due and payable forthwith together with late charges, costs of collection, title search fees and reasonable attorney's fees.
9. Despite repeated requests, the Defendants have not cured the default.
10. By reason of said default, the following sums are due Plaintiff:

Principal Balance	\$ 15,251.56
Interest through 7/13/04	
(\$3.086 per diem)	881.41
Late charges as of 7/13/04	
4% per month (\$7.64)	69.86
Reasonable Attorney's Fees at	
10% of amount owed	1,620.29
TOTAL	<u>\$ 17,823.12</u>

Plus interest and late charges from July 13, 2004, through the date of judgment, costs and reasonable attorney's fees in the amount of 10% thereof.

11. Defendant Melissa M. Schaughnessy holds bare legal title by virtue of a Quit Claim Deed dated November 25, 2000, which was subsequently set aside and voided by Court Order dated May 1, 2002 pursuant to 12 Pa. Cons. Stat. 5107 and the property held in constructive trust with Defendants Edward Dworetzky and Kathleen Dworetzky appointed Trustees Maleficio.
12. Plaintiff has complied fully with Act No. 91, [35 P.S. §1680.401(c)], of the 1983 Session of the General Assembly ("Act 91"), as amended, of the Commonwealth of Pennsylvania, by mailing to Defendants at 173 Treasure Lake, DuBois, PA 15801-9003, Act 91 notices, by certified and regular first class mail, and the applicable time periods have expired, a true and correct copy of which notices are attached hereto, marked respectively as Exhibits "D" and "E", and incorporated by reference herein.
13. The aforescribed notices more particularly set forth in paragraph 11 hereof was received by Defendant Edward J. Dworetzky on May 13, 2004 as evidenced by the receipt for certified mail and domestic return receipt attached hereto, and incorporated by reference herein. Defendant Kathleen Dworetzky's notice was returned, as evidenced by the receipt for certified mail and domestic return receipt attached hereto, and both marked Exhibit "F" and incorporated by reference herein. The notice to Kathleen Dworetzky that was sent by regular United States Mail was not returned.

WHEREFORE, the Plaintiff prays this Honorable Court enter judgment against the Defendants for foreclosure and sale of the mortgaged property and for judgment against the Defendants in the amount of \$17,823.12, together with interest and late charges from July 13, 2004, costs, reasonable attorney's fees, and all other amounts advanced by Plaintiff.

LYNN, KING & SCHREFFLER, P.C.:



Michael W. Sloat, Esquire
Attorney for Plaintiff

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

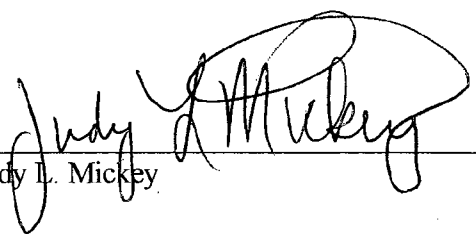
VERIFICATION

COMMONWEALTH OF PENNSYLVANIA

SS.

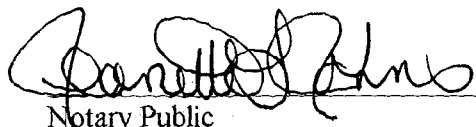
COUNTY OF VENANGO

I, Judy L. Mickey, being duly sworn according to law, depose and say that I am the
Collection Manager of Farmers National Bank of Emlenton, Plaintiff in the above captioned action,
and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the
best of my knowledge, information and belief.


Judy L. Mickey

Sworn and subscribed before me

this 4th day of October, 2004.


Notary Public

My Commission Expires:

Notarial Seal
Jeanette L. Johns, Notary Public
Emlenton Boro, Venango County
My Commission Expires Oct. 3, 2005
Member, Pennsylvania Association of Notaries

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County Parcel No. _____

THIS DEED,

MADE the 19th day of November, in the year nineteen hundred and ninety-seven (1997)

BETWEEN RAYMOND J. ROSS and DOROTHY E. ROSS, husband and wife, whose address is 115 1/2 E. Weber Avenue, DuBois, Pennsylvania, 15801, hereinafter referred to as Grantor;

A
N
D

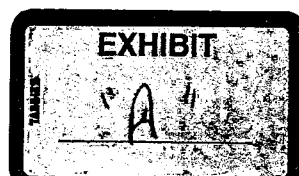
EDWARD J. DWORETZKY and KATHLEEN DWORETZKY, husband and wife, whose address is 173 Treasure Lake, DuBois, Pennsylvania 15801, as tenants by the entireties, hereinafter referred to as Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

WITNESSETH, That in consideration of TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$23,750.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees,

ALL that certain lot or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, known and numbered on the plan of J. E. Long's Addition to said City of DuBois as the Northeasterly part of Lot No. 136, and being bounded and described as follows:

BEGINNING at a post at the corner formed by the intersection of the Southwesterly side of East Pine Alley and the Northwesterly side of Zierden Alley; thence South 52 degrees 30 minutes West by line of Zierden Alley, 50 feet to a point; thence North 37 degrees 30 minutes West through land of A. Lone Smiley and Pearl L. Smiley 50 feet to a post in the division line between Lot No. 136 and Lot No. 137; thence North 52 degrees 30 minutes East by line of said Lot No. 137, 50 feet to a post at East Pine Alley; thence South 37 degrees 30 minutes East by line of East Pine Alley, 50 feet to a post at the corner of Zierden Alley, the place of beginning.



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HAVING thereon erected a two story frame dwelling house known as 115 1/2 East Weber Avenue.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed by deed of Donald E. Johnson, as Administrator of Veterans' Affairs, an Officer of the United States of America, to Raymond J. Ross and Dorothy E. Ross, his wife, dated March 31, 1971, and recorded in the Office of the Recorder of Deeds in Volume 573, page 675.

PROMISES. The Grantor promises that the Grantor has done no act to encumber the property. This means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property.

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

[Handwritten signatures of Raymond J. Ross and Dorothy E. Ross]

[Handwritten signature of Raymond J. Ross] (Seal)
RAYMOND J. ROSS

[Handwritten signature of Dorothy E. Ross] (Seal)
DOROTHY E. ROSS

Commonwealth of Pennsylvania)

County of Clearfield)

On this, the 19th day of November, 1997, before me, the undersigned officer, personally appeared RAYMOND J. ROSS and DOROTHY E. ROSS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission EXPIRES
Kathleen M. Myers, Notary Public
Delaware, Clearfield County
My Commission Expires April 24, 2000.

[Handwritten signature of Kathleen M. Myers]
Notary Public



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NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

EDWARD J. DWORETZKY

KATHLEEN DWORETZKY

This 21st day of November, 1997.

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

CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

173 TREASURE LAKE
Du Bois, PA 15801

[Signature]
Attorney or Agent for Grantee

VOL 1889 PAGE 168

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY
TRANSFER
TAX 10/26/07
237.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:00 AM 11-21-17
BY *[Signature]*
FEES 135
Karen L. Starck, Recorder

5667 237.50
21075 118.50
21075 118.50

EMBOYS AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 237.50

PAID 11-21-17 KAREN L. STARCK
Date Agent

Record of Record 11-21-17 8:00 AM Karen L. Starck, Recorder

NOTE

November 21, 1997 DuBois PA
[City] [State]
1154 East Weber Avenue, DuBois, PA 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 20,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Peoples Savings Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.00%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on January 1, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1, 2012, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 17 W. Long Avenue, DuBois, PA 15801

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 191.13

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.



8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

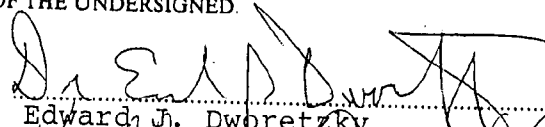
10. UNIFORM SECURED NOTE

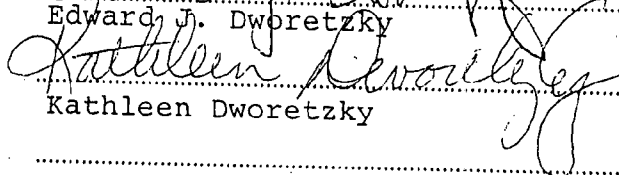
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


Edward J. Dworetzky(Seal)
Borrower


Kathleen Dworetzky(Seal)
Borrower

.....(Seal)
Borrower

[Sign Original Only]

MORTGAGE

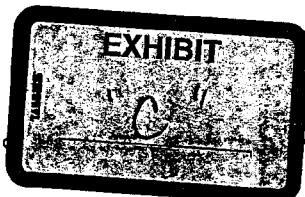
VOL 1389 PAGE 169

THIS MORTGAGE ("Security Instrument") is given on November 21 19 97. The mortgagor is Edward J. Dworetzky and Kathleen Dworetzky ("Borrower"). This Security Instrument is given to Peoples Savings Bank, which is organized and existing under the laws of the Commonwealth of PA, and whose address is 17 W. Long Avenue, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Twenty Thousand and no/100ths Dollars (U.S. \$ 20,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2012. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the City of DuBois, Clearfield County, Pennsylvania: ALL that certain lot or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, known and numbered on the plan of J. E. Long's Addition to said City of DuBois as the Northeasterly part of Lot No. 136, and being bounded and described as follows:

BEGINNING at a post at the corner formed by the intersection of the South-westerly side of East Pine Alley and the Northwesterly side of Zierden Alley; thence South 52° 30' West by line of Zierden Alley 50 feet to a point; thence North 37° 30' West through land of A. Lone Smiley and Pearl L. Smiley 50 feet to a post in the division line between Lot No. 136 and Lot No. 137; thence North 52° 30' East by line of said Lot No. 137, 50 feet to a post at East Pine Alley; thence South 37° 30' East by line of East Pine Alley, 50 feet to a post at the corner of Zierden Alley, the place of beginning.

HAVING thereon erected a two-story frame dwelling house known as 115½ East Weber Avenue.

which has the address of 115½ East Weber Avenue DuBois, Pennsylvania 15801 ("Property Address");



COPY

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender's opinion operating to prevent this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of

proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund, by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

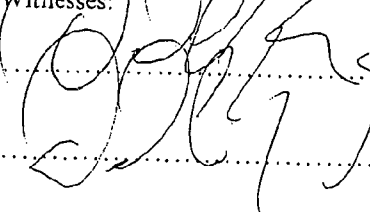
27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

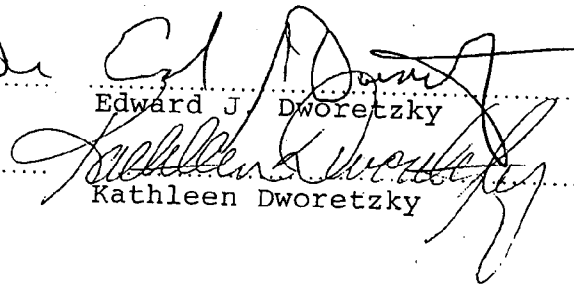
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|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ VA Rider | ☐ Other(s) [Specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 11/21/97 (Seal)
Edward J. Dworetzky —Borrower

 11/21/97 (Seal)
Kathleen Dworetzky —Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 21st day of November, 1997, before me, a Notary Public, the undersigned officer, personally appeared Edward J. Dworetzky and Kathleen Dworetzky, known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:

Notarial Seal
Margaret J. Thompson, Notary Public
DuBois, Clearfield County
My Commission Expires Oct. 31, 1998

Member, Pennsylvania Association of Notaries

Margaret J. Thompson

Notary Public

Title of Officer

I certify that the precise place of business of the within named Mortgagee is 17 W. Long Avenue, DuBois, PA 15801

RECORDED in the Office for Recording of Deeds in and for
in Mortgage Book No. Page &c.
Date Recorder

Number

Recorded

Page

Vol.

Mortgage

From

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY

To

PEOPLES SAVINGS BANK

Amount \$ 20,000.00

115 1/2 E. Weber Avenue
DuBois, PA 15801
Premises

hereby CERTIFY that this document
recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 8:51 AM 11-21-97

BY [Signature]

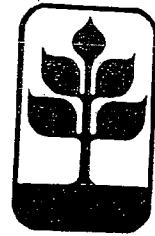
FEES 17.50

Karen L. Starck, Recorder

Record of Record 11/21/97 8:51 AM Karen L. Starck, Recorder

Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373
Phone 724-867-2311 / Fax: 724-867-1614



May 10, 2004

Edward Dworetzky
173 Treasure Lk
Du Bois, PA 15801-9003

In re: Notice of Intention to Foreclose Mortgage

Dear Mr. Dworetzky:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

Please give this matter your prompt attention.

Cordially,

Asset Recovery Manager

Enc.1: Notice
Certified Mail:7002 3150 0005 4578 5396
cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 05/10/04

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S)

Edward Dworetzky

PROPERTY ADDRESS:

115 1/2 East Weber Avenue
DuBois, PA 15801

LOAN ACCOUNT NO.:

115011428

ORIGINAL LENDER:

Peoples Savings

CURRENT LENDER / SERVICER:

Farmers National Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- ☐ IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- ☐ IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- ☐ IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property located at: 115 1/2 East Weber Avenue
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Months: October, November, December, January
Amount Past Due: \$1,584.73

Other charges (explain/itemize):

Principal: \$845.86
Late Charges: \$53.05
Total Interest Due: \$685.82

TOTAL AMOUNT PAST DUE:

\$1,584.73

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1584.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank
612 Main Street, Drawer D
Emlenton, PA 16373

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the 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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Farmers National Bank
<u>Address:</u>	612 Main Street, Emlenton, PA 16373
<u>Phone Number:</u>	(724) 867-2311
<u>Fax Number:</u>	(724) 867-1614
<u>Contact Person:</u>	Judy L. Mickey

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You _____ may or X may not (CHECK ONE) sell or transfer your home 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 sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- ☐ TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- ☐ TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- ☐ TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- ☐ TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- ☐ TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- ☐ TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
Marcia Hess
2275 Swallow Hill Road, Building 200
Pittsburgh, PA 15220
2933
Telephone: (412) 429-2842
Fax: (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 737-

Fax: (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 9550
Pittsburgh, PA 15219
Telephone: (412) 391-1956 or
(412) 281-2102 or (800) 792-2801
Fax: (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
Telephone: (412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport, PA 15132
Telephone: (412) 664-1906
Fax: (412) 664-0873

Urban League of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield Street
Pittsburgh, PA 15222-2222
Telephone: (412) 227-4802
Fax: (412) 261-5207

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
or (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 338-2933
Fax: (412) 338-9963

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
Telephone: (412) 391-1956
Fax: (412) 391-4512

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Housing Opportunities, Inc.
650 Corporate Street, Suite 207
McKeesport, PA 15132
Telephone: (412) 664-1590
Fax: (412) 664-0873

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962
Fax: (412) 462-9964

Housing Opportunities, Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
Telephone: (412) 664-1906
Fax: (412) 664-0873

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954
or (800) 737-2933
Fax: (412) 338-9963

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

CLEARFIELD COUNTY

Keystone Economic Development Corporation
Program
1954 Mary Grace Lane
Johnstown, PA 15901
Telephone: (814) 535-6556
Fax: (814) 539-1688

Indiana Co. Community Action

827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
Fax: (814) 944-5747

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
Telephone: (814) 238-3668
Fax: (814) 238-3669

ELK COUNTY

John F. Kennedy Center, Inc.
Corp
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

Northern Tier Community Action
P.O. Box 389, 135 West 4th Street
Emporium, PA 15834
Telephone: (814) 486-1161
Fax: (814) 486-0825

FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council
204 Liberty Street, Post Office Box 547
Warren, PA 16365
Telephone: (814) 726-2400
Fax: (814) 723-0510

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

MERCER COUNTY

Shenango Valley Urban League, Inc.
Inc.
601 Indiana Avenue
Farrell, PA 16121
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (412) 282-7812

Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373
Phone 724-867-2311 / Fax: 724-867-1614



May 10, 2004

Kathleen Dworetzky
173 Treasure Lk
Du Bois, PA 15801-9003

In re: Notice of Intention to Foreclose Mortgage

Dear Ms. Dworetzky:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

Please give this matter your prompt attention.

Cordially,

Asset Recovery Manager

Enc. 1: Notice
Certified Mail: 7002 3150 0005 4578 5402
cc: First Class Mail



SERVING THIS AREA...FROM THIS AREA

Date: 05/10/04

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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HOMEOWNER'S NAME(S)

Kathleen Dworetzky

PROPERTY ADDRESS:

115 1/2 East Weber Avenue
DuBois, PA 15801

LOAN ACCOUNT NO.:

115011428

ORIGINAL LENDER:

Peoples Savings

CURRENT LENDER / SERVICER:

Farmers National Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- ☐ IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- ☐ IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- ☐ IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

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RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the 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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Farmers National Bank
<u>Address:</u>	612 Main Street, Emlenton, PA 16373
<u>Phone Number:</u>	(724) 867-2311
<u>Fax Number:</u>	(724) 867-1614
<u>Contact Person:</u>	Judy L. Mickey

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You _____ may or X may not (CHECK ONE) sell or transfer your home 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 sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- ☐ TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- ☐ TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- ☐ TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- ☐ TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- ☐ TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- ☐ TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
Marcia Hess
2275 Swallow Hill Road, Building 200
Pittsburgh, PA 15220
2933
Telephone: (412) 429-2842
Fax: (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 737-
Fax: (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 9550
Pittsburgh, PA 15219
Telephone: (412) 391-1956 or
(412) 281-2102 or (800) 792-2801
Fax: (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
Telephone: (412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport, PA 15132
Telephone: (412) 664-1906
Fax: (412) 664-0873

Urban League of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield Street
Pittsburgh, PA 15222-2222
Telephone: (412) 227-4802
Fax: (412) 261-5207

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
or (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 338-2933
Fax: (412) 338-9963

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
Telephone: (412) 391-1956
Fax: (412) 391-4512

Housing Opportunities, Inc.
650 Corporate Street, Suite 207
McKeesport, PA 15132
Telephone: (412) 664-1590
Fax: (412) 664-0873

Housing Opportunities, Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
Telephone: (412) 664-1906
Fax: (412) 664-0873

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962
Fax: (412) 462-9964

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954
or (800) 737-2933
Fax: (412) 338-9963

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

CLEARFIELD COUNTY

Keystone Economic Development Corporation
Program
1954 Mary Grace Lane
Johnstown, PA 15901
Telephone: (814) 535-6556
Fax: (814) 539-1688

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
Fax: (814) 944-5747

Indiana Co. Community Action
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
Telephone: (814) 238-3668
Fax: (814) 238-3669

ELK COUNTY

John F. Kennedy Center, Inc.
Corp
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

Northern Tier Community Action
P.O. Box 389, 135 West 4th Street
Emporium, PA 15834
Telephone: (814) 486-1161
Fax: (814) 486-0825

FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council
204 Liberty Street, Post Office Box 547
Warren, PA 16365
Telephone: (814) 726-2400
Fax: (814) 723-0510

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

MERCER COUNTY

Shenango Valley Urban League, Inc.
Inc.
601 Indiana Avenue
Farrell, PA 16121
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (412) 282-7812

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 115 1/2 East Weber Avenue
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Months:	October, November, December, January
Amount Past Due:	\$1,584.73

Other charges (explain/itemize):

Principal:	\$845.86
Late Charges:	\$53.05
Total Interest Due:	\$685.82

TOTAL AMOUNT PAST DUE:

\$1,584.73

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1584.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank
612 Main Street, Drawer D
Emlenton, PA 16373

USPS Mail Service™
REGISTERED MAIL™ RECEIPT
 (Mail Only; No Insurance Coverage Provided)

For more information, visit our website at www.usps.com

OFFICIAL USE

Stage \$ 83
 1st Fee 2.30
 2nd Fee 1.75
 3rd Fee
 4th Fee
 5th Fee
 Fees \$ 4.88

Postmark Here
 11 2004

USPS

Rathleen Dworetzky
 173 Treasure Lake
 Dubois, PA 15801-9003

2002 See Reverse for Instructions

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:
 Rathleen Dworetzky
 173 Treasure Lake
 Dubois, PA 15801-9003
 QLM

2. Article Number
 (Transfer from service label) 7002 3150 0005 4578 5402

PS Form 3811, August 2001

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X ☐ Agent
☐ Address

B. Received by (Printed Name)
 C. Date of Delivery

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Domestic Return Receipt 102595-02-M-15

USPS Mail Service™
REGISTERED MAIL™ RECEIPT
 (Mail Only; No Insurance Coverage Provided)

For more information, visit our website at www.usps.com

OFFICIAL USE

Stage \$ 6.65
 1st Fee 2.30
 2nd Fee 1.75
 3rd Fee
 4th Fee
 5th Fee
 Fees \$ 4.65

Postmark Here
 MAY 11 2004

USPS

Edward Dworetzky
 173 Treasure LK
 Dubois, PA 15801

2002 See Reverse for Instructions

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:
 Edward Dworetzky
 173 Treasure LK
 Dubois, PA 15801

2. Article Number
 (Transfer from service label) 7002 3150 0005 4578 5396

PS Form 3811, August 2001

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X ☐ Agent
☐ Address

B. Received by (Printed Name)
 C. Date of Delivery 5/13/04

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Domestic Return Receipt 102595-02-M-15





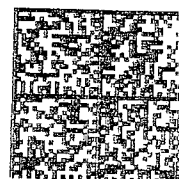
Farmers National Bank

612 MAIN STREET • P.O. DRAWER D
EMLENTON, PENNSYLVANIA 16373

CERTIFIED MAIL™



7002 3150 0005 4578 5402



HASLER

\$4.6

MAY 11 2006

US POSTAGE

FIRST CLASS

MAILED FROM 16373

01741 1130007

Kathleen Dworetzky
173 Treasure Lk
Du Bois, PA 15801-9003

mlv

- ☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☐ S ☐ NO SUCH NUMBER/STREET
☒ NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

OTHER

RTS
RETURN TO SENDER

NAME
1st Notice 5.14.04
2nd Notice 5.19.04
Return 5.29.04

15801-9003 03

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 04-1562-CD

TYPE OF PLEADING:
Complaint in Mortgage Foreclosure

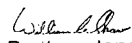
FILED ON BEHALF OF:
Farmers National Bank of Emlenton,
Plaintiff

COUNSEL OF RECORD:
Lynn, King & Schreffler, P.C.
Michael W. Sloat, Esq.
I.D. No. 89076
606 Main Street, Box 99
Emlenton, PA 16373
(724) 867-5921

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 07 2004

Attest.


Prothonotary/
Clerk of Courts

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

NOTICE TO DEFEND AND CLAIM RIGHTS

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.
Michael W. Sloat, Esquire
I.D. No. 89076
P.O. Box 99, 606 Main Street
Emlenton, PA 16373

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, the Farmers National Bank of Emlenton, by and through its attorneys, Lynn, King & Schreffler, P.C., per Michael W. Sloat, Esq., and files this Complaint in Mortgage Foreclosure, whereof the following is a statement:

1. The Plaintiff is Farmers National Bank of Emlenton (hereinafter referred to as "Plaintiff"), a national banking association organized and existing under and by virtue of the laws of the United States of America, having its principal office at 612 Main Street, Drawer D, Emlenton, Venango County, Pennsylvania 16373, successor in interest to Peoples Savings Bank.
2. The Defendants, Edward J. Dworetzky and Kathleen Dworetzky, husband and wife, (hereinafter referred to as "Defendants"), are adult individuals whose last known address is 173 Treasure Lake, DuBois, Pennsylvania 15801
3. The Defendants are owners, and trustees, of a certain parcel of property located in the City of DuBois, Clearfield County, Pennsylvania, as is more specifically described by deed dated the 19th day of November, 1997, and recorded in the Clearfield County Recorder's Office, Clearfield County, Record Book Volume 1889, Page 165, under date of November 21, 1997, a true and correct copy of which is attached hereto, marked as Exhibit "A" and incorporated by reference herein.

4. The Defendants are obligors to the Plaintiff, by virtue of certain promises and agreements made on the 21st day of November, 1997, in DuBois, County of Clearfield, Commonwealth of Pennsylvania.
5. The certain promises and agreements between the Plaintiff and the Defendants were reduced to writing in the form of a Note, a true and correct copy of which is attached hereto, marked as Exhibit "B" and incorporated by reference herein.
6. In said Note, Exhibit "B", the Defendants promised to pay a debt to the Plaintiff in the amount of \$20,000.00, in regular monthly installments of \$191.13, beginning on the 1st day of January, 1998, and continuing on the 1st day of each and every month consecutively ensuing, until the debt was repaid, except that any remaining indebtedness, if not paid sooner, was due and payable on December 1, 2012.
7. The said Note, Exhibit "B", is secured by a Mortgage on the above-described property which is recorded in the Clearfield County Recorder's Office, Clearfield County, Pennsylvania, in Record Book Volume 1889, Page 169, under date of November 21, 1997, a true and correct copy of which is attached hereto, marked as Exhibit "C", and incorporated by reference herein.
8. The Mortgage is in default because the Defendants have failed to make the required monthly payments of \$203.96 for the month of October, 2003, through the date of this Complaint, whereby, the whole balance of principal and interest due thereon has been accelerated and become due and payable forthwith together with late charges, costs of collection, title search fees and reasonable attorney's fees.
9. Despite repeated requests, the Defendants have not cured the default.
10. By reason of said default, the following sums are due Plaintiff:

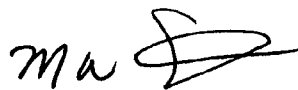
Principal Balance	\$ 15,251.56
Interest through 7/13/04	
(\$3.086 per diem)	881.41
Late charges as of 7/13/04	
4% per month (\$7.64)	69.86
Reasonable Attorney's Fees at	
10% of amount owed	1,620.29
TOTAL	<u>\$ 17,823.12</u>

Plus interest and late charges from July 13, 2004, through the date of judgment, costs and reasonable attorney's fees in the amount of 10% thereof.

11. Defendant Melissa M. Schaughnessy holds bare legal title by virtue of a Quit Claim Deed dated November 25, 2000, which was subsequently set aside and voided by Court Order dated May 1, 2002 pursuant to 12 Pa. Cons. Stat. 5107 and the property held in constructive trust with Defendants Edward Dworetzky and Kathleen Dworetzky appointed Trustees Maleficio.
12. Plaintiff has complied fully with Act No. 91, [35 P.S. §1680.401(c)], of the 1983 Session of the General Assembly ("Act 91"), as amended, of the Commonwealth of Pennsylvania, by mailing to Defendants at 173 Treasure Lake, DuBois, PA 15801-9003, Act 91 notices, by certified and regular first class mail, and the applicable time periods have expired, a true and correct copy of which notices are attached hereto, marked respectively as Exhibits "D" and "E", and incorporated by reference herein.
13. The aforescribed notices more particularly set forth in paragraph 11 hereof was received by Defendant Edward J. Dworetzky on May 13, 2004 as evidenced by the receipt for certified mail and domestic return receipt attached hereto, and incorporated by reference herein. Defendant Kathleen Dworetzky's notice was returned, as evidenced by the receipt for certified mail and domestic return receipt attached hereto, and both marked Exhibit "F" and incorporated by reference herein. The notice to Kathleen Dworetzky that was sent by regular United States Mail was not returned.

WHEREFORE, the Plaintiff prays this Honorable Court enter judgment against the Defendants for foreclosure and sale of the mortgaged property and for judgment against the Defendants in the amount of \$17,823.12, together with interest and late charges from July 13, 2004, costs, reasonable attorney's fees, and all other amounts advanced by Plaintiff.

LYNN, KING & SCHREFFLER, P.C.:



Michael W. Sloat, Esquire
Attorney for Plaintiff

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

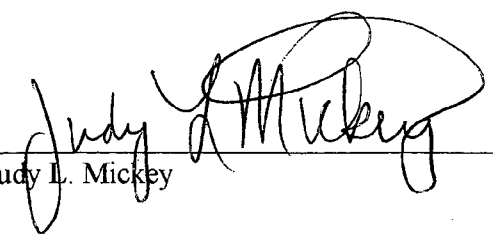
VERIFICATION

COMMONWEALTH OF PENNSYLVANIA

SS.

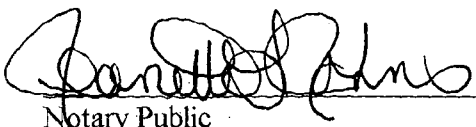
COUNTY OF VENANGO

I, Judy L. Mickey, being duly sworn according to law, depose and say that I am the
Collection Manager of Farmers National Bank of Emlenton, Plaintiff in the above captioned action,
and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the
best of my knowledge, information and belief.

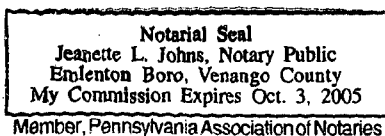

Judy L. Mickey

Sworn and subscribed before me

this 4th day of October, 2004.


Notary Public

My Commission Expires:



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County Parcel No. _____

THIS DEED,

MADE the 19th day of November, in the year nineteen hundred and ninety-seven (1997)

BETWEEN RAYMOND J. ROSS and DOROTHY E. ROSS, husband and wife, whose address is 115 1/2 E. Weber Avenue, DuBois, Pennsylvania, 15801, hereinafter referred to as Grantor;

A
N
D

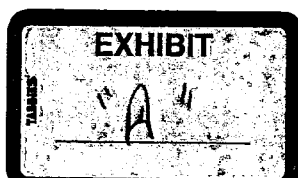
EDWARD J. DWORETZKY and KATHLEEN DWORETZKY, husband and wife, whose address is 173 Treasure Lake, DuBois, Pennsylvania 15801, as tenants by the entireties, hereinafter referred to as Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

WITNESSETH, That in consideration of TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$23,750.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees,

ALL that certain lot or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, known and numbered on the plan of J. E. Long's Addition to said City of DuBois as the Northeasterly part of Lot No. 136, and being bounded and described as follows:

BEGINNING at a post at the corner formed by the intersection of the Southwesterly side of East Pine Alley and the Northwesterly side of Zierden Alley; thence South 52 degrees 30 minutes West by line of Zierden Alley, 50 feet to a point; thence North 37 degrees 30 minutes West through land of A. Lone Smiley and Pearl L. Smiley 50 feet to a post in the division line between Lot No. 136 and Lot No. 137; thence North 52 degrees 30 minutes East by line of said Lot No. 137, 50 feet to a post at East Pine Alley; thence South 37 degrees 30 minutes East by line of East Pine Alley, 50 feet to a post at the corner of Zierden Alley, the place of beginning.



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HAVING thereon erected a two story frame dwelling house known as 115 1/2 East Weber Avenue.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed by deed of Donald E. Johnson, as Administrator of Veterans' Affairs, an Officer of the United States of America, to Raymond J. Ross and Dorothy E. Ross, his wife, dated March 31, 1971, and recorded in the Office of the Recorder of Deeds in Volume 573, page 675.

PROMISES. The Grantor promises that the Grantor has done no act to encumber the property. This means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property.

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

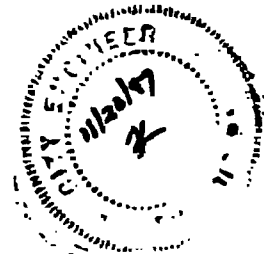
[Handwritten signatures of Raymond J. Ross and Dorothy E. Ross]

[Handwritten signature of Raymond J. Ross] (Seal)
RAYMOND J. ROSS

[Handwritten signature of Dorothy E. Ross] (Seal)
DOROTHY E. ROSS

Commonwealth of Pennsylvania)

County of Clearfield)



On this, the 19th day of November, 1997, before me, the undersigned officer, personally appeared RAYMOND J. ROSS and DOROTHY E. ROSS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission EXPIRES
Kathleen M. Myers, Notary Public
Dothan, Clearfield County
My Commission Expires April 24, 2000.

[Handwritten signature of Kathleen M. Myers]
Notary Public



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NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:



 EDWARD J. DWORETZKY



 KATHLEEN DWORETZKY

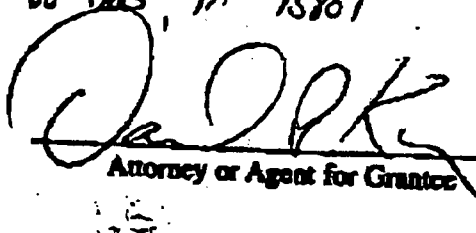
 This 21st day of November, 199 7.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE OF THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 253, approved September 10, 1965, as amended.)

CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

173 TREASURE LAKE
 Du Bois, PA 15801



 Attorney or Agent for Grantee

VOL 1889 PAGE 168

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
RENTAL
TRANSFER
TAX 10/24/07
237.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:07 AM 11-31-17
BY *[Signature]*
FEES 13.57
Karen L. Starck, Recorder

5645 237.50
2017 118.50
2018 118.50

ELBOIS AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 237.50
PAID 11-31-17 KAREN L. STARCK
Date Agent

Record of Record 11-31-17 8:07 AM Karen L. Starck, Recorder

NOTE

November 21, 1997 DuBois PA
[City] [State]
1154 East Weber Avenue, DuBois, PA 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$20,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Peoples Savings Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.00%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on January 1, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1, 2012, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 17 W. Long Avenue, DuBois, PA 15801

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$191.13

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

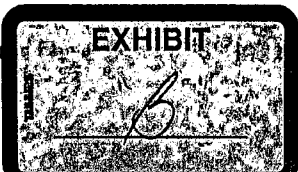
(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.



8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

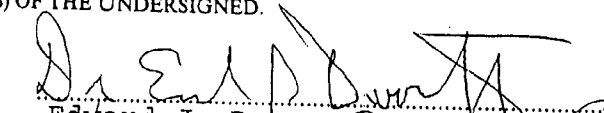
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


.....(Seal)
Edward J. Dworetzky
-Borrower


.....(Seal)
Kathleen Dworetzky
-Borrower

.....(Seal)
-Borrower

[Sign Original Only]

MORTGAGE

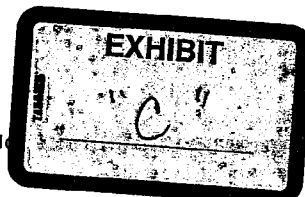
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THIS MORTGAGE ("Security Instrument") is given on November 21 19 97. The mortgagor is Edward J. Dworetzky and Kathleen Dworetzky ("Borrower"). This Security Instrument is given to Peoples Savings Bank, which is organized and existing under the laws of the Commonwealth of PA, and whose address is 17 W. Long Avenue, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Twenty Thousand and no/100ths Dollars (U.S. \$ 20,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2012. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the City of DuBois, Clearfield County, Pennsylvania: ALL that certain lot or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, known and numbered on the plan of J. E. Long's Addition to said City of DuBois as the Northeasterly part of Lot No. 136, and being bounded and described as follows:

BEGINNING at a post at the corner formed by the intersection of the Southwesterly side of East Pine Alley and the Northwesterly side of Zierden Alley; thence South 52° 30' West by line of Zierden Alley 50 feet to a point; thence North 37° 30' West through land of A. Lone Smiley and Pearl L. Smiley 50 feet to a post in the division line between Lot No. 136 and Lot No. 137; thence North 52° 30' East by line of said Lot No. 137, 50 feet to a post at East Pine Alley; thence South 37° 30' East by line of East Pine Alley, 50 feet to a post at the corner of Zierden Alley, the place of beginning.

HAVING thereon erected a two-story frame dwelling house known as 115½ East Weber Avenue.

which has the address of 115½ East Weber Avenue DuBois Pennsylvania 15801 ("Property Address");



COPY

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach in priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach in priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach in priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of

proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund, by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

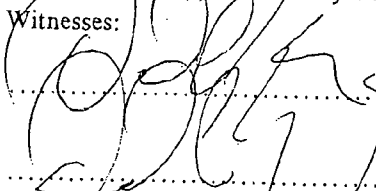
27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

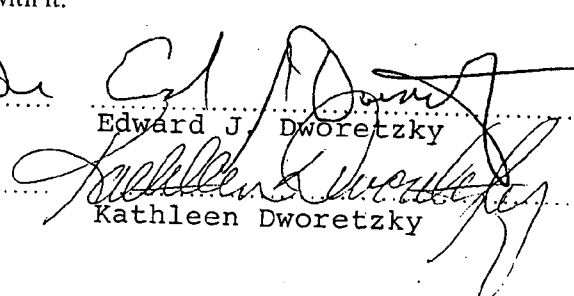
[Check applicable box(es)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ VA Rider | ☐ Other(s) [Specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 11/21/97 (Seal)
Edward J. Dworetzky —Borrower

 11/21/97 (Seal)
Kathleen Dworetzky —Borrower

COMMONWEALTH OF PENNSYLVANIA Clearfield County ss:

On this, the 21st day of November, 1997, before me, a Notary Public, the undersigned officer, personally appeared Edward J. Dworetzky and Kathleen Dworetzky, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:

Notarial Seal
Margaret J. Thompson, Notary Public
DuBois, Clearfield County
My Commission Expires Oct. 31, 1998
Member, Pennsylvania Association of Notaries

Margaret J. Thompson
Notary Public
Title of Officer

I certify that the precise place of business of the within named Mortgagee is 17 W. Long Avenue,
DuBois, PA 15801

RECORDED in the Office for Recording of Deeds in and for
in Mortgage Book No. Page &c.
Date Recorder

Number

Recorded

Page

Vol.

Mortgage

From

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY

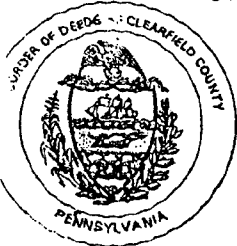
To

PEOPLES SAVINGS BANK

Amount \$ 20,000.00

115 1/2 E. Weber Avenue
DuBois, PA 15801
Premises

hereby CERTIFY that this document
recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:51 AM 11-21-97
BY [Signature]
FEES 17.50
Karen L. Starck, Recorder

Record of Record Nov 21 19 97 8:51 AM Karen L. Starck, Recorder

Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373
Phone 724-867-2311 / Fax: 724-867-1614



May 10, 2004

Edward Dworetzky
173 Treasure Lk
Du Bois, PA 15801-9003

In re: Notice of Intention to Foreclose Mortgage

Dear Mr. Dworetzky:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

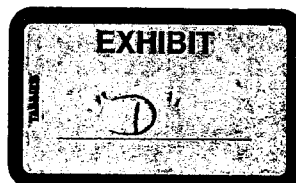
Please give this matter your prompt attention.

Cordially,

Asset Recovery Manager

Enc.1: Notice
Certified Mail:7002 3150 0005 4578 5396
cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 05/10/04

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S)

Edward Dworetzky

PROPERTY ADDRESS:

115 1/2 East Weber Avenue
DuBois, PA 15801

LOAN ACCOUNT NO.:

115011428

ORIGINAL LENDER:

Peoples Savings

CURRENT LENDER / SERVICER:

Farmers National Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- ☐ IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- ☐ IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- ☐ IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property located at: 115 1/2 East Weber Avenue
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Months: October, November, December, January
Amount Past Due: \$1,584.73

Other charges (explain/itemize):

Principal: \$845.86
Late Charges: \$53.05
Total Interest Due: \$685.82

TOTAL AMOUNT PAST DUE:

\$1,584.73

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1584.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank
612 Main Street, Drawer D
Emlenton, PA 16373

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the 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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Farmers National Bank
<u>Address:</u>	612 Main Street, Emlenton, PA 16373
<u>Phone Number:</u>	(724) 867-2311
<u>Fax Number:</u>	(724) 867-1614
<u>Contact Person:</u>	Judy L. Mickey

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You _____ **may** or **X** **may not** (CHECK ONE) sell or transfer your home 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 sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- ☐ TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- ☐ TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- ☐ TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- ☐ TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- ☐ TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- ☐ TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
Marcia Hess
2275 Swallow Hill Road, Building 200
Pittsburgh, PA 15220
2933
Telephone: (412) 429-2842
Fax: (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 737-
Fax: (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 9550
Pittsburgh, PA 15219
Telephone: (412) 391-1956 or
(412) 281-2102 or (800) 792-2801
Fax: (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
Telephone: (412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport, PA 15132
Telephone: (412) 664-1906
Fax: (412) 664-0873

Urban League of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield Street
Pittsburgh, PA 15222-2222
Telephone: (412) 227-4802
Fax: (412) 261-5207

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
or (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 338-2933
Fax: (412) 338-9963

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
Telephone: (412) 391-1956
Fax: (412) 391-4512

Housing Opportunities, Inc.
650 Corporate Street, Suite 207
McKeesport, PA 15132
Telephone: (412) 664-1590
Fax: (412) 664-0873

Housing Opportunities, Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
Telephone: (412) 664-1906
Fax: (412) 664-0873

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962
Fax: (412) 462-9964

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954
or (800) 737-2933
Fax: (412) 338-9963

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

CLEARFIELD COUNTY

Keystone Economic Development Corporation
Program
1954 Mary Grace Lane
Johnstown, PA 15901
Telephone: (814) 535-6556
Fax: (814) 539-1688

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
Fax: (814) 944-5747

Indiana Co. Community Action
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
Telephone: (814) 238-3668
Fax: (814) 238-3669

ELK COUNTY

John F. Kennedy Center, Inc.
Corp
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

Northern Tier Community Action
P.O. Box 389, 135 West 4th Street
Emporium, PA 15834
Telephone: (814) 486-1161
Fax: (814) 486-0825

FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council
204 Liberty Street, Post Office Box 547
Warren, PA 16365
Telephone: (814) 726-2400
Fax: (814) 723-0510

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

MERCER COUNTY

Shenango Valley Urban League, Inc.
Inc.
601 Indiana Avenue
Farrell, PA 16121
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (412) 282-7812

Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373
Phone 724-867-2311 / Fax: 724-867-1614



May 10, 2004

Kathleen Dworetzky
173 Treasure Lk
Du Bois, PA 15801-9003

In re: Notice of Intention to Foreclose Mortgage

Dear Ms. Dworetzky:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

Please give this matter your prompt attention.

Cordially,

Asset Recovery Manager

Enc.1: Notice
Certified Mail:7002 3150 0005 4578 5402
cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 05/10/04

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

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HOMEOWNER'S NAME(S)

Kathleen Dworetzky

PROPERTY ADDRESS:

115 1/2 East Weber Avenue
DuBois, PA 15801

LOAN ACCOUNT NO.:

115011428

ORIGINAL LENDER:

Peoples Savings

CURRENT LENDER / SERVICER:

Farmers National Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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- ☐ IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- ☐ IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

You can cure any other default by taking the following action within **THIRTY (30) DAYS** of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within **THIRTY (30) DAYS** of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within **THIRTY (30) DAYS**, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the **THIRTY (30) DAY** period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the 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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Farmers National Bank
<u>Address:</u>	612 Main Street, Emlenton, PA 16373
<u>Phone Number:</u>	(724) 867-2311
<u>Fax Number:</u>	(724) 867-1614
<u>Contact Person:</u>	<u>Judy L. Mickey</u>

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You _____ may or X may not (CHECK ONE) sell or transfer your home 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 sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- ☐ TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- ☐ TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- ☐ TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- ☐ TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- ☐ TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- ☐ TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
Marcia Hess
2275 Swallow Hill Road, Building 200
Pittsburgh, PA 15220
2933
Telephone: (412) 429-2842
Fax: (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 737-
Fax: (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 9550
Pittsburgh, PA 15219
Telephone: (412) 391-1956 or
(412) 281-2102 or (800) 792-2801
Fax: (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
Telephone: (412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport, PA 15132
Telephone: (412) 664-1906
Fax: (412) 664-0873

Urban League of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield Street
Pittsburgh, PA 15222-2222
Telephone: (412) 227-4802
Fax: (412) 261-5207

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
or (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 338-2933
Fax: (412) 338-9963

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
Telephone: (412) 391-1956
Fax: (412) 391-4512

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Housing Opportunities, Inc.
650 Corporate Street, Suite 207
McKeesport, PA 15132
Telephone: (412) 664-1590
Fax: (412) 664-0873

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962
Fax: (412) 462-9964

Housing Opportunities, Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
Telephone: (412) 664-1906
Fax: (412) 664-0873

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954
or (800) 737-2933
Fax: (412) 338-9963

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

CLEARFIELD COUNTY

Keystone Economic Development Corporation
Program
1954 Mary Grace Lane
Johnstown, PA 15901
Telephone: (814) 535-6556
Fax: (814) 539-1688

Indiana Co. Community Action

827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
Fax: (814) 944-5747

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
Telephone: (814) 238-3668
Fax: (814) 238-3669

ELK COUNTY

John F. Kennedy Center, Inc.
Corp
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

Northern Tier Community Action
P.O. Box 389, 135 West 4th Street
Emporium, PA 15834
Telephone: (814) 486-1161
Fax: (814) 486-0825

FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council
204 Liberty Street, Post Office Box 547
Warren, PA 16365
Telephone: (814) 726-2400
Fax: (814) 723-0510

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

MERCER COUNTY

Shenango Valley Urban League, Inc.
Inc.
601 Indiana Avenue
Farrell, PA 16121
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (412) 282-7812

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property located at: 115 1/2 East Weber Avenue
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Months: October, November, December, January
Amount Past Due: \$1,584.73

Other charges (explain/itemize):

Principal: \$845.86
Late Charges: \$53.05
Total Interest Due: \$685.82

TOTAL AMOUNT PAST DUE:

\$1,584.73

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1584.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank
612 Main Street, Drawer D
Emlenton, PA 16373

First-Class Mail Service™
REGISTERED MAIL™ RECEIPT
 (First-Class Mail Only; No Insurance Coverage Provided)

For more information, visit our website at www.usps.com

OFFICIAL USE

Stage \$ 83
 Postage Fee \$ 2.30
 Postmark Here MAY 11 2004
 Insurance Fee \$ 1.85
 Other Fees \$ 4.88 USPS Qlm

Rathleen Dworetzky
173 Treasure Lake
Dubois PA 15801-9003

PS Form 3811, August 2001 See Reverse for Instructions

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:
Rathleen Dworetzky
173 Treasure Lake
Dubois, PA 15801-9003
Qlm

2. Article Number
 (Transfer from service label) 7002 3150 0005 4578 5402

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-15

First-Class Mail Service™
REGISTERED MAIL™ RECEIPT
 (First-Class Mail Only; No Insurance Coverage Provided)

For more information, visit our website at www.usps.com

OFFICIAL USE

Stage \$ 65
 Postage Fee \$ 2.30
 Postmark Here MAY 11 2004
 Insurance Fee \$ 1.75
 Other Fees \$ 4.65 USPS Qlm

Edward Dworetzky
173 Treasure Lake
Dubois PA 15801-9003

PS Form 3811, August 2001 See Reverse for Instructions

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:
Edward Dworetzky
173 Treasure Lake
Dubois, PA 15801

2. Article Number
 (Transfer from service label) 7002 3150 0005 4578 5396

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 5/13/04

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-15



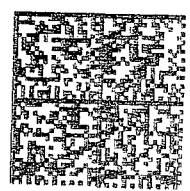


Farmers National Bank
 612 MAIN STREET • P.O. DRAWER D
 EMLENTON, PENNSYLVANIA 16373

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL™



7002 3150 0005 4578 5402



HASLER
 \$4.60
 MAY 11 2004
 US POSTAGE
 FIRST CLASS
 MAILED FROM 16373
 01741 11300057

Kathleen Dworetzky
 173 Treasure Lk
 Du Bois, PA 15801-9003

MLP

☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☒ S ☐ NO SUCH NUMBER/ STREET
☒ - UNABLE TO DELIVERABLE AS ADDRESSED
☐ OTHER

RTS
 RETURN TO SENDER

NAME
 1st Notice 5.14.04
 2nd Notice 5.19.04
 Return 5.29.04

15801-9003 03

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 04-1562-CD

TYPE OF PLEADING:
Complaint in Mortgage Foreclosure

FILED ON BEHALF OF:
Farmers National Bank of Emlenton,
Plaintiff

COUNSEL OF RECORD:
Lynn, King & Schreffler, P.C.
Michael W. Sloat, Esq.
I.D. No. 89076
606 Main Street, Box 99
Emlenton, PA 16373
(724) 867-5921

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 07 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

NOTICE TO DEFEND AND CLAIM RIGHTS

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

David S. Meholic, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.
Michael W. Sloat, Esquire
I.D. No. 89076
P.O. Box 99, 606 Main Street
Emlenton, PA 16373

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, the Farmers National Bank of Emlenton, by and through its attorneys, Lynn, King & Schreffler, P.C., per Michael W. Sloat, Esq., and files this Complaint in Mortgage Foreclosure, whereof the following is a statement:

1. The Plaintiff is Farmers National Bank of Emlenton (hereinafter referred to as "Plaintiff"), a national banking association organized and existing under and by virtue of the laws of the United States of America, having its principal office at 612 Main Street, Drawer D, Emlenton, Venango County, Pennsylvania 16373, successor in interest to Peoples Savings Bank.
2. The Defendants, Edward J. Dworetzky and Kathleen Dworetzky, husband and wife, (hereinafter referred to as "Defendants"), are adult individuals whose last known address is 173 Treasure Lake, DuBois, Pennsylvania 15801
3. The Defendants are owners, and trustees, of a certain parcel of property located in the City of DuBois, Clearfield County, Pennsylvania, as is more specifically described by deed dated the 19th day of November, 1997, and recorded in the Clearfield County Recorder's Office, Clearfield County, Record Book Volume 1889, Page 165, under date of November 21, 1997, a true and correct copy of which is attached hereto, marked as Exhibit "A" and incorporated by reference herein.

4. The Defendants are obligors to the Plaintiff, by virtue of certain promises and agreements made on the 21st day of November, 1997, in DuBois, County of Clearfield, Commonwealth of Pennsylvania.
5. The certain promises and agreements between the Plaintiff and the Defendants were reduced to writing in the form of a Note, a true and correct copy of which is attached hereto, marked as Exhibit "B" and incorporated by reference herein.
6. In said Note, Exhibit "B", the Defendants promised to pay a debt to the Plaintiff in the amount of \$20,000.00, in regular monthly installments of \$191.13, beginning on the 1st day of January, 1998, and continuing on the 1st day of each and every month consecutively ensuing, until the debt was repaid, except that any remaining indebtedness, if not paid sooner, was due and payable on December 1, 2012.
7. The said Note, Exhibit "B", is secured by a Mortgage on the above-described property which is recorded in the Clearfield County Recorder's Office, Clearfield County, Pennsylvania, in Record Book Volume 1889, Page 169, under date of November 21, 1997, a true and correct copy of which is attached hereto, marked as Exhibit "C", and incorporated by reference herein.
8. The Mortgage is in default because the Defendants have failed to make the required monthly payments of \$203.96 for the month of October, 2003, through the date of this Complaint, whereby, the whole balance of principal and interest due thereon has been accelerated and become due and payable forthwith together with late charges, costs of collection, title search fees and reasonable attorney's fees.
9. Despite repeated requests, the Defendants have not cured the default.
10. By reason of said default, the following sums are due Plaintiff:

Principal Balance	\$ 15,251.56
Interest through 7/13/04	
(\$3.086 per diem)	881.41
Late charges as of 7/13/04	
4% per month (\$7.64)	69.86
Reasonable Attorney's Fees at	
10% of amount owed	1,620.29
TOTAL	<u>\$ 17,823.12</u>

Plus interest and late charges from July 13, 2004, through the date of judgment, costs and reasonable attorney's fees in the amount of 10% thereof.

11. Defendant Melissa M. Schaughnessy holds bare legal title by virtue of a Quit Claim Deed dated November 25, 2000, which was subsequently set aside and voided by Court Order dated May 1, 2002 pursuant to 12 Pa. Cons. Stat. 5107 and the property held in constructive trust with Defendants Edward Dworetzky and Kathleen Dworetzky appointed Trustees Maleficio.
12. Plaintiff has complied fully with Act No. 91, [35 P.S. §1680.401(c)], of the 1983 Session of the General Assembly ("Act 91"), as amended, of the Commonwealth of Pennsylvania, by mailing to Defendants at 173 Treasure Lake, DuBois, PA 15801-9003, Act 91 notices, by certified and regular first class mail, and the applicable time periods have expired, a true and correct copy of which notices are attached hereto, marked respectively as Exhibits "D" and "E", and incorporated by reference herein.
13. The aforescribed notices more particularly set forth in paragraph 11 hereof was received by Defendant Edward J. Dworetzky on May 13, 2004 as evidenced by the receipt for certified mail and domestic return receipt attached hereto, and incorporated by reference herein. Defendant Kathleen Dworetzky's notice was returned, as evidenced by the receipt for certified mail and domestic return receipt attached hereto, and both marked Exhibit "F" and incorporated by reference herein. The notice to Kathleen Dworetzky that was sent by regular United States Mail was not returned.

WHEREFORE, the Plaintiff prays this Honorable Court enter judgment against the Defendants for foreclosure and sale of the mortgaged property and for judgment against the Defendants in the amount of \$17,823.12, together with interest and late charges from July 13, 2004, costs, reasonable attorney's fees, and all other amounts advanced by Plaintiff.

LYNN, KING & SCHREFFLER, P.C.:



Michael W. Sloat, Esquire
Attorney for Plaintiff

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

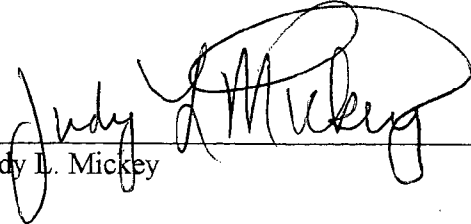
VERIFICATION

COMMONWEALTH OF PENNSYLVANIA

SS.

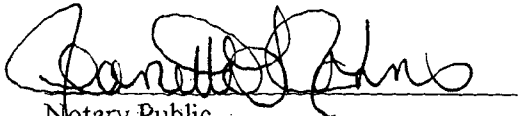
COUNTY OF VENANGO

I, Judy L. Mickey, being duly sworn according to law, depose and say that I am the
Collection Manager of Farmers National Bank of Emlenton, Plaintiff in the above captioned action,
and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the
best of my knowledge, information and belief.


Judy L. Mickey

Sworn and subscribed before me

this 4th day of October, 2004.


Notary Public

My Commission Expires:

Notarial Seal
Jeanette L. Johns, Notary Public
Emlenton Boro, Venango County
My Commission Expires Oct. 3, 2005
Member, Pennsylvania Association of Notaries

VOL 1889 PAGE 165

County Parcel No. _____

THIS DEED,

MADE the 19th day of November, in the year nineteen hundred and ninety-seven (1997)

BETWEEN RAYMOND J. ROSS and DOROTHY E. ROSS, husband and wife, whose address is 115 1/2 E. Weber Avenue, DuBois, Pennsylvania, 15801, hereinafter referred to as Grantor;

A
N
D

EDWARD J. DWORETZKY and KATHLEEN DWORETZKY, husband and wife, whose address is 173 Treasure Lake, DuBois, Pennsylvania 15801, as tenants by the entireties, hereinafter referred to as Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

WITNESSETH, That in consideration of TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$23,750.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees,

ALL that certain lot or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, known and numbered on the plan of J. E. Long's Addition to said City of DuBois as the Northeasterly part of Lot No. 136, and being bounded and described as follows:

BEGINNING at a post at the corner formed by the intersection of the Southwesterly side of East Pine Alley and the Northwesterly side of Zierden Alley; thence South 52 degrees 30 minutes West by line of Zierden Alley, 50 feet to a point; thence North 37 degrees 30 minutes West through land of A. Lone Smiley and Pearl L. Smiley 50 feet to a post in the division line between Lot No. 136 and Lot No. 137; thence North 52 degrees 30 minutes East by line of said Lot No. 137, 50 feet to a post at East Pine Alley; thence South 37 degrees 30 minutes East by line of East Pine Alley, 50 feet to a post at the corner of Zierden Alley, the place of beginning.



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HAVING thereon erected a two story frame dwelling house known as 115 1/2 East Weber Avenue.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed by deed of Donald E. Johnson, as Administrator of Veterans' Affairs, an Officer of the United States of America, to Raymond J. Ross and Dorothy E. Ross, his wife, dated March 31, 1971, and recorded in the Office of the Recorder of Deeds in Volume 573, page 675.

PROMISES. The Grantor promises that the Grantor has done no act to encumber the property. This means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property.

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

[Handwritten signatures of Raymond J. Ross and Dorothy E. Ross]

[Handwritten signature of Raymond J. Ross] (Seal)
RAYMOND J. ROSS

[Handwritten signature of Dorothy E. Ross] (Seal)
DOROTHY E. ROSS

Commonwealth of Pennsylvania)

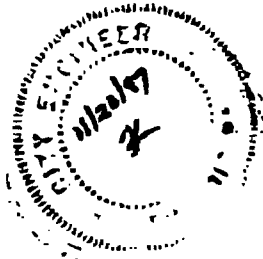
County of Clearfield)

On this, the 19th day of November, 1997, before me, the undersigned officer, personally appeared RAYMOND J. ROSS and DOROTHY E. ROSS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission EXPIRES
Kathleen M. Myers, Notary Public
DuBois, Clearfield County
My Commission Expires April 24, 2000.

[Handwritten signature of Kathleen M. Myers]
Notary Public



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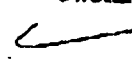
NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:



 EDWARD J. DWORETZKY



 KATHLEEN DWORETZKY

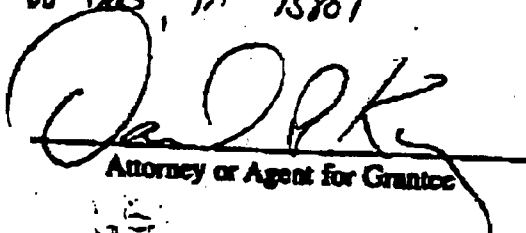
 This 21st day of November, 1997.

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

CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

173 TREASURE LAKE
 Du Bois, PA 15801



 Attorney or Agent for Grantee

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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY
TRANSFER
TAX 1072457
237.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:07A 11-31-17
BY *[Signature]*
FEES 13.50
Karen L. Starck, Recorder

5665 237.50
2004 11-30
2004 11-30

DOBBS AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 237.50

PAID 11-31-17 KAREN L. STARCK
Date Agent

Entered of Record 11-31-17 8:07A Karen L. Starck, Recorder

NOTE

November 21, 1997, DuBois PA
[City] [State]
115 1/2 East Weber Avenue, DuBois, PA 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$20,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Peoples Savings Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.00%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on January 1, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1, 2012, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 17 W. Long Avenue, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$191.13

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.



8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

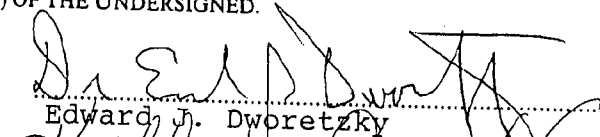
10. UNIFORM SECURED NOTE

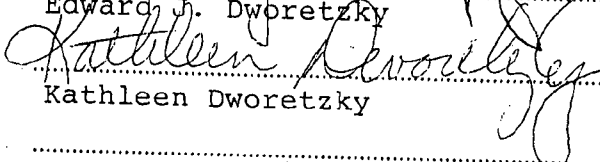
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


Edward J. Dworetzky(Seal)
Borrower


Kathleen Dworetzky(Seal)
Borrower

.....(Seal)
Borrower

[Sign Original Only]

MORTGAGE

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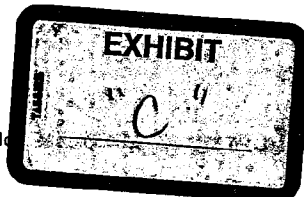
THIS MORTGAGE ("Security Instrument") is given on November 21 19 97. The mortgagor is Edward J. Dworetzky and Kathleen Dworetzky ("Borrower"). This Security Instrument is given to Peoples Savings Bank, which is organized and existing under the laws of the Commonwealth of PA, and whose address is 17 W. Long Avenue, DuBois, PA 15801 ("Lender").

Borrower owes Lender the principal sum of Twenty Thousand and no/100ths Dollars (U.S. \$ 20,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2012. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the City of DuBois, Clearfield County, Pennsylvania: ALL that certain lot or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, known and numbered on the plan of J. E. Long's Addition to said City of DuBois as the Northeasterly part of Lot No. 136, and being bounded and described as follows:

BEGINNING at a post at the corner formed by the intersection of the South-westerly side of East Pine Alley and the Northwesterly side of Zierden Alley; thence South 52° 30' West by line of Zierden Alley 50 feet to a point; thence North 37° 30' West through land of A. Lone Smiley and Pearl L. Smiley 50 feet to a post in the division line between Lot No. 136 and Lot No. 137; thence North 52° 30' East by line of said Lot No. 137, 50 feet to a post at East Pine Alley; thence South 37° 30' East by line of East Pine Alley, 50 feet to a post at the corner of Zierden Alley, the place of beginning.

HAVING thereon erected a two-story frame dwelling house known as 115½ East Weber Avenue.

which has the address of 115½ East Weber Avenue DuBois Pennsylvania 15801 ("Property Address");



COPY

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may be levied on the Property, including the taxes on the Property; (b) yearly flood insurance premiums; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums; and (g) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender agree in writing, however, that interest shall be paid on the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may be levied on the Property, including the taxes on the Property, and leasehold payments or ground rents, if any. Borrower shall pay to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of

proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund, by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

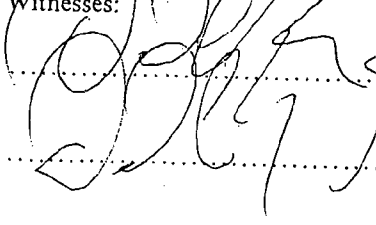
27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

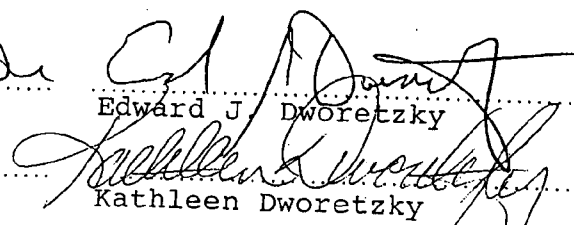
[Check applicable box(es)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ VA Rider | ☐ Other(s) [Specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 11/21/97 (Seal)
Edward J. Dworetzky —Borrower

 11/21/97 (Seal)
Kathleen Dworetzky —Borrower

COMMONWEALTH OF PENNSYLVANIA

Clearfield

County ss:

On this, the 21st day of November, 19 97, before me, a Notary Public, the undersigned officer, personally appeared Edward J. Dworetzky and Kathleen Dworetzky, known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:

Notarial Seal
Margaret J. Thompson, Notary Public
DuBois, Clearfield County
My Commission Expires Oct. 31, 1998
Member, Pennsylvania Association of Notaries

Margaret J. Thompson
Notary Public
Title of Officer

I certify that the precise place of business of the within named Mortgagee is 17 W. Long Avenue,
DuBois, PA 15801

RECORDED in the Office for Recording of Deeds in and for
in Mortgage Book No. Page &c.
Date Recorder

Number

Page

Recorded

Vol.

Mortgage

From

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY

To

PEOPLES SAVINGS BANK

Amount \$ 20,000.00

115 1/2 E. Weber Avenue
DuBois, PA 15801
Premises

hereby CERTIFY that this document
recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:51 AM 11-21-97
BY [Signature]
FEES 17.50
Karen L. Starck, Recorder

Record of Record Nov 21 19 97 8:51 AM Karen L. Starck, Recorder

Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373
Phone 724-867-2311 / Fax: 724-867-1614



May 10, 2004

Edward Dworetzky
173 Treasure Lk
Du Bois, PA 15801-9003

In re: Notice of Intention to Foreclose Mortgage

Dear Mr. Dworetzky:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

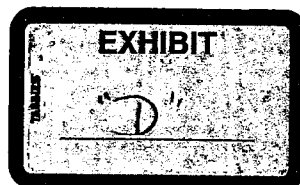
Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

Please give this matter your prompt attention.

Cordially,

Asset Recovery Manager

Enc. 1: Notice
Certified Mail: 7002 3150 0005 4578 5396
cc: First Class Mail



SERVING THIS AREA...FROM THIS AREA

Date: 05/10/04

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S)

Edward Dworetzky

PROPERTY ADDRESS:

115 1/2 East Weber Avenue
DuBois, PA 15801

LOAN ACCOUNT NO.:

115011428

ORIGINAL LENDER:

Peoples Savings

CURRENT LENDER / SERVICER:

Farmers National Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- ☐ IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- ☐ IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- ☐ IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property located at:
115 1/2 East Weber Avenue
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Months: October, November, December, January
Amount Past Due: \$1,584.73

Other charges (explain/itemize):

Principal: \$845.86
Late Charges: \$53.05
Total Interest Due: \$685.82

TOTAL AMOUNT PAST DUE:

\$1,584.73

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1584.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank
612 Main Street, Drawer D
Emlenton, PA 16373

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the 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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Farmers National Bank
<u>Address:</u>	612 Main Street, Emlenton, PA 16373
<u>Phone Number:</u>	(724) 867-2311
<u>Fax Number:</u>	(724) 867-1614
<u>Contact Person:</u>	Judy L. Mickey

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You _____ may or X may not (CHECK ONE) sell or transfer your home 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 sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- ☐ TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- ☐ TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- ☐ TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- ☐ TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- ☐ TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- ☐ TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
Marcia Hess
2275 Swallow Hill Road, Building 200
Pittsburgh, PA 15220
2933
Telephone: (412) 429-2842
Fax: (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 737-
Fax: (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 9550
Pittsburgh, PA 15219
Telephone: (412) 391-1956 or
(412) 281-2102 or (800) 792-2801
Fax: (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
Telephone: (412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport, PA 15132
Telephone: (412) 664-1906
Fax: (412) 664-0873

Urban League of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield Street
Pittsburgh, PA 15222-2222
Telephone: (412) 227-4802
Fax: (412) 261-5207

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
or (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 338-2933
Fax: (412) 338-9963

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
Telephone: (412) 391-1956
Fax: (412) 391-4512

Housing Opportunities, Inc.
650 Corporate Street, Suite 207
McKeesport, PA 15132
Telephone: (412) 664-1590
Fax: (412) 664-0873

Housing Opportunities, Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
Telephone: (412) 664-1906
Fax: (412) 664-0873

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962
Fax: (412) 462-9964

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954
or (800) 737-2933
Fax: (412) 338-9963

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

CLEARFIELD COUNTY

Keystone Economic Development Corporation
Program
1954 Mary Grace Lane
Johnstown, PA 15901
Telephone: (814) 535-6556
Fax: (814) 539-1688

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
Fax: (814) 944-5747

Indiana Co. Community Action
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
Telephone: (814) 238-3668
Fax: (814) 238-3669

ELK COUNTY

John F. Kennedy Center, Inc.
Corp

2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

Northern Tier Community Action

P.O. Box 389, 135 West 4th Street
Emporium, PA 15834
Telephone: (814) 486-1161
Fax: (814) 486-0825

FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council
204 Liberty Street, Post Office Box 547
Warren, PA 16365
Telephone: (814) 726-2400
Fax: (814) 723-0510

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
Inc.

2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania,

YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

MERCER COUNTY

Shenango Valley Urban League, Inc.
Inc.

601 Indiana Avenue
Farrell, PA 16121
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,

YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (412) 282-7812

Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373
Phone 724-867-2311 / Fax: 724-867-1614



May 10, 2004

Kathleen Dworetzky
173 Treasure Lk
Du Bois, PA 15801-9003

In re: Notice of Intention to Foreclose Mortgage

Dear Ms. Dworetzky:

Please find enclosed an **"ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE"**.

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

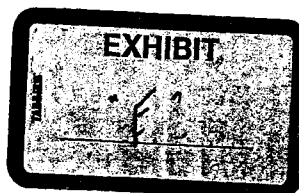
Please give this matter your prompt attention.

Cordially,

Asset Recovery Manager

Enc. 1: Notice
Certified Mail: 7002 3150 0005 4578 5402
cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 05/10/04

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S)

Kathleen Dworetzky

PROPERTY ADDRESS:

115 1/2 East Weber Avenue
DuBois, PA 15801

LOAN ACCOUNT NO.:

115011428

ORIGINAL LENDER:

Peoples Savings

CURRENT LENDER / SERVICER:

Farmers National Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- ☐ IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- ☐ IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- ☐ IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice: **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the 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 or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Farmers National Bank
<u>Address:</u>	612 Main Street, Emlenton, PA 16373
<u>Phone Number:</u>	(724) 867-2311
<u>Fax Number:</u>	(724) 867-1614
<u>Contact Person:</u>	<u>Judy L. Mickey</u>

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You _____ may or X may not (CHECK ONE) sell or transfer your home 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 sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- ☐ TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- ☐ TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- ☐ TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- ☐ TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- ☐ TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- ☐ TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
Marcia Hess
2275 Swallow Hill Road, Building 200
Pittsburgh, PA 15220
2933
Telephone: (412) 429-2842
Fax: (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 737-
Fax: (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 9550
Pittsburgh, PA 15219
Telephone: (412) 391-1956 or
(412) 281-2102 or (800) 792-2801
Fax: (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
Telephone: (412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport, PA 15132
Telephone: (412) 664-1906
Fax: (412) 664-0873

Urban League of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield Street
Pittsburgh, PA 15222-2222
Telephone: (412) 227-4802
Fax: (412) 261-5207

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
or (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 338-2933
Fax: (412) 338-9963

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
Telephone: (412) 391-1956
Fax: (412) 391-4512

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Housing Opportunities, Inc.
650 Corporate Street, Suite 207
McKeesport, PA 15132
Telephone: (412) 664-1590
Fax: (412) 664-0873

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962
Fax: (412) 462-9964

Housing Opportunities, Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
Telephone: (412) 664-1906
Fax: (412) 664-0873

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954
or (800) 737-2933
Fax: (412) 338-9963

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

CLEARFIELD COUNTY

Keystone Economic Development Corporation
Program
1954 Mary Grace Lane
Johnstown, PA 15901
Telephone: (814) 535-6556
Fax: (814) 539-1688

Indiana Co. Community Action

827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
Fax: (814) 944-5747

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
Telephone: (814) 238-3668
Fax: (814) 238-3669

ELK COUNTY

John F. Kennedy Center, Inc.
Corp
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

Northern Tier Community Action
P.O. Box 389, 135 West 4th Street
Emporium, PA 15834
Telephone: (814) 486-1161
Fax: (814) 486-0825

FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council
204 Liberty Street, Post Office Box 547
Warren, PA 16365
Telephone: (814) 726-2400
Fax: (814) 723-0510

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

MERCER COUNTY

Shenango Valley Urban League, Inc.
Inc.
601 Indiana Avenue
Farrell, PA 16121
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (412) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (412) 282-7812

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 115 1/2 East Weber Avenue
DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Months:	October, November, December, January
Amount Past Due:	\$1,584.73

Other charges (explain/itemize):

Principal:	\$845.86
Late Charges:	\$53.05
Total Interest Due:	\$685.82

TOTAL AMOUNT PAST DUE:

\$1,584.73

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1584.73, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank
612 Main Street, Drawer D
Emlenton, PA 16373

**Special Service™
REGISTERED MAIL™ RECEIPT**
(Mail Only; No Insurance Coverage Provided)

For information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 8.37	
First Fee	2.30	
Third Fee (if used)	1.15	
Fourth Fee (if used)		
Insurance	\$ 4.88	USPS

gpm

Rathleen Dworetzky
173 Treasure Lake
Dubois, PA 15801-9003

2002 See Reverse for Instructions

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:
Rathleen Dworetzky
173 Treasure Lake
Dubois, PA 15801-9003
gpm

2. Article Number
(Transfer from service label) 7002 3150 0005 4578 5402

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Address

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

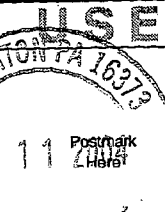
4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-15

**Special Service™
REGISTERED MAIL™ RECEIPT**
(Mail Only; No Insurance Coverage Provided)

For information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 4.65	
First Fee	2.30	
Third Fee (if used)	1.75	
Fourth Fee (if used)		
Insurance	\$ 4.65	USPS

gpm

Edward Dworetzky
173 Treasure Lake
Dubois, PA 15801-9003

2002 See Reverse for Instructions

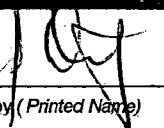
SENDER: COMPLETE THIS SECTION

- 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:
Edward Dworetzky
173 Treasure Lake
Dubois, PA 15801

2. Article Number
(Transfer from service label) 7002 3150 0005 4578 5396

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X  ☐ Agent ☐ Address

B. Received by (Printed Name) C. Date of Delivery 5/13/04

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-15



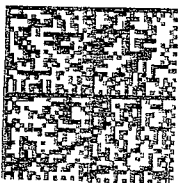


Farmers National Bank
 612 MAIN STREET • P.O. DRAWER D
 EMILINTON, PENNSYLVANIA 16373

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL™



7002 3150 0005 4578 5402



HASLER

\$4.00

MAY 11 2004
 US POSTAGE
 FIRST CLASS
 MAILED FROM 16373
 01141 11300067

Kathleen Dworetzky
 173 Treasure Lk
 Du Bois, PA 15801-9003

ms

NAME
 1st Notice 5/12/04
 2nd Notice 5/27/04

☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☒ S ☐ NO SUCH NUMBER/ STREET
☒ - UNABLE TO FORWARD

☐ OTHER

RTS
 RETURN TO SENDER

NAME
 1st Notice 5.14.04
 2nd Notice 5.19.04
 Return 5.29.04

15801-9003 03

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Complaint filed in the above captioned matter. Thank you.

LYNN, KING & SCHREFFLER, P.C.:

by:



Michael W. Sloat, Esquire

Attorney for Plaintiff

ID No. 89076

606 Main Street, P.O. Box 99

Emlenton, PA 16373

Phone: (724) 867-5921

FILED

DEC 20 2004 ^(R)

W/1:30
William A. Shaw
Prothonotary

NO COURT COPIES
REINSTATE COMPLAINT TO SUIT.

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

FILED

m/12:3804 cc
FEB 07 2005

William A. Shaw
Prothonotary/Clerk of Courts

**AFFIDAVIT THAT CERTAIN DEFENDANTS ARE RESIDING OUT OF
STATE, OR WHEREABOUTS ARE UNKNOWN**

Scott W. Schreffler, being duly sworn according to law, deposes and says that he and/or the firm of Lynn, King & Schreffler, P.C. are the Attorneys for the Plaintiff, Farmers National Bank of Emlenton, in the above action and that the Defendants are residing outside the Commonwealth of Pennsylvania, or their whereabouts are unknown and, after investigation, their whereabouts cannot be ascertained.

Affiant either examined personally or caused to be examined the records located at the Register and Recorder's Office of Clearfield County, Pennsylvania, reviewed local tax records, reviewed voters registration records, and reviewed phone books and conducted internet search for same surname and telephoned all listings with same surname as Defendants and known heirs of Defendants to locate living relatives, without success.


Scott W. Schreffler

Sworn to and Subscribed before me this 3rd day of February, 2005.


Notary Public

Notarial Seal
Jeanette L. Johns, Notary Public
Emlenton Boro, Venango County
My Commission Expires Oct. 3, 2005
Member, Pennsylvania Association of Notaries

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 04-1562-CD

TYPE OF PLEADING:
Motion for Alternative Service

FILED ON BEHALF OF:
Farmers National Bank of Emlenton,
Plaintiff

COUNSEL OF RECORD:
Lynn, King & Schreffler, P.C.
Michael W. Sloat, Esq.
I.D. No. 89076
606 Main Street, Box 99
Emlenton, PA 16373
(724) 867-5921

FILED ^{rec}
m/12:380/ ^{Att}
FEB 07 2005
William A. Shaw
Prothonotary/Clerk of Courts

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

MOTION FOR ALTERNATIVE SERVICE
PURSUANT TO Pa.R.C.P. NO. 430

Farmers National Bank of Emlenton by and through its counsel Lynn, King & Schreffler, P.C., moves the Court for leave to serve the Complaint in Mortgage Foreclosure on the Defendant Melissa M. Schaughnessy and on the tenants James Dworetzky and Colleen Hyde, by alternative service pursuant to Pa. R.C.P. No. 430, and in support thereof, avers as follows:

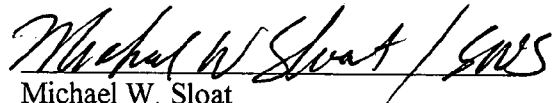
1. On October 7, 2004, Plaintiff filed a Complaint in Mortgage Foreclosure against the Defendants at the above term and number for foreclosure of property known and numbered as 115 ½ East Weber Avenue, DuBois, Pennsylvania 15801.
2. On October 18, 2004, the Sheriff of Clearfield County served the Complaint in Mortgage Foreclosure on the Defendant, Edward J. Dworetzky, at his residence at 173 Treasure Lake, DuBois, Pennsylvania 15801. A true and correct copy of the Sheriff's return is attached hereto as Exhibit "A" and incorporated herein by reference.
3. On November 16, 2004, the Sheriff of Clearfield County made a return of service indicating that after trying to serve Defendant Kathleen Dworetzky at her last known address of 173 Treasure Lake, DuBois, Pennsylvania 15801, she was "not found" and had moved out of state with no forwarding address.

4. On November 16, 2004, the Sheriff of Clearfield County made a return of service indicating that after trying to serve Defendant Melissa M. Schaughnessy at her last known address of Shaffer Avenue, DuBois, Pennsylvania 15801, she was "not found" and had moved with no forwarding address.
5. On November 16, 2004, the Sheriff of Clearfield County made a return of service indicating that James Dworetzky and Colleen Hyde, tenants at 115 ½ E. Weber Avenue, had not been served after several attempts and they were not at home and time had expired.
6. On December 20, 2004, the Complaint in Mortgage Foreclosure was reinstated.
7. On January 3, 2005, Constable Llyn A. Hartzfeld made a return of service on James Dworetzky and Colleen Hyde, tenants at 115 ½ E. Weber Avenue, stating that he attempted 8 times to serve the Complaint and that there was never anyone at the residence. A true and correct copy of the Constable's return is attached hereto as Exhibit "B" and incorporated herein by reference.
8. The Plaintiff has conducted an internet search which revealed that the Defendant Kathleen Dworetzky resides at 1343 Southgate Drive, Saint Charles, Missouri 63304-6708.
9. On January 18, 2005, the Plaintiff forwarded the reinstated Complaint in Mortgage Foreclosure to Defendant Kathleen Dworetzky at the above address by regular United States Mail. The Complaint has not been returned.
10. The Plaintiff's internet search did not reveal current addresses of Defendant Melissa M. Schaughnessy or tenants James Dworetzky and Colleen Hyde.
11. The Plaintiff then did a search at the Clearfield County Courthouse on Defendant Melissa M. Schaughnessy and tenants James Dworetzky and Colleen Hyde. The offices that were searched were the Prothonotary's Office, the Register and Recorder's Office, the Tax Claim Bureau and the criminal docket.
 - A. No additional addresses nor information was found to permit additional attempts at service beyond efforts alleged heretobefore at the Courthouse.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order authorizing alternative service of the Complaint in Mortgage Foreclosure on the Defendant Melissa M. Schaughnessy and tenants James Dworetzky and Colleen Hyde by:

- (A) Legal Notice published in the Courier-Express in DuBois and the County Legal Journal in Clearfield in the format attached hereto as Exhibit "C".

Respectfully submitted,


Michael W. Sloat
Attorney for Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

FARMERS NATIONAL BANK OF EMLENTON

VS.

DWORETZKY, EDWARD J. al

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

16413

04-1562-CD

SHERIFF RETURNS

NOW OCTOBER 18, 2004 AT 12:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD J. DWORETZKY, DEFENDANT AT RESIDENCE, 173 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDWARD J. DWORETZKY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF. SERVED BY; DEHAVEN/COUDRIET

NOW NOVEMBER 16, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KATHLEEN DWORETZKY, DEFENDANT. MOVED OUT OF STATE NO FORWARDING ADDRESS.

NOW NOVEMBER 16, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MELISSA M. SCHAUGHNESSY, DEFENDANT. MOVED LEFT NO FORWARDING ADDRESS.

NOW NOVEMBER 16, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO JAMES DWORETZKY and COLLEEN HYDE, TENANTS AT 115 1/2 E. WEBER AVE., DUBOIS, PA. SEVERAL ATTEMPTS, NOT HOME

Return Costs

Cost	Description
123.50	SHERIFF HAWKINS PAID BY:
50.00	SURCHARGE PAID BY: ATTY CK# 19061

Sworn to Before Me This

____ Day Of _____ 2004

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT

"A"

RECEIVED JAN - 6 2005



PENNSYLVANIA STATE CONSTABLE

Llyn A. Hartzfeld
4463 Golden Yoke Road
P.O. Box 77
Luthersburg, PA 15848

Home: 814-583-5531
Cellular: 814-590-5680
Fax 814-583-5864

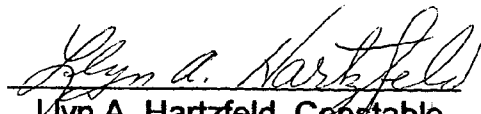
Date: January 03, 2005

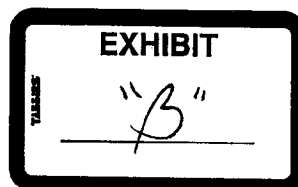
Lynn, King & Schreffler, P.C.
Attorney at Law
606 Main Street
P.O. Box 99
Emlenton, PA 16373

To whom it may concern:

I, Llyn A. Hartzfeld, Constable, do swear that I did make 8 attempts to serve
Coleen Hyde and James Dworetzky at 115 1/2 East Weber Street DuBois, PA 15801
With Reinstated Complaints in Mortgage Foreclosure Clearfield Co. No. 04-1562-CD.

I was unable to serve these papers because there was never anyone at the residence.


Llyn A. Hartzfeld, Constable



FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

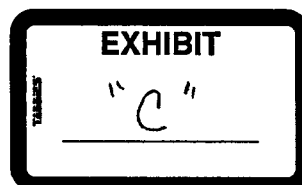
TO: MELISSA M. SCHAUGHNESSY, Defendant
JAMES DWORETZKY, Tenant
COLLEEN Hyde, Tenant

Notice is hereby given that Plaintiff has filed a Complaint in Mortgage Foreclosure against the Defendants, in the Court of Common Pleas of Clearfield County, Pennsylvania, at No. 04-1562-CD. The property being foreclosed upon is located at 115 1/2 East Weber Avenue, DuBois, Pennsylvania 15801, being in the City of DuBois, County of Clearfield and State of Pennsylvania and being designated as Clearfield County Tax Assessment No. 7.2-3-663A and filed at Deed Book 1889, page 165.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.



IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO
PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL
SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

NAME: David S. Meholic, Court Administrator
ADDRESS: Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

TELEPHONE: (814) 765-2641 ext.#5982

Scott W. Schreffler, Esq.
Lynn, King & Schreffler, P.C.
606 Main Street, PO Box 99
Emlenton, PA 16373
(724) 867-5921

FARMERS NATIONAL BANK
OF EMLENTON,
Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

ORDER

AND NOW, this 9th day of February, 2005, upon consideration of the Motion for Alternative Service Pursuant to Pa.R.C.P. No. 430 filed on behalf of the Plaintiff, and for just cause shown, it is hereby ORDERED, ADJUDGED and DECREED that service of the Complaint in Mortgage Foreclosure shall be made on the Defendant Melissa M. Schaughnessy and the tenants James Dworetzky and Colleen Hyde, as follows:

- (A) Legal Notice published in the Courier-Express in DuBois and the County Legal Journal in Clearfield in the format attached hereto.

It is FURTHER ORDERED that Plaintiff shall complete service in accordance with this Order and shall file an Affidavit of Service with the Office of the Prothonotary of Clearfield County, pursuant to Pa.R.C.P. No. 405.

BY THE COURT:

Frederick J. Curren J.

FILED ⁶⁴

6 1:06 PM 1 CC to lctg.

X:\docs\04\Yellow\Farmers\Dworetzky\Motion for Alternative Service.wpd

FEB 09 2005

William A. Shaw
Prothonotary

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

TO: MELISSA M. SCHAUGHNESSY, Defendant
JAMES DWORETZKY, Tenant
COLLEEN Hyde, Tenant

Notice is hereby given that Plaintiff has filed a Complaint in Mortgage Foreclosure against the Defendants, in the Court of Common Pleas of Clearfield County, Pennsylvania, at No. 04-1562-CD. The property being foreclosed upon is located at 115 ½ East Weber Avenue, DuBois, Pennsylvania 15801, being in the City of DuBois, County of Clearfield and State of Pennsylvania and being designated as Clearfield County Tax Assessment No. 7.2-3-663A and filed at Deed Book 1889, page 165.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO
PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL
SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

NAME: David S. Meholick, Court Administrator
ADDRESS: Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

TELEPHONE: (814) 765-2641 ext.#5982

Scott W. Schreffler, Esq.
Lynn, King & Schreffler, P.C.
606 Main Street, PO Box 99
Emlenton, PA 16373
(724) 867-5921

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

Type of Pleading:
Proof of Service of Complaint

Filed on Behalf of:
Farmers National Bank of Emlenton, Plaintiff

Counsel of Record for this Party:
Scott W. Schreffler
Supreme Court ID # 50086

Lynn, King & Schreffler, P.C.
606 Main Street; Box 99
Emlenton, PA 16373
(724) 867 - 5921

FILED No cc
m/2:10/BL
APR 07 2005 (GK)

William A. Shaw
Prothonotary/Clerk of Courts

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION- LAW

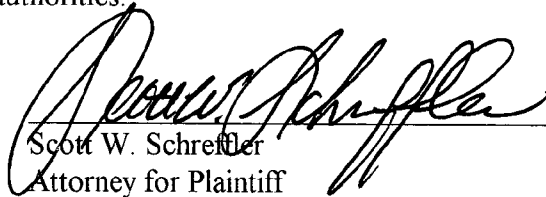
NO. 04-1562-CD

PROOF OF SERVICE OF COMPLAINT

The undersigned, being first duly sworn according to law, deposes and says that:

1. Your deponent is counsel for the Plaintiff in the above case.
2. The Complaint filed in the above case was served upon the Defendant, Melissa M. Schaughnessy, and the tenants James Dworetzky and Colleen Hyde by publication as approved by Judge Fredric J. Ammerman by Order dated February 9, 2005.
3. Attached hereto are the following exhibits:
 - 3.1 The Proof of Publication from the Clearfield County Legal Journal verifying that the Legal Notice was publicized in this publication on February 11, 2005, February 18, 2005 and February 25, 2005, marked as Exhibit "A"; and
 - 3.2 The Proof of Publication from the Courier-Express verifying that the Legal Notice was publicized in this publication on February 23, 2005, marked as Exhibit "B".

I verify that the statements made in this Proof of Service are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsifications to authorities.



Scott W. Schreffler
Attorney for Plaintiff

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

FARMERS NATIONAL BANK OF
EMLENTON, Plaintiffs vs. EDWARD J.
DWORETZKY and KATHLEEN DWOR-
ETZKY, husband and wife, and as Trustees;
and MELISSA M. SCHAUGHNESSY,
Defendants.

Number 04-1562-CD

TO: MELISSA M. SCHAUGHNESSY,
Defendant JAMES DWORETZKY, Tenant
COLLEEN HYDE, Tenant.

Notice is hereby given that Plaintiff has
filed a Complaint in Mortgage Foreclosure
against the Defendants, in the Court of
Common Pleas of Clearfield County,
Pennsylvania, at No. 04-1562-CD. The
property being foreclosed upon is located at
115 1/2 East Weber Avenue, DuBois,
Pennsylvania 15801, being in the City of
DuBois, County of Clearfield and State of
Pennsylvania and being designated as
Clearfield County Tax Assessment No. 7.2-
3-663A and filed at Deed Book 1889, page
165.

NOTICE

If you wish to defend, you must enter a
written appearance personally or by attorney
and file your defenses or objections in
writing with the court. 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 the relief requested by the Plaintiff.
You may lose money or property or other
rights important to you.

YOU SHOULD TAKE THIS NOTICE TO
YOUR LAWYER AT ONCE. IF YOU DO
NOT HAVE A LAWYER, GO TO OR
TELEPHONE THE OFFICE SET FORTH
BELOW. THIS OFFICE CAN PROVIDE
YOU WITH INFORMATION ABOUT
HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A
LAWYER, THIS OFFICE MAY BE ABLE TO
PROVIDE YOU WITH INFORMATION
ABOUT AGENCIES THAT MAY OFFER
LEGAL SERVICES TO ELIGIBLE PER-
SONS AT A REDUCED FEE OR NO FEE.

David S. Meholick, Court Administrator,
Clearfield County Courthouse, 230 E.
Market Street, Clearfield, PA 16830 (814)
765-2641 ext #5982

SCOTT W. SCHREFFLER, ESQUIRE,
606 Main Street, PO Box 99, Emlenton, PA
16373 (724) 867-5921.

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE
STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD**

SS:

Linda Smith, Advertising Director or Dory Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-County Sunday/Jeffersonian Democrat** of the County and State aforesaid, being duly sworn, deposes and says that the **Courier Express**, a daily newspaper, the **Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a weekly newspaper published by McLean Publishing Company at 500 Jeffers Street, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said, the daily publication and the weekly publications, has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the paper on the following dates, viz: the

23rd day of February A.D., 2005

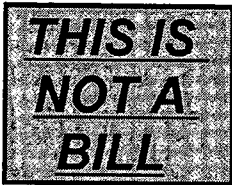
Affidavit further deposes that he is an officer duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

**McLEAN PUBLISHING COMPANY Publisher of
COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

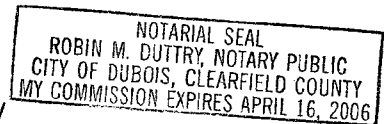
By 

Sworn and subscribed to before me this 28th day of Feb., 2005


NOTARY PUBLIC



Statement of Advertising Cost
McLEAN PUBLISHING COMPANY
Publisher of
**COURIER-EXPRESS/TRI-COUNTY SUNDAY/
JEFFERSONIAN DEMOCRAT**
DuBois, PA



TO Lynn, King & Schreffler, P.C.

For publishing the notice or advertisement attached hereto on the above stated dates.....	<u>\$181.44</u>
Probating same.....	<u>\$4.25</u>
Total.....	<u>\$185.69</u>

Publisher's Receipt for Advertising Costs

The **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper, hereby acknowledges receipt of the aforesaid advertising and publication costs, and certifies that the same have been fully paid.

Office: Jeffers Street and Beaver Drive, DuBois, PA 15801

Established 1879, Phone 814-371-4200

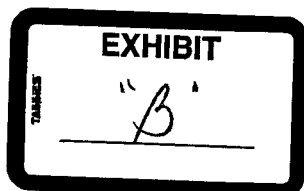
McLEAN PUBLISHING COMPANY

Publisher of

COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.



ATTORNEY FOR

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 04-1562-CD

FARMERS NATIONAL BANK OF EMLENTON, Plaintiff

vs.

EDWARD J. DWORETZKY and KATHLEEN DWORETZKY, husband and wife, and as Trustees; and MELISSA M. SCHAUGHNESSY, Defendants.

TO: MELISSA M. SCHAUGHNESSY, Defendant; JAMES DWORETZKY, Tenant; COLLEEN HYDE, Tenant

Notice is hereby given that Plaintiff has filed a Complaint in Mortgage Foreclosure against the Defendants, in the Court of Common Pleas of Clearfield County, Pennsylvania, at No. 04-1562-CD. The property being foreclosed upon is located at 115 1/2 East Weber Avenue, DuBois, Pennsylvania 15801, being in the City of DuBois, County of Clearfield and State of Pennsylvania and being designated as Clearfield County Tax Assessment No. 7.2-3-663A and filed at Deed Book 1889, page 165.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

NAME: David S. Meholic, Court Administrator
ADDRESS: Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
TELEPHONE: (814) 765-2641 ext. #5982

Scott W. Schreffler, Esq.
Lynn, King & Schreffler, P.C.
606 Main Street, P.O. Box 99
Emlenton, PA 16373
(724) 867-5921

2/23/05

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. ⁰⁴~~05~~-1562-CD

TYPE OF PLEADING:
Affidavit of Service

FILED ON BEHALF OF:
Farmers National Bank of Emlenton,
Plaintiff

COUNSEL OF RECORD:
Lynn, King & Schreffler, P.C.
Michael W. Sloat, Esq.
I.D. No. 89076
606 Main Street, Box 99
Emlenton, PA 16373
(724) 867-5921

FILED ^{NO CC}
m/4:00
JUN 30 2005

William A. Shaw
Prothonotary/Clerk of Courts

FARMERS NATIONAL BANK
OF EMLENTON,
Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. ⁰⁴~~05~~-1562-CD

TYPE OF PLEADING:
Affidavit of Service

FILED ON BEHALF OF:
Farmers National Bank of Emlenton,
Plaintiff

COUNSEL OF RECORD:
Lynn, King & Schreffler, P.C.
Michael W. Sloat, Esq.
I.D. No. 89076
606 Main Street, Box 99
Emlenton, PA 16373
(724) 867-5921

FILED ^{NO}_{cc}
m/14:00/08
JUN 30 2005

William A. Shaw
Prothonotary/Clerk of Courts

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

AFFIDAVIT OF SERVICE OF MORTGAGE FORECLOSURE COMPLAINT

The undersigned, being first duly sworn according to law, deposes and says that:

1. Your deponent is counsel for the Plaintiff in the above case.
2. The Mortgage Foreclosure Complaint in the above case was served upon the Defendants and tenants as follows:
 - a. Defendant Edward Dworetzky was served on October 18, 2004 by handing him the Complaint by Sheriff, Chester A. Hawkins.
 - b. Defendant Melissa M. Schaughnessy, tenants James Dworetzky and Colleen Hyde were served the Complaint by publication in the Courier-Express in DuBois on February 23, 2005 and in the Clearfield County Legal Journal on the weeks of February 11, 18, and 25, 2005 pursuant to the Order dated February 9, 2005.
 - c. Defendant Kathleen Dworetzky was served the Complaint by posting same on the foreclosed premises on May 20, 2005 pursuant to the Order dated May 10, 2005.
3. The Notices of Intend in the above case was served upon the Defendants as follows:
 - a. Defendants Edward Dworetzky and Melissa M. Schaughnessy were served with the 10 day Notice of Intend by mailing dated April 5, 2005 as filed with the Praecipe for Entry of Judgment of Default file simultaneously with this Affidavit.
 - b. Defendant Kathleen Dworetzky was served with the 10 day Notice of Intend by mailing dated June 13, 2005 as filed with the Praecipe for Entry of Judgment of Default file simultaneously with this Affidavit.

I verify that the statements made in this Affidavit of Service are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsifications to authorities.



Michael W. Sloat, Esq.
Attorney for Plaintiff

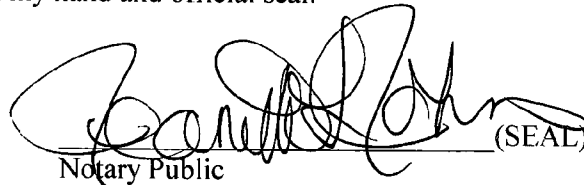
COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF VENANGO :

On this the 24th day of June, 2005, before me, the undersigned officer, personally appeared Michael W. Sloat, 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 purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

 (SEAL)

Notary Public

My Commission Expires:

Notarial Seal
Jeanette L. Johns, Notary Public
Emlenton Boro, Venango County
My Commission Expires Oct. 3, 2005
Member, Pennsylvania Association of Notaries

FARMERS NATIONAL BANK
OF EMLENTON,
Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. ⁰⁴~~06~~-1562-CD

TYPE OF PLEADING:
Affidavit of Service

FILED ON BEHALF OF:
Farmers National Bank of Emlenton,
Plaintiff

COUNSEL OF RECORD:

Lynn, King & Schreffler, P.C.

Scott W. Schreffler, Esq.
I.D. No. 50086

606 Main Street, Box 99
Emlenton, PA 16373
(724) 867-5921

FILED ^{No}_{cc}
m/j: 08/01
NOV 03 2008 ^{um}
William A. Shaw
Prothonotary/Clerk of Courts

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

AFFIDAVIT OF SERVICE OF SHERIFF SALE NOTICE

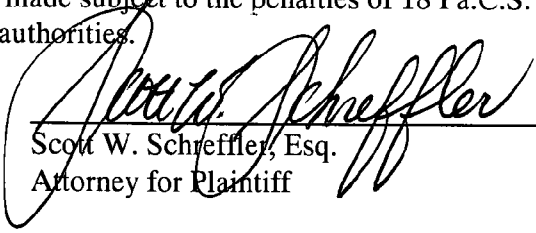
The undersigned, being first duly sworn according to law, deposes and says that:

1. Your deponent is counsel for the Plaintiff in the above case.
2. The Notice of Sheriff Sale in the above case was served upon the Defendant, Edward J. Dworetzky, pursuant to Pennsylvania Rules of Civil Procedure by certified mail, return receipt requested, addressed to said Defendant as follows:

Edward J. Dworetzky
PO Box 803
Lewistown, PA 17044-0803

3. Attached hereto are receipts of postal authorities evidencing the receipt by certified mail, return receipt requested and receipt of certified mail delivery signed by Agent for Defendant, Edward J. Dworetzky, and marked as Exhibit "A."

I verify that the statements made in this Affidavit of Service are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsifications to authorities.



Scott W. Schreffler, Esq.
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

:

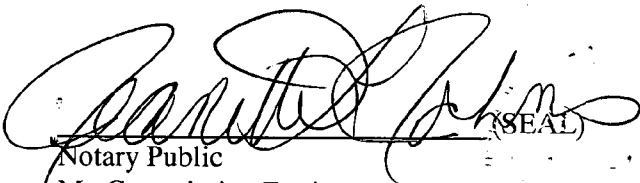
SS.

COUNTY OF VENANGO

:

On this the 31st day of October, 2005, before me, the undersigned officer, personally appeared Scott W. Schreffler, 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 purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.


Notary Public
(My Commission Expires:)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jeanette L. Johns, Notary Public
Emlenton Boro, Venango County
My Commission Expires Oct. 3, 2009

7004 2510 0003 0252 5639

U.S. Postal Service[®]
CERTIFIED MAIL[™] RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

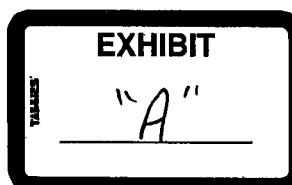
Postage	\$.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

LEWISTOWN PA 16312
 Postmark Here
 SEP 22 2005

Sent To: Edward J. Dworetzky
 Street, Apt. No., or PO Box No. PO Box 803
 City, State, ZIP+4[®] Lewistown, PA 17044-0803

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- 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.		A. Signature X Elma Phefan ☒ Agent ☐ Addressee	
1. Article Addressed to: Edward J. Dworetzky PO Box 803 Lewistown, PA 17044-0803		B. Received by (Printed Name) ELMA PHELAN C. Date of Delivery 9/24/05	
		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
		4. Restricted Delivery? (Extra Fee) ☐ Yes	
2. Article Number (Transfer from service label)		7004 2510 0003 0252 5639	
PS Form 3800, June 2002		102595-02-M-1540	



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20203
NO: 04-1562-CD

PLAINTIFF: FARMERS NATIONAL BANK OF EMLENTON

vs.

DEFENDANT: EDWARD J. DWORETZKY AND KATHLEEN DWORETZKY, HUSBAND AND WIFE AND AS TRUSTEES:
AND MELISSA M. SCHAUGHNESSY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/01/2005

LEVY TAKEN 09/29/2005 @ 1:30 PM

POSTED 09/29/2005 @ 1:40 PM

SALE HELD 11/04/2005

SOLD TO FARMERS NATIONAL BANK OF EMLENTON

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 01/03/2006

DATE DEED FILED 01/03/2006

PROPERTY ADDRESS 115 1/2 EAST WEBER AVENUE DUBOIS , PA 15801

SEE ATTACHED SHEETS FOR SERVICE INFORMATION

FILED
019:44/01
JAN 03 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20203
NO: 04-1562-CD

PLAINTIFF: FARMERS NATIONAL BANK OF EMLENTON
vs.

DEFENDANT: EDWARD J. DWORETZKY AND KATHLEEN DWORETZKY, HUSBAND AND WIFE AND AS TRUSTEES:
AND MELISSA M. SCHAUGHNESSY

Execution REAL ESTATE

SHERIFF RETURN

SERVICES

@ SERVED EDWARD J. DWORETZKY
MOVED NO LONER AT TREASURE LAKE. ATTY SERVED HIM WITH NOTICE OF SALE ON SEPT. 24, 2005.

09/29/2005 @ 1:40 PM SERVED KATHLEEN DWORETZKY
SERVICE MADE BY POSTING COPY OF THE WRIT AND NOTICE OF SALE ON DOOR OF SUBJECT PREMISES PER COURT ORDDER
DATED MAY 10, 2005. THEY WERE POSTED ON SEPT. 29, 2005.

09/29/2005 @ 1:40 PM SERVED MELISSA M. SCHAUGHNESSY
SERVICE MADE BY POSTING COPY OF THE WRIT AND NOTICE OF SALE ON DOOR OF SUBJECT PREMISES PER COURT ORDER DATED
MAY 10, 2005. THEY WERE POSTED ON SEPT. 29, 2005

09/29/2005 @ 1:40 PM SERVED JAMES DWORETZKY
SERVICE MADE BY POSITNG COPY OF THE WRIT AND NOTICE OF SALE ON DOOR OF SUBJECT PREMISES PER COURT ORDER DATED
MAY 10, 2005. THEY WERE POSTED ON SEPT. 29, 2005

09/29/2005 @ 1:40 PM SERVED COLLEN HYDE
SERVICE MADE BY POSTING COPY OF THE WRIT AND NOTICE OF SALE ON DOOR OF SUBJECT PREMISES PER COURT ORDER DATED
MAY 10, 2005. THEY WERE POSTED ON SEPT. 29, 2005.

11/03/2005 @ SERVED EDWARD J. DWORETZKY
SERVED, EDWARD J. DWORETZKY, DEFENDANT, AT P. O. BOX 803, LEWISTOWN, PA BY REG. AND CERT. MAIL CERT
#70050390000372352480. SIGNED FOR BY EDWARD J. DWORETZKY. ATTY SERVED BY CERT & REG MAIL ON SEPT. 24, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20203
NO: 04-1562-CD

PLAINTIFF: FARMERS NATIONAL BANK OF EMLENTON

vs.

DEFENDANT: EDWARD J. DWORETZKY AND KATHLEEN DWORETZKY, HUSBAND AND WIFE AND AS TRUSTEES:
AND MELISSA M. SCHAUGHNESSY

Execution REAL ESTATE

SHERIFF RETURN

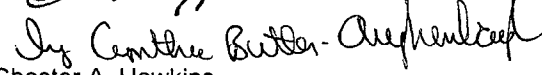
SHERIFF HAWKINS \$257.55

SURCHARGE \$100.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,


By 
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Farmers National Bank of Emlenton

Vs.

NO.: 2004-01562-CD

Edward J. Dworetzky and Kathleen Dworetzky,
husband and wife, and as Trustees; and
Melissa M. Schaughnessy

TO THE SHERIFF OF CLEARFIELD COUNTY:

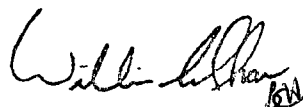
To satisfy the debt, interest and costs due FARMERS NATIONAL BANK OF EMLENTON, Plaintiff(s) from EDWARD J. DWORETZKY and KATHLEEN DWORETZKY, husband and wife, and as Trustees; and MELISSA M. SCHAUGHNESSY, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Real property of Defendants situate in the City of DuBois, Clearfield County, Pennsylvania, more fully described in Deed to the Defendants, dated November 19, 1997, and recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, Record Book Volume 1889, Page 165 (See Attached Description)
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$17,823.12
INTEREST from 7/13/04 at \$3.086 per diem
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 06/30/2005

PAID: \$139.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 1st day
of July A.D. 2005
At 11:15 A.M./P.M.

Charles A. Haulkins
Sheriff By Cynthia Bette - Aufderlay

Requesting Party: Michael W. Sloat, Esq.
PO Box 99
606 Main Street
Emlenton, PA 16373
(724) 867-5921

PROPERTY DESCRIPTION

ALL that certain lot or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, known and numbered on the plan of J.E. Long's Addition to said City of DuBois as the Northeasterly part of Lot No. 136, and being bounded and described as follows:

BEGINNING at a post at the corner formed by the intersection of the Southwesterly side of East Pine Alley and the Northwesterly side of Zierden Alley; thence South 52 degrees 30 minutes West by line of Zierden Alley, 50 feet to a point; thence North 37 degrees 30 minutes West through land of A. Lone Smiley and Pearl L. Smiley 50 feet to a post in the division line between Lot No. 136 and Lot No. 137; thence North 52 degrees 30 minutes East by line of said Lot No. 137, 50 feet to a post at East Pine Alley; thence South 37 degrees 30 minutes East by line of East Pine Alley, 50 feet to a post at the corner of Zierden Alley, the place of beginning. Being designated as Clearfield County Tax Assessment Map No. 7.2-3-663A.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME EDWARD J. DWORETZKY

NO. 04-1562-CD

NOW, January 03, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on November 04, 2005, I exposed the within described real estate of Edward J. Dworetzky And Kathleen Dworetzky, Husband And Wife And As Trustees: And Melissa M. Schaughnessy to public venue or outcry at which time and place I sold the same to FARMERS NATIONAL BANK OF EMLENTON he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	9.69
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$257.55

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	17,823.12
INTEREST @ 3.0900 %	1,480.11
FROM 07/13/2004 TO 11/04/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	100.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$19,403.23
--------------------------------	--------------------

COSTS:

ADVERTISING	230.20
TAXES - COLLECTOR	904.09
TAXES - TAX CLAIM	4,296.48
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	257.55
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$6,127.32

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAY 10 2005

Attest.

William L. R.
Prothonotary/
Clerk of Courts

ORDER

AND NOW, this 10 day of May, 2005, upon consideration of the
Motion for Alternative Service Pursuant to Pa.R.C.P. No. 430 filed on behalf of the Plaintiff, and
for just cause shown, it is hereby ORDERED, ADJUDGED and DECREED that service of:

1. the Complaint in Mortgage Foreclosure shall be made on the Defendant Kathleen Dworetzky by posting a copy of the Complaint on the door of the subject premises; and
2. the Writ of Execution, for the subject property, shall be made on the Defendant Kathleen Dworetzky and Defendant Melissa M. Schaughnessy by posting a copy of the Writ on the door of the subject premises; and
3. the Notice of the Sale, of the subject property, shall be served upon the Defendant Kathleen Dworetzky and Defendant Melissa M. Schaughnessy and the tenants, James Dworetzky and Colleen Hyde, by posting a copy of the Notice of Sale on the door of the subject premises.

It is FURTHER ORDERED that Plaintiff shall complete service in accordance with this Order and shall file an Affidavit of Service with the Office of the Prothonotary of Clearfield County, pursuant to Pa.R.C.P. No. 405.

BY THE COURT:

/s/ Fredric J. Ammerman

J.

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:

EDWARD J. DWORETZKY
P.O. BOX 803
LEWISTOWN, PA 17044

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

DR ED DWORETZKY

C. Date of Delivery

11/3/05

D. Is delivery address different from item 1?

☒ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7005 0390 0003 7235 2480

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

LEWISTOWN PA 17044

Postage

\$

\$0.60

Certified Fee

\$2.30

Return Receipt Fee
(Endorsement Required)

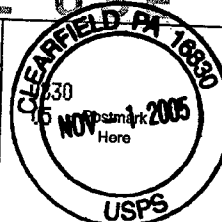
\$1.75

Restricted Delivery Fee
(Endorsement Required)

\$0.00

Total Postage & Fees

\$ \$4.65



11/01/2005

Sent To

Street, Apt. No.,
or PO Box No.

EDWARD J. DWORETZKY

City, State, ZIP+4

P.O. BOX 803
LEWISTOWN, PA 17044

PS Form 3800 June 2002

See Reverse for Instructions

7005 0390 0003 7235 2480

FARMERS NATIONAL BANK
OF EMLENTON,
Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Complaint filed in the above captioned matter. Thank you.

LYNN, KING & SCHREFFLER, P.C.:

by:



Michael W. Sloat, Esquire

Attorney for Plaintiff

ID No. 89076

606 Main Street, P.O. Box 99

Emlenton, PA 16373

Phone: (724) 867-5921

FILED ^{CLK} *Att. pd 7.00*
m/2:32 PM No CC
MAY 04 2005 *1 Reinstated to Att'y*

William A. Shaw
Prothonotary/Clerk of Courts

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 04-1562-CD

TYPE OF PLEADING:
Motion for Alternative Service

FILED ON BEHALF OF:
Farmers National Bank of Emlenton,
Plaintiff

COUNSEL OF RECORD:
Lynn, King & Schreffler, P.C.
Michael W. Sloat, Esq.
I.D. No. 89076
606 Main Street, Box 99
Emlenton, PA 16373
(724) 867-5921

FILED 1cc

m 12:40 PM
MAY 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

**LYNN, KING & SCHREFFLER
ATTORNEYS AT LAW**

P.O. BOX 99
606 MAIN STREET
EMLENTON, PA 16373
TELEPHONE (724) 867-5921 FAX (724) 867-5101

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 04-1562-CD

TYPE OF PLEADING:
Motion for Alternative Service

FILED ON BEHALF OF:
Farmers National Bank of Emlenton,
Plaintiff

COUNSEL OF RECORD:
Lynn, King & Schreffler, P.C.
Michael W. Sloat, Esq.
I.D. No. 89076
606 Main Street, Box 99
Emlenton, PA 16373
(724) 867-5921

FILED 1cc
m/d: 40.621 Atty Sloat
MAY 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

MOTION FOR ALTERNATIVE SERVICE
PURSUANT TO Pa.R.C.P. NO. 410

Farmers National Bank of Emlenton, by and through its counsel, Lynn, King & Schreffler, P.C., moves the Court for leave to serve the Complaint in Mortgage Foreclosure on the Defendant Kathleen Dworetzky by alternative service pursuant to Pa. R.C.P. No. 410, and in support thereof, avers as follows:

1. On October 7, 2004, Plaintiff filed a Complaint in Mortgage Foreclosure against the Defendants at the above term and number for foreclosure of property known and numbered as 115 ½ East Weber Avenue, DuBois, Pennsylvania 15801.
2. On October 18, 2004, the Sheriff of Clearfield County served the Complaint in Mortgage Foreclosure on the Defendant, Edward J. Dworetzky, at his residence at 173 Treasure Lake, DuBois, Pennsylvania 15801. A true and correct copy of the Sheriff's return is attached hereto as Exhibit "A" and incorporated herein by reference.
3. On November 16, 2004, the Sheriff of Clearfield County made a return of service indicating that after trying to serve Defendant Kathleen Dworetzky at her last known address of 173 Treasure Lake, DuBois, Pennsylvania 15801, she was "not found" and had moved out of state with no forwarding address.

FARMERS NATIONAL BANK
OF EMLENTON,
Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

MOTION FOR ALTERNATIVE SERVICE
PURSUANT TO Pa.R.C.P. NO. 410

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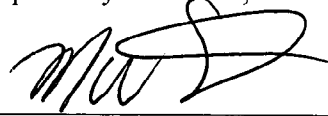
4. After various failed attempts for service, Plaintiff subsequently, with leave of Court, served Defendant Melissa Schaugnessy and tenants James Dworetzky and Colleen Hyde by Publication pursuant to Pa. R.C.P. 430.
5. A records search at the Clearfield County Recorder's Office revealed that Defendant Kathleen Dworetzky may have an address in Saint Charles, Missouri.
6. The Plaintiff has conducted an internet search which revealed that the Defendant Kathleen Dworetzky may reside at 1343 Southgate Drive, Saint Charles, Missouri 63304-6708.
7. On October 21, 2004, the Plaintiff mailed to Defendant Kathleen Dworetzky, by certified mail, for service, a copy of the Complaint. This mailing was subsequently returned by post office as unclaimed.
8. On December 20, 2004, the Complaint in Mortgage Foreclosure was reinstated.
9. On January 18, 2005, the Plaintiff forwarded the reinstated Complaint in Mortgage Foreclosure to Defendant Kathleen Dworetzky at the above address by regular United States Mail. The Complaint has not been returned.
10. Plaintiff has searched various phone databases on the internet and found two contact numbers for Kathleen Dworetzky. One number was disconnected and the other number reached a person whom would not communicate with our office.
11. The records check in the Clearfield County Recorder's Office and the Tax Claim Bureau reveals no further information regarding contact information for Defendant Kathleen Dworetzky.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order authorizing alternative:

- A. Service of the Complaint in Mortgage Foreclosure on the Defendant Kathleen Dworetzky by posting a copy of the Complaint on the door of the subject premises pursuant to P.A.R.C.P. 410(c)(2); and

- B. Service of the Writ of Execution, for the subject property, on the Defendant Kathleen Dworetzky and Defendant Melissa M. Schaughnessy by posting a copy of the Writ on the door of the subject premises pursuant to P.A.R.C.P. 410(c)(2); and
- C. Service of Notice of the Sale of the subject property upon the Defendant Kathleen Dworetzky and Defendant Melissa M. Schaughnessy and the tenants, James Dworetzky and Colleen Hyde, by posting a copy of the Notice of Sale on the door of the subject premises pursuant to P.A.R.C.P. 410(c)(2).

Respectfully submitted,



Michael W. Sloat
Attorney for Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

FARMERS NATIONAL BANK OF EMLENTON

VS.

DWORETZKY, EDWARD J. al

Sheriff Docket # 16413

04-1562-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 18, 2004 AT 12:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD J. DWORETZKY, DEFENDANT AT RESIDENCE, 173 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDWARD J. DWORETZKY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF. SERVED BY; DEHAVEN/COUDRIET

NOW NOVEMBER 16, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KATHLEEN DWORETZKY, DEFENDANT. MOVED OUT OF STATE NO FORWARDING ADDRESS.

NOW NOVEMBER 16, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MELISSA M. SCHAUGHNESSY, DEFENDANT. MOVED LEFT NO FORWARDING ADDRESS.

NOW NOVEMBER 16, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO JAMES DWORETZKY and COLLEEN HYDE, TENANTS AT 115 1/2 E. WEBER AVE., DUBOIS, PA. SEVERAL ATTEMPTS, NOT HOME

Return Costs

Cost	Description
123.50	SHERIFF HAWKINS PAID BY:
50.00	SURCHARGE PAID BY: ATTY CK# 19061

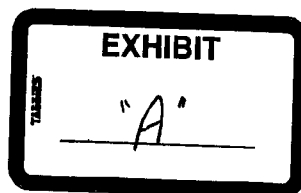
Sworn to Before Me This

____ Day Of _____ 2004

So Answers,



Chester A. Hawkins
Sheriff



FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

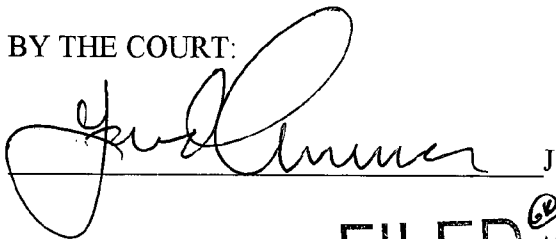
ORDER

AND NOW, this 10 day of May, 2005, upon consideration of the Motion for Alternative Service Pursuant to Pa.R.C.P. No. 430 filed on behalf of the Plaintiff, and for just cause shown, it is hereby ORDERED, ADJUDGED and DECREED that service of:

1. the Complaint in Mortgage Foreclosure shall be made on the Defendant Kathleen Dworetzky by posting a copy of the Complaint on the door of the subject premises; and
2. the Writ of Execution, for the subject property, shall be made on the Defendant Kathleen Dworetzky and Defendant Melissa M. Schaughnessy by posting a copy of the Writ on the door of the subject premises; and
3. the Notice of the Sale, of the subject property, shall be served upon the Defendant Kathleen Dworetzky and Defendant Melissa M. Schaughnessy and the tenants, James Dworetzky and Colleen Hyde, by posting a copy of the Notice of Sale on the door of the subject premises.

It is FURTHER ORDERED that Plaintiff shall complete service in accordance with this Order and shall file an Affidavit of Service with the Office of the Prothonotary of Clearfield County, pursuant to Pa.R.C.P. No. 405.

BY THE COURT:

 J.

X:\docs\04\Yellow\Farmers\Dworetzky\Motion for Alternative Service2

FILED ⁶²icc
013:58 ^{AMJ}
MAY 10 2005 Sloat

9
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100472
NO: 04-1562-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FARMERS NATIONAL BANK OF EMLENTON
vs.
DEFENDANT: EDWARD J. DWORETZKY al

SHERIFF RETURN

NOW, May 20, 2005 AT 1:20 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT 115
1/2 EAST WEBER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: COUDRIET / DEHAVEN

FILED
01:58 PM
MAY 24 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100472
NO: 04-1562-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FARMERS NATIONAL BANK OF EMLENTON
vs.
DEFENDANT: EDWARD J. DWORETZKY al

SHERIFF RETURN

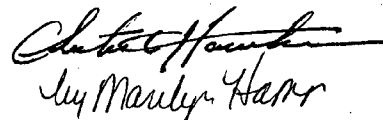
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	LYNN	20125	10.00
SHERIFF HAWKINS	LYNN	20125	24.39

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

FARMERS NATIONAL BANK
OF EMLENTON,
Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

FILED *Atty p'd.*
m/4:00 PM *2000*
JUN 30 2005 *Notice to*
Def.
William A. Shaw *Statement*
Prothonotary/Clerk of Courts *to Atty*
62

TO THE PROTHONOTARY:

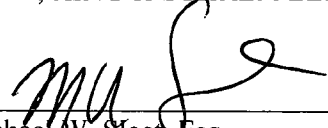
PRAECIPE FOR ENTRY OF JUDGMENT OF DEFAULT

Please enter a judgment in mortgage foreclosure by default in favor of the Plaintiff, Farmers National Bank of Emlenton, Pennsylvania, and against the Defendants, Edward J. Dworetzky, Kathleen Dworetzky and Melissa M. Schaughnessy, for their failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty days from the date of service thereof. Defendant, Edward J. Dworetzky, was served with the Complaint on October 18, 2004 by the Sheriff, Defendant, Kathleen Dworetzky, was served with the Complaint through posting of the Complaint on the premises being foreclosed upon on May 20, 2005 by Order dated May 10, 2005, and Defendant, Melissa M. Schaughnessy was served the Complaint by publication on February 23, 2005 and February 25, 2005, and their Answer was due to be filed June 10, 2005.

Attached as Exhibit "A" is a copy of Plaintiff's Certificate of Service of Notice of Intention to File Praecipe for Entry of Default Judgment which evidences serviced at least ten days prior to the filing of this Praecipe.

Please assess damages in the amount of \$17,823.12 being the amount demanded in the Complaint, plus interest from July 13, 2004, at \$3.086 per diem and costs of suit.

LYNN, KING & SCHREFFLER, P.C.:



Michael W. Sloat, Esq.
Attorney for Plaintiff
I.D. No. 89076
606 Main Street, Box 99
Emlenton, PA 16373
(724)867-5921

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

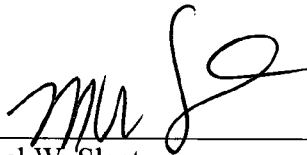
CERTIFICATE OF SERVICE

I, Michael W. Sloat, Esquire, do hereby certify that I have mailed via U.S. First Class Regular Mail, the attached Notices of Intent to Enter Default Judgment on the 5th day of April, 2005, to Defendants Edward J. Dworetzky and Melissa M. Schaughnessy and on June 13, 2005, to Defendant Kathleen Dworetzky at their last know addresses:

Edward J. Dworetzky
173 Treasure Lake
DuBois, PA 15801

Kathleen Dworetzky
1341 Southgate Drive
Saint Charles, MO 63304-6708

Melissa M. Schaughnessy
6 Shaffer Avenue
DuBois, PA 15801



Michael W. Sloat
Attorney for Plaintiff
I.D. No. 89076
P.O. Box 99, 606 Main Street
Emlenton, PA 16373
(724) 867-5921

LYNN, KING & SCHREFFLER, P.C.

ATTORNEYS AT LAW

606 MAIN STREET, P.O. BOX 99, EMLENTON, PA 16373

TELEPHONE (724) 867-5921

FAX (724) 867-5101

EMAIL: lkslaw@csonline.net

J. MICHAEL KING
SCOTT W. SCHREFFLER
MICHAEL W. SLOAT

MILES R. LYNN, JR.
COUNSEL TO THE FIRM

April 5, 2005

Edward J. Dworetzky
173 Treasure Lake
DuBois, PA 15801

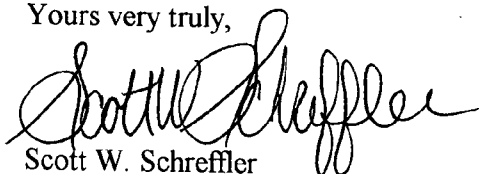
In re: Farmers National Bank of Emlenton vs. Edward J. Dworetzky, et al
Clearfield County No. 04-1562-CD

Dear Mr. Dworetzky:

Please find enclosed a Notice of Intention to File Default Judgment regarding the above referenced action. You should review the same carefully.

Thank you for your attention to this matter.

Yours very truly,



Scott W. Schreffler

SWS/jlj
enc.

FARMERS NATIONAL BANK
OF EMLENTON,
Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

TO: EDWARD J. DWORETZKY

DATE OF NOTICE: APRIL 5, 2005

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.
Scott W. Schreffler, Esq.
I.D. No. 89076
P.O. Box 99, 606 Main Street
Emlenton, PA 16373
(724) 867-5921

LYNN, KING & SCHREFFLER, P.C.

ATTORNEYS AT LAW

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TELEPHONE (724) 867-5921

FAX (724) 867-5101

EMAIL: lkslaw@csonline.net

J. MICHAEL KING
SCOTT W. SCHREFFLER
MICHAEL W. SLOAT

MILES R. LYNN, JR.
COUNSEL TO THE FIRM

April 5, 2005

Melissa M. Schaughnessy
6 Shaffer Avenue
DuBois, PA 15801

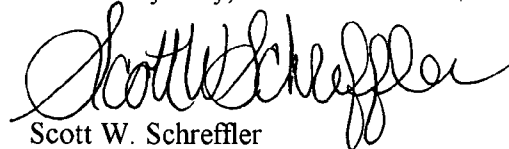
In re: Farmers National Bank of Emlenton vs. Edward J. Dworetzky, et al
Clearfield County No. 04-1562-CD

Dear Ms. Schaughnessy:

Please find enclosed a Notice of Intention to File Default Judgment regarding the above referenced action. You should review the same carefully.

Thank you for your attention to this matter.

Yours very truly,



Scott W. Schreffler

SWS/jlj
enc.

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

TO: MELISSA M. SCHAUGHNESSY

DATE OF NOTICE: APRIL 5, 2005

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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1 North Second Street
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(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.
Scott W. Schreffler, Esq.
I.D. No. 89076
P.O. Box 99, 606 Main Street
Emlenton, PA 16373
(724) 867-5921

LYNN, KING & SCHREFFLER, P.C.

ATTORNEYS AT LAW

606 MAIN STREET, P.O. BOX 99, EMLENTON, PA 16373

TELEPHONE (724) 867-5921

FAX (724) 867-5101

EMAIL: legal@lkslaw.us

J. MICHAEL KING
SCOTT W. SCHREFFLER
MICHAEL W. SLOAT

MILES R. LYNN, JR.
COUNSEL TO THE FIRM

June 13, 2005

Kathleen Dworetzky
1341 Southgate Drive
Saint Charles, MO 63304-6708

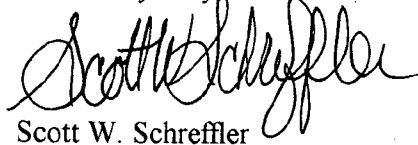
In re: Farmers National Bank of Emlenton vs. Edward J. Dworetzky, et al
Clearfield County No. 04-1562-CD

Dear Ms. Dworetzky:

Please find enclosed a Notice of Intention to File Default Judgment regarding the above referenced action. You should review the same carefully.

Thank you for your attention to this matter.

Yours very truly,



Scott W. Schreffler

SWS/jlj
enc.

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

TO: KATHLEEN DWORETZKY

DATE OF NOTICE: JUNE 13, 2005

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.
Scott W. Schreffler, Esq.
I.D. No. 89076
P.O. Box 99, 606 Main Street
Emlenton, PA 16373
(724) 867-5921

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Farmers National Bank of Emlenton

Vs.

No. 2004-01562-CD

Edward J. Dworetzky
Kathleen Dworetzky
Melissa M. Schaughnessy

To: DEFENDANT(S)

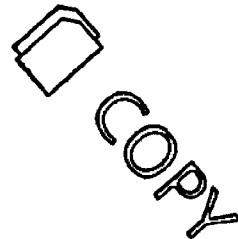
NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$17,823.12 on June 30, 2005.

William A. Shaw
Prothonotary

William A. Shaw

 COPY

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

COPY

Farmers National Bank of Emlenton
Plaintiff(s)

No.: 2004-01562-CD

Real Debt: \$17,823.12

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Edward J. Dworetzky
Kathleen Dworetzky
Melissa M. Schaughnessy
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 30, 2005

Expires: June 30, 2010

Certified from the record this 30th day of June, 2005.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 04-1562-CD

PRAECIPE FOR WRIT OF EXECUTION

(Mortgage Foreclosure)

TO THE PROTHONOTARY:

Please issue a Writ of Execution in the above matter,

1. Directed to the Sheriff of Clearfield County;
2. Against Edward J. Dworetzky, Kathleen Dworetzky, and Melissa M. Schaughnessy, Defendants; and
3. Index this Writ against Edward J. Dworetzky, Kathleen Dworetzky, and Melissa M. Schaughnessy, Defendants, and against the real property of Defendants situate in the City of DuBois, Clearfield County, Pennsylvania, more fully described in Deed to the Defendants, dated November 19, 1997, and recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, Record Book Volume 1889, Page 165.

4. Amount Due: \$17,823.12
Interest From 7/13/04

at \$3.086 per diem

Costs to be added:

139.00 Prothonotary costs

LYNN, KING & SCHREFFLER, P.C.:



Michael W. Sloat, Esquire

Attorney for Plaintiff

I.D. No. 89076

P.O. Box 99, 606 Main Street

Emlenton, PA 16373

(724) 867-5921

FILED

JUN 30 2005

William A. Shaw
Prothonotary/Clerk of Courts

ICC & Lewits
w/ prop. descr.
to Shiff
Any pd. 20.00
@

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Farmers National Bank of Emlenton

Vs.

NO.: 2004-01562-CD

 COPY

Edward J. Dworetzky and Kathleen Dworetzky,
husband and wife, and as Trustees; and
Melissa M. Schaughnessy

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FARMERS NATIONAL BANK OF EMLENTON, Plaintiff(s) from EDWARD J. DWORETZKY and KATHLEEN DWORETZKY, husband and wife, and as Trustees; and MELISSA M. SCHAUGHNESSY, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Real property of Defendants situate in the City of DuBois, Clearfield County, Pennsylvania, more fully described in Deed to the Defendants, dated November 19, 1997, and recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, Record Book Volume 1889, Page 165 (See Attached Description)
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$17,823.12
INTEREST from 7/13/04 at \$3.086 per diem
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 06/30/2005

PAID: \$139.00
SHERIFF: \$
OTHER COSTS: \$

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

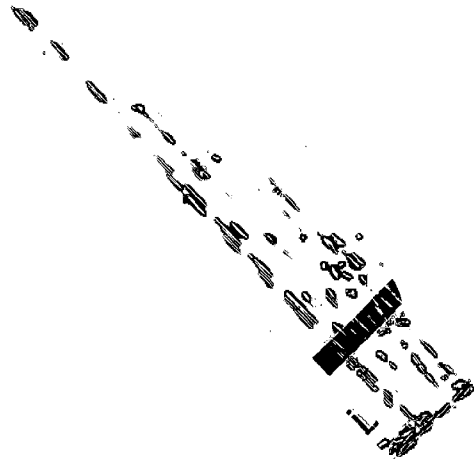
William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Michael W. Sloat, Esq.
PO Box 99
606 Main Street
Emlenton, PA 16373
(724) 867-5921

PROPERTY DESCRIPTION

ALL that certain lot or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania, known and numbered on the plan of J.E. Long's Addition to said City of DuBois as the Northeasterly part of Lot No. 136, and being bounded and described as follows:

BEGINNING at a post at the corner formed by the intersection of the Southwesterly side of East Pine Alley and the Northwesterly side of Zierden Alley; thence South 52 degrees 30 minutes West by line of Zierden Alley, 50 feet to a point; thence North 37 degrees 30 minutes West through land of A. Lone Smiley and Pearl L. Smiley 50 feet to a post in the division line between Lot No. 136 and Lot No. 137; thence North 52 degrees 30 minutes East by line of said Lot No. 137, 50 feet to a post at East Pine Alley; thence South 37 degrees 30 minutes East by line of East Pine Alley, 50 feet to a post at the corner of Zierden Alley, the place of beginning. Being designated as Clearfield County Tax Assessment Map No. 7.2-3-663A.



FARMERS NATIONAL BANK
OF EMLENTON,
Plaintiff,

VS.

EDWARD J. DWORETZKY and
KATHLEEN DWORETZKY,
husband and wife, and as Trustees; and
MELISSA M. SCHAUGHNESSY
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

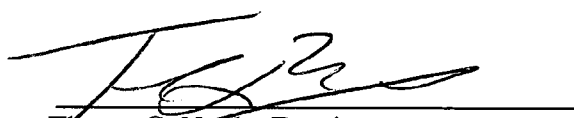
NO. 04-1562-CD

WAIVER OF 3129 NOTICE NUNC PRO TUNC

The undersigned, attorney of record for Kaye Guthridge, Jack Guthridge, Dennis Clark, Don Fezell, Rex McClure, Jeffrey Miller, Albert DiGilarmo, and Jeffrey Rice (hereinafter the "Interested Persons") in the civil action filed in the United States District Court for the Eastern District of Pennsylvania at 01-CV-3508 which created a constructive trust in their favor in the property at 115 1/2 East Weber Avenue, DuBois, PA 15801 (hereinafter the "Mortgaged Premises"), and also attorney of record for the same Interested Persons who are Plaintiffs in the lis pendens filed in the Clearfield County Court of Common Pleas at 2002-500-CD regarding the same property, on behalf of the Interested Persons *hereby*:

1. Waive the 30 day notice requirement of P.R.C.P. 3129.1 and 3129.2;
2. Acknowledge that the Mortgaged Premises was sold by the Sheriff of Clearfield County on November 4, 2005; and
3. Consent to divestiture of their interest in the Mortgaged Property as if they had received timely Notice of Sheriff's Sale as required by P.R.C.P. 3129.1 and 3129.2.

Date: 5/3/06

By: 

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
Phone: 814-765-4990

Attorney for Kaye Guthridge, Jack Guthridge,
Dennis Clark, Don Fezell, Rex McClure,
Jeffrey Miller, Albert DiGilarmo, and Jeffrey
Rice

FILED NO CC
m/12:55 PM
MAY 05 2006 CR

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

* NO. 04-1563-CD
*
*
*
*

ORDER

AND NOW, this 16th day of November, 2010, this Court having been notified of Appeal to the Commonwealth Court of Pennsylvania in the above-captioned matter; it is the ORDER of this Court that, Appellant **JOHN M. MONTI** file a concise statement of the matters complained of on said Appeal no later than twenty-one (21) days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

02:41:30 2cc
NOV 17 2010 Atty T. Cherry

William A. Shaw
Prothonotary/Clerk of Courts

ICC Def.-

973 Treasure Lake
DuBois, PA 15801

(60)

(81)

FILED

NOV 17 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/17/10

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

No. 2004-1563-CD

Type of Action:
Divorce

Type of Pleading:
Proof of Services

Filed on Behalf of:
Defendant

Counsel of Record for this Party:

Pro Se
John M. Monti
973 Treasure Lake
Du Bois, PA 15801
814-591-1925

FILED @
NOV 16 2010 11:05 AM
William A. Shaw
Prothonotary/Clerk of Courts
ICC to
Sup. Court
w/ certified copy
of Notice of Appeal
and ch #1360 for
\$73.50. (\$80)

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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*
*
* No. 2004-1563-CD
*
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PROOF OF SERVICE

I hereby certify that I am this day serving the Notice of Appeal upon the person and in the manner indicated below, which service satisfies the requirements of Pa.R.A.P 121.

Service by first-class mail addressed as follows:

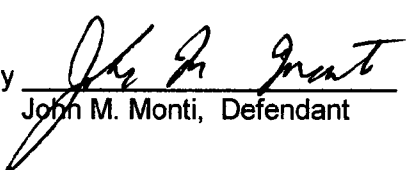
Honorable Fredric J. Ammerman
President Judge
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641

Tom Snyder
Official Court Reporter
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641

Service in person as follows:

Toni M. Cherry, Esquire
One N Franklin St
Du Bois, PA 15801-1834
Phone: (814) 371-5800

By


John M. Monti, Defendant

11/8/10

FILED

NOV 16 2010

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

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

ANNE E. MONTI, -

Plaintiff

- vs -

JOHN M. MONTI

Defendant

No. 2004-1563-CD

Type of Action:
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Type of Pleading:
Notice of Appeal

Filed on Behalf of:
Defendant

Counsel of Record for this Party:

Pro Se
John M. Monti
973 Treasure Lake
Du Bois, PA 15801
814-591-1925

FILED

NOV 04 2010

William A. Shaw
Prothonotary/Clerk of Courts

(60)
Def pd \$50.00
acc Def.
100 @ Check
for \$7350 to
Superior Court
PA

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

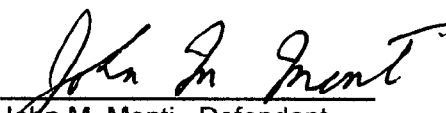
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No. 2004-1563-CD

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT JOHN M. MONTI, DEFENDANT ABOVE, NAMED, HEREBY APPEALS TO THE SUPERIOR COURT OF PENNSYLVANIA FROM THE ORDER ENTERED IN THIS MATTER ON THE 8TH DAY OF OCTOBER, 2010. THIS ORDER HAS BEEN ENTERED IN THE DOCKET AS EVIDENCED BY THE ATTACHED COPY OF THE DOCKET ENTRY.

By


John M. Monti, Defendant

Date: 11/3/2010

Time: 10:03 AM

Page 1 of 6

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
10/8/2004	Filing: Divorce Complaint Additional Counts Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$30.00 (Check)	No Judge
	Filing: Divorce No Custody Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$95.00 (Check) 2 Cert. to Atty.	No Judge
10/20/2004	Affidavit of Service of Divorce Complaint filed by Atty. T. Cherry No cc.	No Judge
12/22/2004	AND NOW, this 22nd day of Dec. 2004, upon agreement of the parties the following Order is entered: (See Original) S/FJA 2 CC to T. Cherry.	Fredric Joseph Ammerman
6/16/2006	Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's Request for Production of Documents were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No cc.	Fredric Joseph Ammerman
	Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's First Set of Interrogatories to Defendant were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No CC.	Fredric Joseph Ammerman
6/19/2007	Motion for Appointment of Master, filed by Atty. Cherry. 3 Cert. to Atty.	Fredric Joseph Ammerman
6/20/2007	Order, this 20th day of June, 2007, Ordered that: Pre-Trial Conference shall be held on the 13th day of Sept., 2007 at 9:00 a.m. in Chambers. Cynthia B. Stewart, Esquire, is appointed as Master in Divorce. Master's Hearing shall be held in Hearing Room 3 on the 16th day of Nov., 2007 at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraisal documents as well as any other documents by no later than Sept. 12, 2007. Each party shall by no later than Oct. 16, 2007 deposit the amount of \$250.00 with Prothonotary. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Milgrub, Cherry, Stewart	Fredric Joseph Ammerman
8/15/2007	Petition to Withdraw as Counsel, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
8/21/2007	Order, this 20th day of August, 2007, Richard H. Milgrub, Esquire, is permitted to withdraw as counsel on behalf of the Defendant. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub; 1CC Def. - 973 Treasure Lake, Caribbean Rd., DuBois, PA 15801	Fredric Joseph Ammerman
8/22/2007	Praecept to Withdraw as Counsel, on behalf of John M. Monti, please withdraw my appearance. Filed by s/ Richard H. Milgrub, Esquire. No CC	Fredric Joseph Ammerman
9/7/2007	Defendant's Pretrial Statement, filed by s/ John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
	Inventory and Appraisement, filed by s/ John M. Monti, Defendant No CC	Fredric Joseph Ammerman
	Income and Expense Statement, filed by s/John M. Monti, Defendant. No C C	Fredric Joseph Ammerman
9/12/2007	Plaintiff's Pre-Trial Statement, filed by s/ Toni M. Cherry, Esquire. 4CC Atty	Fredric Joseph Ammerman
	Income and Expense Sheet, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman
	Inventory, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman

Date: 11/3/2010

Time: 10:03 AM

Page 2 of 6

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
9/17/2007	Order, this 14th day of Sept., 2007, following pre-trial conference, 1. Master's Hearing will be held before Daniel A. Payne, Esquire, a full day on the 15th day of Nov. 2007 commencing at 9:00 a.m. in Hearing Room No. 3, and one-half day on the 16th day of Nov., 2007 commencing at 9:00 a.m. in Hearing Room No. 3. 2. Each party shall by no later than Oct. 16, 2007 deposit \$375.00 with the Prothonotary. 3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801; 1CC D. Payne (without memo)	Fredric Joseph Ammerman
10/11/2007	Filing: Divorce Master Fee Paid by: Anne E. Mathisen Receipt number: 1921021 Dated: 10/11/2007 Amount: \$375.00 (Check)	Fredric Joseph Ammerman
10/19/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921114 Dated: 10/19/2007 Amount: \$275.00 (Check)	Fredric Joseph Ammerman
11/16/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921479 Dated: 11/16/2007 Amount: \$100.00 (Check)	Fredric Joseph Ammerman
	Filing: Retake Prior Name Paid by: Monti, Anne E. (plaintiff) Receipt number: 1921487 Dated: 11/16/2007 Amount: \$10.00 (Cash) Anne E. Monti, To Be Known As Anne E. Mathisen. 6 Certificates to Plff.	Fredric Joseph Ammerman
	Affidavit of Consent, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
11/21/2007	Order, this 20th day of Nov., 2007, following Master's hearing, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Cherry; Def.; D. Payne; Court reporter	Fredric Joseph Ammerman
11/26/2007	Affidavit of Consent, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
1/16/2008	Order, this 15th day of Jan, 2008, Defendant's pro se request for a thirty day extension in which to file post hearing brief following Master's hearing is granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008: by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	Fredric Joseph Ammerman
3/19/2008	Entry of Appearance, on behalf of Defendant, enter appearance of Earle D. Lees, Esquire. Filed by s/ Earle D. Lees, Jr., Esquire. 1CC Atty. Lees	Fredric Joseph Ammerman
8/13/2008	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, on November 15, 2007 and November 16, 2007, filed.	Fredric Joseph Ammerman
1/8/2009	Petition For Special Relief, filed by s Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
1/12/2009	Rule, this 9th day of Jan., 2009, upon consideration of the Defendant's Petition for Special Relief, it is Ordered that a Rule be issued upon the Plaintiff. Rule returnable by hearing the 6th day of Feb., 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman

Date: 11/3/2010

Time: 12:03 AM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
1/13/2009	Certificate of Service, filed. That a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing was served upon Toni M. Cherry Esquire by regular first class mail this 12th day of January 2009, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
2/5/2009	Answer to Petition For Special Relief, filed by s/ Toni M. Cherry	Fredric Joseph Ammerman
2/10/2009	Order, this 6th day of Feb., 2009, hearing on Defendant's Petition for Special Relief is Continued to Feb. 23, 2009 at 10:00 a.m. Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	Fredric Joseph Ammerman
	Order, this 6th day of Feb., 2009, it is Ordered that the Prothonotary note the withdrawal of Earle D. Lees, Jr., Esquire as attorney for the Defendant. The Prothonotary shall enter the appearance of Reichard H. Milgrub, Esquire as attorney for the Defendant. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub; 1CC Atty. Lees (without memo)	Fredric Joseph Ammerman
2/13/2009	Report and Recommendation of Master, filed by s/ Daniel A. Payne, Esquire. 4CC Atty. Payne	Fredric Joseph Ammerman
2/23/2009	Exhibits From Master's Hearing, filed by s/ Daniel A. Payne, Esquire. No CC	Fredric Joseph Ammerman
3/2/2009	Order, this 20th day of Feb., 2009, the hearing on the Petition for Special Relief which has been rescheduled for Feb. 23, 2009 is continued. Argument on the execeptions to the Master's Report is scheduled for the 12th of March, 2009, at 2:15 p.m. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
	Order, this 2nd day of March, 2009, it is Ordered that Hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief is scheduled for April 16, 2009 at 1:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub	Fredric Joseph Ammerman
3/5/2009	Exceptions to Master's Report, filed by s/ Richard H. Milgrub Esq. 2CC Atty.	Fredric Joseph Ammerman
3/31/2009	Divorce Decree/Dated: March 30, 2009. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Milgrub and T. Cherry March 31, 2009, Vital Statistics information reported to New Castle, PA.	Fredric Joseph Ammerman
	Order NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED. It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows: (see original for details) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: T. Cherry and Milgrub and 1CC D. Payne (without memo)	Fredric Joseph Ammerman
4/14/2009	Praeipce to Withdraw Petition for Special Relief, filed by s/ Richard H. Milgrub, Esquire. 1CC atty. Milgrub	Fredric Joseph Ammerman
	Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
	Amended Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	Fredric Joseph Ammerman

Date: 11/3/2010

Time: 10:03 AM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
4/20/2009	Order, AND NOW, this 16 day of April 2009, upon consideration of the Defendant's Amended Motion for Alimony Adjustment, it is hereby ORDERED AND DECREED that hearing on said Motion for the 3rd day of June 2009 at 2:30 pm in Courtroom No. 1. 1 1/2 hour(s) has/have been allotted for said hearing. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub.	Fredric Joseph Ammerman
4/21/2009	Certificate of Service, filed. That a certified copy of the Defendant's Motion for Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing was served upon Toni M. Cherry Esq., this 20th day of April 2009 by first class mail, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
4/28/2009	Filing: Notice of Appeal to High Court Paid by: Milgrub, Richard H. (attorney for Monti, John M.) Receipt number: 1929201 Dated: 4/28/2009 Amount: \$50.00 (Check) For: Monti, John M. (defendant) filed by s/Richard H. Milgrub, Esq. One CC with check to Superior Court Five CC Attorney Milgrub	Fredric Joseph Ammerman
	Application for Supercedeas by Defendant, John M. Monti, Pending Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
	Proof of Service, filed. That the Notice of Appeal was served by first class mail to Toni M. Cherry Esq., and by service in person to Honorable Fredric J. Ammerman, Daniel Nelson and Tom Snyder, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
	Request for Transcript, filed by s/Richard H. Milgrub, Esq. One CC Superior Court Four CC Attorney Milgrub	Fredric Joseph Ammerman
	Order, NOW, this 28th day of April, 2009, Appellant to file a concise statement within 21 days. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys T. Cherry and R. Milgrub	Fredric Joseph Ammerman
4/29/2009	Order, this 29th day of April, 2009, a hearing on Defendant's Application for Supercedeas, Pending Appeal, is scheduled for the 8th day of May, 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman
4/30/2009	Certificate of Service, filed. Hereby certify that Defendant's Application for Supercedeas by Defendant, John M. Monti, pending appeal, and order scheduling hearing was served upon Toni M. Cherry Esq. on this 30th day of April 2009 and also via facsimile transmission on April 30, 2009, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
5/8/2009	Appeal Docket Sheet from Superior Court of Pennsylvania, case number 718 WDA 2009, filed.	Fredric Joseph Ammerman
5/12/2009	Order, this 8th day of May, 2009, following argument on Defendant's Application for Supersedeas, it is Ordered that counsel supply the Court with a letter brief by no later than May 12, 2009, along with a proposed Order being submitted by Attorney Milgrub. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
5/13/2009	Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty.	Fredric Joseph Ammerman

Date: 11/3/2010

Time: 10:03 AM

Page 5 of 6

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
5/18/2009	Fredric Joseph Ammerman
Order AND NOW, this 15th day of May 2009, upon consideration of the Defendant's request for a supercedeas pending appeal, it is the ORDER of this Court that said requested is granted. Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway Piano, and a judgment note from defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate. IT IS THE FURTHER ORDER OF THIS COURT that the defendant shall keep the mortgage payments on both the former marital residence and the commercial real estate current. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Milgrub.	
5/20/2009	Fredric Joseph Ammerman
Opinion, May 20, 2009, this Court requests that this matter be remanded by the Superior Court for correction of amount to be paid by Def. to Plff. for equitable distribution. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub; 1CC Superior Court (without memo)	
6/8/2009	Fredric Joseph Ammerman
Transcript of Proceedings, filed. Argument on Defendant's Exceptions to Master's Report, held before Fredric J. Ammerman, Pres. Judge, on March 12, 2009.	
6/29/2009	Fredric Joseph Ammerman
June 29, 2009, Mailed Appeal to Superior Court. June 29, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	
	Fredric Joseph Ammerman
June 29, 2009, Letter to Superior Court, Re: Appeal Mailed to Superior Court.	
7/7/2009	Fredric Joseph Ammerman
Motion for Leave to Amend 1925 (B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	
7/9/2009	Fredric Joseph Ammerman
Certificate of Contents, original record of the case was received by Superior Court on 7-7-09. NoCC	
7/13/2009	Fredric Joseph Ammerman
Order, AND NOW, this 13th day of July, 2009, Order of this Court that the Defendant be permitted to amend the 1925(B) Statement of Errors Complained of on Appeal. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Milgrub	
7/23/2009	Fredric Joseph Ammerman
Amended 1925(B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
7/31/2009	Fredric Joseph Ammerman
July 31, 2009, Mailed Supplement to Appeal to Superior Court. July 31, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	
	Fredric Joseph Ammerman
July 31, 2009, Letter to Superior Court, Supplement to Appeal Mailed to Superior Court.	
8/7/2009	Fredric Joseph Ammerman
Certificate of Contents, re; a supplement to the original record was received by Superior Court 8-6-09	
5/18/2010	Fredric Joseph Ammerman
Motion to Suspend Alimony Pendent Lite, filed by s/ John M. Monti, Defendant. 1 CC Defendant 1 CC Attorney Milgrub	
5/20/2010	Fredric Joseph Ammerman
Order this 19th day of May 2010, upon consideration of the Plaintiff's Motion to Suspend Allimony Pendente Lite, it is hereby ORDERED and DECREED that hearing on said Motion be scheduled for the 25th day June 2010 at 9:00 am BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC deft (with memo) and 1CC Atty Milgrub.	

Date: 11/3/2010

Time: 10:03 AM

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Clearfield County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
6/17/2010	Order this 17th day of June 2010 due to a scheduling conflict, it is the ORDER of this Court that the hearing on the Defendant's Motion to Suspend Alimony Pendente Lite be and is hereby rescheduled from June 25, 2010 at 9:00 am to the 17th day of August 2010 at 9:00 am in courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: T. Cherry and Milgrub.	Fredric Joseph Ammerman
7/8/2010	Judgment Order from Superior Court, filed. Order Vacated. Case remanded with instructions. Jurisdiction relinquished. Certificate of Contents of Remanded Record and Notice of Remand, filed Case returned to Common Pleas Court.	No Judge Fredric Joseph Ammerman
7/14/2010	Certificate of Remittal/Remand of Record, filed. Remand/Remittal Date: July 6, 2010.	Fredric Joseph Ammerman
7/19/2010	Order, this 15th of July, 2010, a status conference is scheduled in chambers for the 19th of Aug., 2010 at 11:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
8/20/2010	Order, this 17th of Aug., 2010, it is Ordered: 1. Plff. shall have no more than 20 days from this date in which to file any Motions/Petitions relative the issues of temporary alimony and/or compliance with any other Orders of Court. 2. Hearing on Def.'s Motion to Suspend Alimony Pendente Lite is continued, to be scheduled. 3. Status Conference scheduled for Aug. 19, 2010 is canceled. 4. Counsel for both parties shall have no more than 20 days from this date to submit letter brief to the Court describing the error each believes was made in the Master's Report and as to how that error should be corrected. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	Fredric Joseph Ammerman
8/30/2010	Praecepto to Withdraw Appearance, on behalf of Def., withdraw appearance of Richard H. Milgrub, Esq. filed by s/ Atty. Milgrub. 1CC to Atty.	Fredric Joseph Ammerman
9/23/2010	Order this 21st day of September 2010, it is the ORDER of this Court a hearing on the Defendant's Motion to Suspend Alimony Pendente Lite and Enforcement hearing on Temporary Alimony are hereby scheduled for the 20th day of October 2010 at 1:30. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. cert to Atty Cherry and deft.	Fredric Joseph Ammerman
10/8/2010	Opinion and Order, filed Cert. to Atty. Cherry, Defendant, Law Library and Mikesell Order, dated October 8, 2010.	Fredric Joseph Ammerman
10/26/2010	Order, NOW, this 20th day of October, 2010, following taking of testimony relative the Defendant's Pro Se Motion to Suspend Alimony Pendente Lite, Order that the said Motion be and is hereby Denied. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorney T. Cherry One CC Defendant	Fredric Joseph Ammerman

I hereby certify this to be a true
and correct copy of the original
statement filed in this case.

NOV 03 2010

Attest,

William A. B...
Prothonotary/
Clerk of Courts

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

*
*
*
*
*

NO. 04-1563-CD

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 08 2010

OPINION and ORDER

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

This matter is presently before the Court on economic and related claims to the parties' divorce action filed at the above-captioned number. The parties were married in May, 1997 and separated in August, 2004. Wife filed for divorce in October, 2004 and raised claims seeking the award of Alimony Pendente Lite, permanent alimony, equitable distribution and attorney's costs and fees. By Order of Court dated December 22, 2004, Husband was granted sole possession of the marital residence.

A Master's hearing was held on November 15 and 16, 2007. During the Master's hearing Wife was represented by Toni M. Cherry, Esquire and husband proceeded pro se. During the Master's hearing the parties stipulated to the entry of the Divorce Decree concurrently with the issuance of the Master's Report and Recommendation and the parties executed and filed Affidavits of Consent with the Court. The Master in Divorce issued his opinion and recommendation to the Court on February 13, 2009. By Order of March 30, 2009 this Court adopted the Master's Report and Recommendations.

Husband filed a timely Notice of Appeal on April 28, 2009 appealing this matter to the Superior Court. On May 20, 2009 this Court issued an Order requesting that the case be remanded for the correction of the following two errors: 1) to correct a substantial mathematical error in favor of Wife and 2) to more fully address the increase in value of Wife's pension during the marriage.

The Pennsylvania Superior Court issued an Order filed May 20, 2010 to Docket No. 718 WDA 2009 in which that Court remanded the case to the trial Court to correct the errors identified in the Opinion and Order dated May 20, 2009 and make any other modifications deemed appropriate.

1. Mathematical error in favor of Wife

Both Husband and Wife agree that Schedule C, which was attached to the Master's report, contained a substantial mathematical error in favor of Wife. In the Master's recommendation the Master recommended that Wife receive 65% of the net value of the marital assets listed on Schedule A and Husband receive 35% of said value. The Master calculated Wife's share of the 65% to be \$128,008.00. Schedule C of the Master's report listed assets that were to be distributed in kind to Wife. The Master should have subtracted the assets distributed in kind to Wife totaling \$14,096.00 from Wife's 65% share of the net marital assets of \$128,008.00, which would have produced a balance owing from Husband to Wife of \$113,912.00. The Master incorrectly listed the amount due to Wife on Schedule C as \$168,746.00. Both Husband and Wife acknowledge that this is obviously an incorrect calculation set forth on Schedule C. Given this obvious mathematical error, Schedule C should be amended to reflect the subtraction of the assets distributed in kind to Wife from Wife's 65% share, which would equal cash owing from Husband to Wife in the amount of \$113,912.00.

2. Increase in value of Wife's retirement account during the marriage

In the Master's Report and Recommendation filed on February 13, 2009 the Master gave considerable consideration to the factors that are enumerated in 23 Pa.C.S.A. §3502(a). The Master considered the facts that were presented during the two days

of the Master's hearing and the evidence that was presented by each party. Based on the facts and evidence the Master made his recommendation to the Court. The appellate courts have held that the weight given to the statutory factors depends on the facts of each case and is solely within the Court's discretion. See Gaydos v. Gaydos, 693 A.2d 1368, 1376 (Pa. Super. 1997).

In his consideration of the factors in this case the Master took into account that Husband had maintained control over the marital residence. Additionally, Husband was awarded the rental properties and the stream of income generated by said properties. The Master also considered the ages of the parties and their health and current stations in life and current employment and opportunities for employment in making his decision. Based on his consideration of the statutory factors, the relevant case law, and the particular circumstances of each of the parties hereto the Master deemed that it would be equitable to distribute the entire increase in value in Wife's TIAA/CREF retirement account to Wife. The primary objective of the Divorce Code 23 Pa.C.S.A. §3101, *et seq.* is to effectuate economic justice between the parties and achieve a fair and just determination and settlement of their property rights. Isralsky v. Isralsky, 824 A.2d 1178 (Pa.Super. 2003); 2003 Pa.Super. 162. Furthermore, in Pennsylvania it is not presumed that a property distribution should be equal, but rather equitable and in such proportions and in such manner as is deemed just after consideration of all relevant factors. See 23 Pa.C.S.A. §3502. It is clear in the present case the Master made a determination that in order to effectuate an equitable distribution it was necessary to distribute the entire increase in value of Wife's TIAA/CREF retirement fund to Wife. Based on the foregoing analysis and the factors considered therein, this Court

does not see any need to waiver from this distribution scheme as it aids in the equitable distribution of the assets between the parties.

Based on the foregoing the Court enters the following:

ORDER

AND NOW, this 8th day of October, 2010, it is the ORDER of this Court as follows:

1. Schedule C of the Master's Report of February 13, 2009 is hereby AMENDED to reflect that the balance owing from Husband to Wife is \$113,912.00. Said calculation is arrived at by taking Wife's portion of the net marital assets of \$128,008.00 minus the assets distributed in kind to Wife of \$14,096.00.
2. In all other respects, and based on the reasoning in the above Opinion in respect to the increase in value of Wife's pension, the Court fully adopts all of the other terms and provisions of the Report and Recommendations issued by the Master dated February 13, 2009.
3. Other than the correction for the mathematical error as set forth in paragraph 1 above, all other objections raised by the Defendant to the aforesaid Master's Report of February 13, 2009 are hereby DISMISSED.

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge and attest this to be a true
statement filed in this case.

OCT 08 2010

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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*
* NO. 04-1563-CD
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ORDER

NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by Defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED.

It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows:

1. The Master's findings of fact, conclusions of law and schedules are adopted herein as though set forth in full.
2. Based on the economic analysis which is more fully defined on "Schedule C Recapitulation" the following distribution of marital assets is ordered:
 - a. Husband shall receive the marital residence located at 973 Treasure Lake, DuBois, Pennsylvania. Husband shall also receive the renal properties located at 511 and 511 ½ Pifer Street, DuBois, Pennsylvania and the unit located at 201 N. 5th Street, Reynoldsville, Pennsylvania. Wife's execution and exchange of any titles, deeds or other documents

necessary to complete the transfer of ownership to Husband of the real property shall be effectuated within 60 days of this Order.

- b. Both parties shall keep all of the personal marital property currently in his or her possession as is more fully described in "Schedule A Marital Assets." If necessary the execution and exchange of any titles or other documents required to transfer ownership interest in any personal property to the assigned owner shall be effectuated within 60 days of this Order.
 - c. Wife shall receive the assets as outlined in Schedule A, attached hereto.
 - d. Husband shall receive the assets as outlined in Schedule A, attached hereto.
 - e. Husband shall assume the designated marital liabilities as set forth on Schedule B.
3. Husband is directed to pay the sum of \$1,080.00 per month in alimony to Wife for a period of two (2) years with the first payment being the first day of the month following the date of this Order. Payments are to be made to and distributed by, the Clearfield County Domestic Relations Section.
4. Husband shall pay Wife's counsel fees within no more than 120 days of the date of this Order. Said payment is to be made payable to the law firm of Gleason, Cherry and Cherry, LLP by certified check or money order.

5. The certain items of non-marital property shall be awarded to each party as designated on Schedule D.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 31 2009

Attest.

William A. ...
Prothonotary/
Clerk of Courts

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 04-1563-CD

PROPOSED ORDER and
SCHEDULES OF DISTRIBUTION

NOW, this _____ day of February, 2009, each party having previously executed and filed an Affidavit of Consent and a Waiver of Notice of Intention to Request Entry of a Divorce Decree under § 3301 of the Divorce Code, but a final entry Decree of Divorce having not been entered: a Master's Hearing on outstanding issues having been held on November 15 and 16, 2007, it is the recommendation of the Master as follows:

1. The Master hereby assigns values and possessions of the various items of marital property pursuant to Schedule A Marital Assets and further assigns value and responsibility for the various marital liabilities pursuant to Schedule B Marital Liabilities, both Schedules being attached hereto.
2. The Master determines that the total value of the marital assets is \$393,452.85 and the total value of the marital liabilities is \$196,514.02. From these figures the total net value of the marital estate is \$196,936.83.
3. The Master finds that a distribution scheme of 65% to 35% in favor of Wife is appropriate.

4. Pursuant to the aforementioned schedules Wife is receiving in kind marital assets worth \$14,096.00. Wife is assuming no marital debt. Husband is receiving marital assets worth \$379,356.00. However, Husband is assuming \$196,514.02 in marital debt. Under this distribution system in order to effectuate a 65 / 35 split, in favor of Wife, Husband will have to pay Wife the sum of \$168,746.00. Said sum is to be paid to Wife in no later than 60 days by certified check.
5. Based on the economic analysis which is more fully defined on the Recapitulation Schedule C attached hereto the following distribution of marital assets is recommended:
 - a. Husband shall receive the marital residence located at 973 Treasure Lake, DuBois, Pennsylvania. Husband shall also receive the rental properties located at 511 and 511 ½ Pifer Street, DuBois, Pennsylvania and the unit located at 201 No. 5th Street, Reynoldsville, Pennsylvania. Wife's execution and exchange of any titles, deeds or other documents necessary to complete the transfer of ownership to Husband of the real property shall be effectuated within 60 days of this Order.
 - b. Both parties shall keep all of the personal marital property currently in his or her possession as is more fully described in Schedule A Marital Assets. If necessary the execution and exchange of any titles or other documents required to transfer ownership interest in any personal property to the assigned owner shall be effectuated within 60 of this Order.

- c. Wife shall receive the assets as outlined in Schedule A attached hereto.
- d. Husband shall receive the assets as outlined in Schedule A attached hereto.
- e. Husband shall assume the designated martial liabilities as set forth on Schedule B.
- f. Husband is directed to pay the sum of \$1,080.00 per month in alimony to Wife for a period of two years with the first payment being due the first day of the month following the date of this Order. Payments are to be made to and distributed by, the Clearfield County Domestic Relations Section.
- g. Husband shall pay Wife's counsel fees in the total amount of \$7,210.00 within no more than 120 days of the date of this Order. Said payment is to be made payable to the law firm of Gleason, Cherry and Cherry by certified check or money order.
- h. The Master determines that certain items of property are non-marital and awards possession of the same to the party designated on Schedule D.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

Monti v. Monti

Schedule A - Marital Assets

Asset	Value	Distribution
1 Martial Residence		
1 973 Treasure Lake, DuBois, PA	\$174,500.00	Husband
Rental Property (2 units)		
2 511 & 511 1/2 Pifer Street, DuBois, PA	\$66,200.00	Husband
Rental Property		
3 201 N. 5th Street, Reynoldsville, PA	\$35,900.00	Husband
4 2003 Monte Carlo SS Coupe	\$14,000.00	Wife
5 2003 Chevrolet Z06 Corvette*	No equity present	Husband
6 1998 Sylvan Marine 820 Elite Pontoon Boat	\$9,080.00	Husband
7 1996 Oldsmobile Aurora Sedan**	\$200.00	Husband
8 Husband's Personal Account***	\$13,591.35	Husband
Steinway Special Ed. Grand Piano Serial No.		
9 553075	\$61,990.00	Husband
Household goods & furnishings retained by		
10 Husband	\$15,895.00	Husband
11 P. Buckley Moss Art Print "The Way Home"	\$69.00	Wife
12 P. Buckley Moss Art Print "Cherished Eve"	\$27.50	Wife
13 Camper lot & camper	<u>\$2,000.00</u>	Husband
Total	\$393,452.85	

* Liability exceeds value

** As indicated from Husband's pre-trial statement

***Value established by testimony at Master's Hearing. Funds secured from closing jointly held accounts.

Monti v. Monti

Schedule B - Liabilities

	<u>Description</u>	<u>Creditor</u>	<u>Responsible party</u>	<u>Value</u>
1	Treasure Lake Mortgage	PNC Bank	Husband	\$104,142.67
2	DuBois Rental Mortgage (511 & 511 1/2 Pifer Street)			
	First Mortgage	First Commonwealth Bank	Husband	\$27,097.32
	Second Mortgage	PNC Bank	Husband	\$37,293.67
3	Reynoldsville Rental (201 N. 5th Street)	PNC Bank	Husband	<u>\$27,980.36</u>
			Total	\$196,514.02

Monit v. Monti

Schedule C Recapitulation

Total Assets	\$393,450.85
Total Liabilities	<u>-\$196,514.02</u>
Net Equity	\$196,936.83

65% to Wife = \$128,008.00

35% to Husband = \$68,928.00

65% of Net Equity to Wife:

2003 Monte Carlo SS Coupe	\$14,000.00
P. Buckley Moss - "The Way Home"	\$69.00
P. Buckley Moss - "Cherished Eve"	<u>\$27.50</u>
	\$14,096.50
Wife's Liabilities	\$0.00
	\$14,096.50
Net Equity to Wife	\$14,096.00

35% of Net Equity to Husband:

Husband's Assets:	
Marital Residence	\$174,500.00
Rentals (Pifer Street)	\$66,200.00
Rental (N. 5th Street)	\$35,900.00
Pontoon Boat	\$9,080.00
1996 Olds Aurora	\$200.00
Savings Account	\$13,591.35
Steinway Piano	\$61,990.00
Household Items	\$15,895.00
Camper & Lot	<u>\$2,000.00</u>
	\$379,356.35
Husband's Liabilities	<u>-\$196,514.02</u>
Net Equity to Husband	\$182,842.33
 Amount due to Wife	 \$168,746.00

Monti v. Monti

Schedule D - Non Marital Property

- * Husband's Whole Life Insurance Policy
- * Wife's TIAA/CREF Retirement Account

The Master recommends that each item should be considered nonmarital property and each shall be entitled to retain all interest in the asset.

CA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

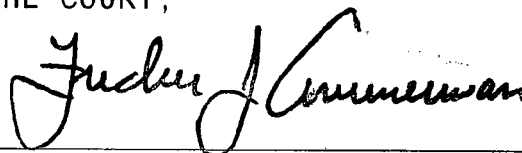
CIVIL DIVISION

ANNE E. MONTI NOW KNOWN }
AS ANNE E. MATHISON } NO. 2004-1563-CD
VS }
JOHN M. MONTI }

O R D E R

NOW, this 20th day of October, 2010, following
the taking of testimony relative the Defendant's Pro Se
Motion to Suspend Alimony Pendente Lite, it is the ORDER
of this Court that the said Motion be and is hereby
DENIED.

BY THE COURT,



President Judge

S
FILED
01/03/2010
OCT 26 2010
William A. Shaw
Prothonotary/Clerk of Courts
2cc
Any T. Cherry
1cc Def.-
973 Treasure
Lake
DuBois, PA 15801

18

FILED

OCT 26 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/26/10

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 04-1563-CD

FILED

OCT 08 2010

William A. Shaw
Prothonotary/Clerk of Courts

CLERK TO CHERRY
DEPT. LAW LIBRARY
MICKEL

OPINION and ORDER

This matter is presently before the Court on economic and related claims to the parties' divorce action filed at the above-captioned number. The parties were married in May, 1997 and separated in August, 2004. Wife filed for divorce in October, 2004 and raised claims seeking the award of Alimony Pendente Lite, permanent alimony, equitable distribution and attorney's costs and fees. By Order of Court dated December 22, 2004, Husband was granted sole possession of the marital residence.

A Master's hearing was held on November 15 and 16, 2007. During the Master's hearing Wife was represented by Toni M. Cherry, Esquire and husband proceeded pro se. During the Master's hearing the parties stipulated to the entry of the Divorce Decree concurrently with the issuance of the Master's Report and Recommendation and the parties executed and filed Affidavits of Consent with the Court. The Master in Divorce issued his opinion and recommendation to the Court on February 13, 2009. By Order of March 30, 2009 this Court adopted the Master's Report and Recommendations.

Husband filed a timely Notice of Appeal on April 28, 2009 appealing this matter to the Superior Court. On May 20, 2009 this Court issued an Order requesting that the case be remanded for the correction of the following two errors: 1) to correct a substantial mathematical error in favor of Wife and 2) to more fully address the increase in value of Wife's pension during the marriage.

#77

The Pennsylvania Superior Court issued an Order filed May 20, 2010 to Docket No. 718 WDA 2009 in which that Court remanded the case to the trial Court to correct the errors identified in the Opinion and Order dated May 20, 2009 and make any other modifications deemed appropriate.

1. Mathematical error in favor of Wife

Both Husband and Wife agree that Schedule C, which was attached to the Master's report, contained a substantial mathematical error in favor of Wife. In the Master's recommendation the Master recommended that Wife receive 65% of the net value of the marital assets listed on Schedule A and Husband receive 35% of said value. The Master calculated Wife's share of the 65% to be \$128,008.00. Schedule C of the Master's report listed assets that were to be distributed in kind to Wife. The Master should have subtracted the assets distributed in kind to Wife totaling \$14,096.00 from Wife's 65% share of the net marital assets of \$128,008.00, which would have produced a balance owing from Husband to Wife of \$113,912.00. The Master incorrectly listed the amount due to Wife on Schedule C as \$168,746.00. Both Husband and Wife acknowledge that this is obviously an incorrect calculation set forth on Schedule C. Given this obvious mathematical error, Schedule C should be amended to reflect the subtraction of the assets distributed in kind to Wife from Wife's 65% share, which would equal cash owing from Husband to Wife in the amount of \$113,912.00.

2. Increase in value of Wife's retirement account during the marriage

In the Master's Report and Recommendation filed on February 13, 2009 the Master gave considerable consideration to the factors that are enumerated in 23 Pa.C.S.A. §3502(a). The Master considered the facts that were presented during the two days

of the Master's hearing and the evidence that was presented by each party. Based on the facts and evidence the Master made his recommendation to the Court. The appellate courts have held that the weight given to the statutory factors depends on the facts of each case and is solely within the Court's discretion. See Gaydos v. Gaydos, 693 A.2d 1368, 1376 (Pa. Super. 1997).

In his consideration of the factors in this case the Master took into account that Husband had maintained control over the marital residence. Additionally, Husband was awarded the rental properties and the stream of income generated by said properties. The Master also considered the ages of the parties and their health and current stations in life and current employment and opportunities for employment in making his decision. Based on his consideration of the statutory factors, the relevant case law, and the particular circumstances of each of the parties hereto the Master deemed that it would be equitable to distribute the entire increase in value in Wife's TIAA/CREF retirement account to Wife. The primary objective of the Divorce Code 23 Pa.C.S.A. §3101, *et seq.* is to effectuate economic justice between the parties and achieve a fair and just determination and settlement of their property rights. Isralsky v. Isralsky, 824 A.2d 1178 (Pa.Super. 2003); 2003 Pa.Super. 162. Furthermore, in Pennsylvania it is not presumed that a property distribution should be equal, but rather equitable and in such proportions and in such manner as is deemed just after consideration of all relevant factors. See 23 Pa.C.S.A. §3502. It is clear in the present case the Master made a determination that in order to effectuate an equitable distribution it was necessary to distribute the entire increase in value of Wife's TIAA/CREF retirement fund to Wife. Based on the foregoing analysis and the factors considered therein, this Court

does not see any need to waiver from this distribution scheme as it aids in the equitable distribution of the assets between the parties.

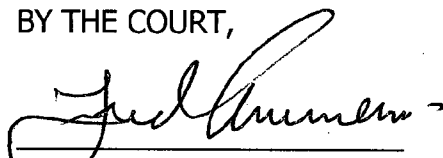
Based on the foregoing the Court enters the following:

ORDER

AND NOW, this 8th day of October, 2010, it is the ORDER of this Court as follows:

1. Schedule C of the Master's Report of February 13, 2009 is hereby AMENDED to reflect that the balance owing from Husband to Wife is \$113,912.00. Said calculation is arrived at by taking Wife's portion of the net marital assets of \$128,008.00 minus the assets distributed in kind to Wife of \$14,096.00.
2. In all other respects, and based on the reasoning in the above Opinion in respect to the increase in value of Wife's pension, the Court fully adopts all of the other terms and provisions of the Report and Recommendations issued by the Master dated February 13, 2009.
3. Other than the correction for the mathematical error as set forth in paragraph 1 above, all other objections raised by the Defendant to the aforesaid Master's Report of February 13, 2009 are hereby DISMISSED.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

OCT 08 2010

William A. Shaw
Prothonotary/Clerk of Courts

FILED

— You are responsible for serving all appropriate parties.

— The Prothonotary's office has provided service to the following parties:
Plaintiff(s) ☒ Defendant(s) ☐ Plaintiff(s) Attorney ☐ Other

— Special Instructions:
Defendant(s) Attorney ☐ Other

973 TREASURY LANE
DUBOIS

CA

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 04-1563-CD

FILED

SEP 23 2010

013:15/c
William A. Shaw

Notary/Clerk of Courts

ANNE E. MATHISON
Plaintiff

vs.

JOHN M. MONTI
Defendant

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NO. 04-00539-SD
PACES NO. 763106800

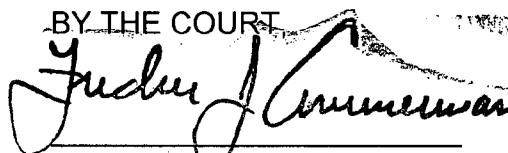
Arry Clean
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DEK.

ORDER

AND NOW, this 21st day of September, 2010, it is the ORDER of this Court
a hearing on the **Defendant's Motion to Suspend Alimony Pendente Lite and
Enforcement hearing on Temporary Alimony** be and are hereby scheduled for the
20th day of October, 2010 at 1:30 p.m. in Courtroom No. 1 of the Clearfield County
Courthouse, Clearfield, Pennsylvania.

Two hours has been scheduled for these proceedings.

BY THE COURT



FREDRIC J. AMMERMAN
President Judge

#76

FILED
SEP 23 2010
William A. Shaw
Notary/Clerk of Courts

☒ You are responsible for serving all appropriate parties.
☒ The Notary's office has provided service to the following parties:
Plaintiff(s) ☒ Defendant(s) ☒ Plaintiff(s) Attorney ☐ Defendant(s) Attorney ☐ Other
Special Instructions:

923 TRENTON LAKE
DOWN

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

FILED

7 AUG 30 2010
07/13/10
William A. Straw
Prothonotary/Clerk of Courts

1 cert to

Att'y
(CR)

Type of Action:
Divorce

Type of Pleading:
Praecipe to Withdraw
Appearance

Filed on Behalf of:
Richard H. Milgrub, Esq.

Counsel of Record for this
Party:

Earle D. Lees, Jr., Esquire
Supreme Court I.D. 15763

211 North Second Street
Clearfield, PA 16830
(814) 375-9310

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

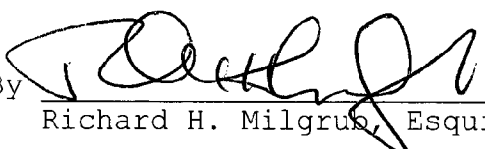
PRAECIPE TO WITHDRAW APPEARANCE

TO THE PROTHONOTARY:

Please withdraw my appearance as co-counsel on behalf
of the Defendant, John M. Monti, in the above-captioned matter.

Date: 6/30/10

By


Richard H. Milgrub, Esquire

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

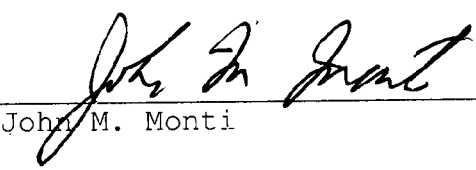
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No. 2004-1563-CD

CONSENT TO WITHDRAWAL

I, John M. Monti, do hereby consent to the withdrawal
of Richard H. Milgrub, Esquire and Earle D. Lees, Jr., Esquire as
my attorneys of record.

Date: 8/30/10


John M. Monti

William A. Shaw
Prothonotary/Clerk of Courts

AUG 30 2010

FILED

OK for W. HANSEN
per Dan

CA

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

ANNE E. MONTI,
Plaintiff

VS.

JOHN M. MONTI,
Defendant

* NO. 04-1563-CD
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ORDER

AND NOW, this 17th day of August, 2010, it is the ORDER of this Court as follows:

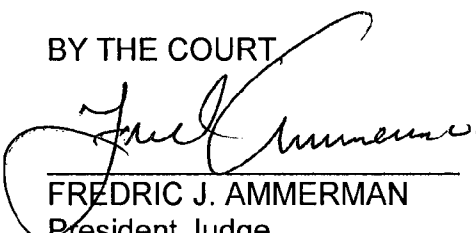
1. The Plaintiff shall have no more than 20 days from this date in which to file any Motions/Petitions relative the issues of temporary alimony and/or compliance with any other Orders of this Court.
2. Hearing on the Defendant's Motion to Suspend Alimony Pendente Lite filed May 18, 2010 is hereby continued and will be scheduled at the same time as hearing on the Motions/Petitions to be filed by the Plaintiff. Estimated time required for the combined hearing is two hours.
3. Status Conference scheduled for August 19, 2010 is hereby canceled.
4. Counsel for both parties shall have no more than 20 days from this date to submit letter brief to the Court describing the error each believes was made in the Master's Report and as to how that error should be corrected.

FILED
09/28/10
AUG 20 2010

William A. Shaw
Prothonotary/Clerk of Courts

ICC
Atty's:
T. Cherry
Milgrub
(610)

BY THE COURT


FREDRIC J. AMMERMAN
President Judge

#74

FILED

AUG 20 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/20/10

X You are responsible for serving all appropriate parties.

 The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

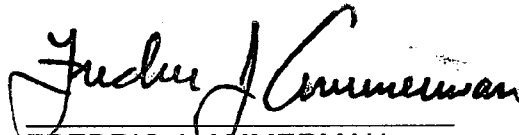
* NO 04-1563-CD
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ORDER

NOW, this 15th day of July, 2010, it is the ORDER of this Court that a status conference with the Court and the above-referenced parties be and is hereby scheduled in **Chambers** for the **19th day of August, 2010 at 11:00 A.m.** at the Clearfield County Courthouse, Clearfield, Pennsylvania.

Thirty minutes has been reserved for this conference.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

013:4981
JUL 19 2010

William A. Shaw
Prothonotary/Clerk of Courts

T. Cherry
Milgob

600

#73

FILED

JUL 19 2010

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

DATE: 7/19/10

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:



Superior Court of Pennsylvania

Western District

Karen Reid Bramblett, Esq.
Prothonotary
Eleanor R. Valecko
Deputy Prothonotary

FILED

m12:00/2010
JUL 14 2010

William A. Shaw
Prothonotary/Clerk of Courts

310 Grant Street, Suite 600
Pittsburgh, PA 15219-2297
(412) 565-7592
www.superior.court.state.pa.us

CERTIFICATE OF REMITTAL/REMAND OF RECORD

TO: Clerk of Dom Relations

RE: Monti, A. v. Monti, J.
718 WDA 2009
Trial Court: Clearfield County Court of Common Pleas
Trial Court Docket No: No. 04-1563-CD

Annexed hereto pursuant to Pennsylvania Rules of Appellate Procedure 2571 and 2572 is the entire record for the above matter.

Original Record contents:

Item	Filed Date	Description
Supp. Record	August 6, 2009	1 Part
Record	July 7, 2009	3 Parts
Transcripts	July 7, 2009	2

Additional Item(s): Along with Superior Court judgment order dated 5-20-2010.

Remand/Remittal Date: 07/06/2010

ORIGINAL RECIPIENT ONLY - Please acknowledge receipt by signing, dating, and returning the enclosed copy of this certificate to our office. Copy recipients (noted below) need not acknowledge receipt.

Very truly yours,

Eleanor R. Valecko

Eleanor R. Valecko
Deputy Prothonotary

/tdt

Enclosure

cc: The Honorable Fredric J. Ammerman, President Judge
Toni M. Cherry, Esq.
Maurene E. Inlow, Register of Wills & Orphans' Court Clerk
Richard H. Milgrub, Esq.

12



Superior Court of Pennsylvania

Karen Reid Bramblett, Esq.
Prothonotary
Eleanor R. Valecko
Deputy Prothonotary

Western District

310 Grant Street, Suite 600
Pittsburgh, PA 15219-2297
(412) 565-7592
www.superior.court.state.pa.us

CERTIFICATE OF REMITTAL/REMAND OF RECORD

TO: Clerk of Dom Relations

RE: Monti, A. v. Monti, J.
718 WDA 2009
Trial Court: Clearfield County Court of Common Pleas
Trial Court Docket No: No. 04-1563-CD

FILED

JUL 08 2010
m/11:15
William A. Shaw
Prothonotary/Clerk of Courts
COPY TO

Annexed hereto pursuant to Pennsylvania Rules of Appellate Procedure 2571 and 2572 is the entire record for the above matter.

Superior
Court

Original Record contents:

Item	Filed Date	Description
Supp. Record	August 6, 2009	1 Part
Record	July 7, 2009	3 Parts
Transcripts	July 7, 2009	2

Additional Item(s): Along with Superior Court judgment order dated 5-20-2010.

Remand/Remittal Date: 07/06/2010

ORIGINAL RECIPIENT ONLY - Please acknowledge receipt by signing, dating, and returning the enclosed copy of this certificate to our office. Copy recipients (noted below) need not acknowledge receipt.

Very truly yours,
Eleanor R. Valecko

Eleanor R. Valecko
Deputy Prothonotary

/tdt

Enclosure

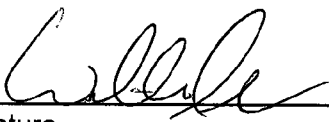
cc: The Honorable Fredric J. Ammerman, President Judge
Toni M. Cherry, Esq.
Maurene E. Inlow, Register of Wills & Orphans' Court Clerk
Richard H. Milgrub, Esq.

#71

Monti, A. v. Monti, J.
718 WDA 2009

Letter to: Clerk of Dom Relations

Acknowledgement of Certificate of Remittal/Remand of Record (to be returned):



Signature

7-8-10

Date

Printed Name

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan, 2014
Clearfield Co., Clearfield, PA

04-1563-CD

ANNE E. MONTI,

Appellee

V.

JOHN M. MONTI,

Appellant

: IN THE SUPERIOR COURT OF
: PENNSYLVANIA

: No. 718 WDA 2009

Appeal from the Order entered March 30, 2009,
Court of Common Pleas, Clearfield County,
Domestic Relations at No. 04-1563-CD

FILED

4 JUL 08 2010

W/11.15(c)
William A. Shaw
Prothonotary/Clerk of Courts

BEFORE: DONOHUE, POPOVICH and CLELAND*, JJ.

JUDGMENT ORDER:

FILED: May 20, 2010

This is an appeal by John Monti ("Husband") from the order of court effectuating equitable distribution of the parties' marital property and granting Anne Monti's ("Wife") requests for alimony and attorney's fees. We vacate and remand.

Husband and Wife married in May of 1997 and separated in August of 2004. Wife filed for divorce in October of 2004 and raised claims seeking alimony *pendente lite*, permanent alimony, equitable distribution, and attorney's costs and fees. By a consent order dated December 22, 2004, Husband was granted sole possession of the marital residence. Both parties filed notices of consent to the divorce.

In a lengthy opinion dated February 13, 2009, the master in divorce granted Wife's requests for alimony and attorney's fees and expenses, and

*Retired Senior Judge assigned to the Superior Court.

#70

divided the parties' marital property 65% to Wife and 35% to Husband. Husband filed exceptions to the master's report, and argument was held thereon. In an order dated March 30, 2009, the trial court adopted the master's findings of fact and conclusions of law in full.

On April 28, 2009, Husband filed a timely notice of appeal. Subsequently, several errors were brought to the trial court's attention, namely that the equitable distribution award contained a substantial mathematical error in Wife's favor and that the increase in value in Wife's pension was not adequately addressed in the first instance. In lieu of an opinion pursuant to Rule 1925(a), the trial court requested that this Court remand the case so that these errors could be addressed. **See** Trial Court Opinion, 5/20/09.

After careful review of the record, we have determined that we are without the ability to make any determinations with respect to the matters complained of by Husband on appeal. We therefore remand the case to the trial court to correct the errors identified in the May 20, 2009 opinion, and make any other modifications it deems appropriate. The trial court's order on remand shall constitute a new final order pursuant to Pa.R.A.P. 341 from which either party may appeal.

Order vacated. Case remanded with instructions. Jurisdiction relinquished.

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

ANNE E. MONTI
Plaintiff

vs

JOHN M. MONTI,
Defendant

* NO. 04-1563-CD
*
*
*
*

ORDER

NOW, this 17th day of June, 2010, due to a scheduling conflict, it is the ORDER of this Court that the hearing on the Defendant's Motion to Suspend Alimony Pendente Lite be and is hereby **rescheduled** from June 25, 2010 at 9:00 a.m. to the **17th day of August, 2010 at 9:00 a.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT



FREDRIC J. AMMERMAN
President Judge

FILED

04:00 PM
JUN 17 2010

William A. Shaw
Prothonotary/Clerk of Courts

100
Asks:
T. Cherry
Milgrub

#169

FILED

JUN 17 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/17/10

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

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

ANNE E. MONTI,

Plaintiff

-vs-

JOHN M. MONTI,

Defendant

*
*
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*
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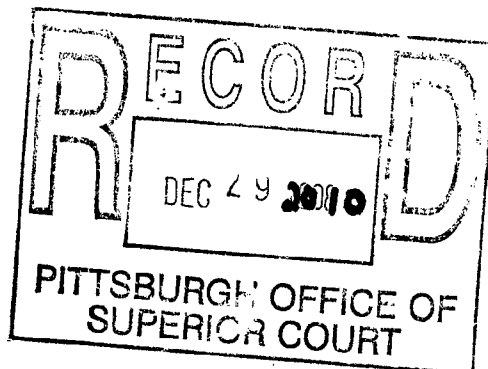
No. 04-1563-CD

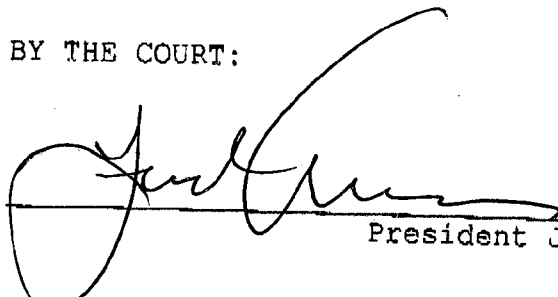
ORDER

AND NOW, this 19th day of May, 2010, upon consideration of the Plaintiff's Motion to Suspend Alimony Pendente Lite, it is hereby ORDERED and DECREED that hearing on said Motion be scheduled for the 25th day of JUNE, 2010 at 9:00 A.m. in Courtroom 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

1766 WDA 240




President Judge

FILED

MAY 20 2010

William A. Shaw
Prothonotary/Clerk of Courts

(60)
icc Def.
(with memo)
icc Atty Milgrub

FILED

MAY 20 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/20/10

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

fax: 375-6029

○

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

FILED

MAY 18 2010

William A. Shaw
Prothonotary/Clerk of Courts

ICC Def

ICC Atty Milgrub GW

ANNE E. MONTI,
Plaintiff

-vs-

No. 04-1563-CD

JOHN M. MONTI,
Defendant

MOTION TO SUSPEND ALIMONY PENDENTE LITE

AND NOW, comes Your Movant, John M. Monti, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Motion to Suspend Alimony Pendente Lite:

1. Your Movant and the Respondent, Anne E. Monti, are former husband and wife in the above-captioned case.
2. Pursuant to an Order of this Court, Your Movant was to pay 610 per month in alimony pendente lite.
3. Your Movant has been unemployed since 3/2009 and was receiving unemployment benefits until 7/2009.
4. At the present time, Your Movant is without any income from any source.
5. Your Movant has been attempting to find employment and has been sending out numerous resumes.
6. The nationwide unemployment rate is 9.7% and is higher in the Clearfield County area.

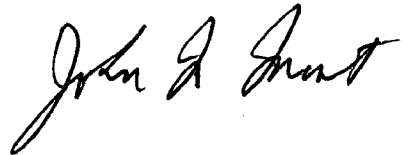
167

7. Your Movant's past job experience was in the construction business which has been in a deep recession for the past two (2) years.

8. As a result of the above, despite all efforts on the part of Your Movant, he has not been able to find any employment.

9. Your Movant was recently before the Court for enforcement due to the fact that he hasn't been making any alimony pendente lite payments for many month.

WHEREFORE, Your Movant respectfully requests that the alimony pendente lite payments be suspended until he is able to find employment.

A handwritten signature in cursive script, appearing to read "John A. Smith".

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

AUG 07 2009

William A. Shaw
Prothonotary/Clerk of Courts

Anne E. Monti

Vs.

Case No. 2004-01563-CD

John M. Monti

CERTIFICATE OF CONTENTS

NOW, this 31st day of July, 2009, the undersigned, Prothonotary or Deputy Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, the said Court of record, does hereby certify that attached is a supplement to the original record of the case currently on Appeal.

An additional copy of this Certificate is enclosed with the original hereof and the Clerk or Prothonotary of the Superior Court is hereby directed to acknowledge receipt of the Appeal Record by executing such copy at the place indicated by forthwith returning the same to this Court.

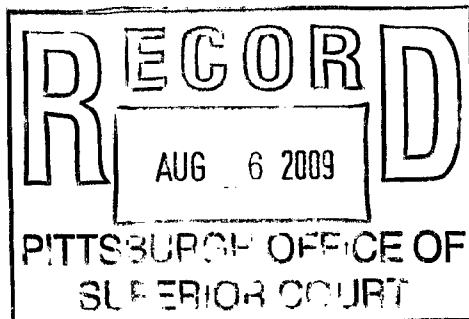
By:

William A. Shaw

William A. Shaw, Prothonotary

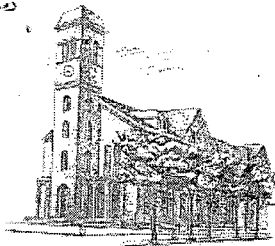
Record, Etc. Received:

Date: _____



J. Matson
(Signature & Title)

#666



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

COPY

July 31, 2009

Superior Court of Pennsylvania
Office of the Prothonotary
600 Grant Building
Pittsburgh, PA 15219

RE: Anne E. Monti

vs

John M. Monti

No. 04-1563-CD

Superior Court No. 718 WDA 2009

Dear Prothonotary:

Enclosed you will find a supplement to the above referenced record
appealed to your office.

Sincerely,

William A. Shaw
Prothonotary

FILED

01102901
JUL 31 2009

William A. Shaw
Prothonotary/Clerk of Courts

#65

CERTIFICATE AND TRANSMITTAL OF RECORD UNDER PENNSYLVANIA
RULE OF APPELLATE PROCEDURE 1931(c)

To the Prothonotary of the Appellate Court to which the within matter has been appealed:

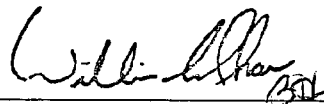
THE UNDERSIGNED, Clerk (or Prothonotary) of the Court of Common Pleas of Clearfield County, the said Court being a court of record, does hereby certify that annexed hereto is a true and correct copy of the whole and entire record, including an opinion of the Court as required by Pa. R.A.P. 1925, the original papers and exhibits, if any, on file, the transcript of the proceeding, if any, and the docket entries in the following matter:

04-1563-CD
Anne E. Monti
Vs.
John M. Monti

In compliance with Pa. R.A.P. 1931 (c).

The documents comprising the record have been numbered from No. 59 to 64, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is
July 31, 2009.



William A. Shaw
Prothonotary/Clerk of Courts

(seal)

Date: 7/31/2009

Time: 10:07 AM

Page 1 of 5

Clearfield County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
10/8/2004	No Judge
Filing: Divorce Complaint Additional Counts Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$30.00 (Check)	
	No Judge
Filing: Divorce No Custody Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$95.00 (Check) 2 Cert. to Atty.	
10/20/2004	No Judge
Affidavit of Service of Divorce Complaint filed by Atty. T. Cherry No cc.	
12/22/2004	Fredric Joseph Ammerman
AND NOW, this 22nd day of Dec. 2004, upon agreement of the parties the following Order is entered: (See Original) S/FJA 2 CC to T. Cherry.	
3/16/2006	Fredric Joseph Ammerman
Certificate of Service, filed. That on this 13th day of June 2006, an original o Plaintiff's Request for Production of Documents were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No cc.	
Certificate of Service, filed. That on this 13th day of June 2006, an original o Plaintiff's First Set of Interrogatories to Defendant were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No CC.	
3/19/2007	Fredric Joseph Ammerman
Motion for Appointment of Master, filed by Atty. Cherry. 3 Cert. to Atty.	
3/20/2007	Fredric Joseph Ammerman
Order, this 20th day of June, 2007, Ordered that: Pre-Trial Conference shall be held on the 13th day of Sept., 2007 at 9:00 a.m. in Chambers. Cynthia B. Stewart, Esquire, is appointed as Master in Divorce. Master's Hearing shall be held in Hearing Room 3 on the 16th day of Nov., 2007 at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraise documents as well as any other documents by no later than Sept. 12, 2007. Each party shall by no later than Oct. 16, 2007 deposit the amount of \$250.00 with Prothonotary. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Milgrub, Cherry, Stewart	
3/15/2007	Fredric Joseph Ammerman
Petition to Withdraw as Counsel, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
3/21/2007	Fredric Joseph Ammerman
Order, this 20th day of August, 2007, Richard H. Milgrub, Esquire, is permitted to withdraw as counsel on behalf of the Defendant. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub; 1CC Def. - 973 Treasure Lake, Caribbean Rd., DuBois, PA 15801	
3/22/2007	Fredric Joseph Ammerman
Praecipe to Withdraw as Counsel, on behalf of John M. Monti, please withdraw my appearance. Filed by s/ Richard H. Milgrub, Esquire. No CC	
3/7/2007	Fredric Joseph Ammerman
Defendant's Pretrial Statement, filed by s/ John M. Monti, Defendant. No CC Inventory and Appraisement, filed by s/ John M. Monti, Defendant. No CC Income and Expense Statement, filed by s/John M. Monti, Defendant. No C	
3/12/2007	Fredric Joseph Ammerman
Plaintiff's Pre-Trial Statement, filed by s/ Toni M. Cherry, Esquire. 4CC Atty Income and Expense Sheet, filed by s/ Toni M. Cherry, Esquire. 4CC Atty. Inventory, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	

Date: 7/31/2009

Time: 10:07 AM

Page 2 of 5

Clerk of Court
Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
3/17/2007	Fredric Joseph Ammerman
Order, this 14th day of Sept., 2007, following pre-trial conference, 1. Master's Hearing will be held before Daniel A. Payne, Esquire, a full day on the 15th day of Nov. 2007 commencing at 9:00 a.m. in Hearing Room No. 3, and one-half day on the 16th day of Nov., 2007 commencing at 9:00 a.m. in Hearing Room No. 3. 2. Each party shall by no later than Oct. 16, 2007 deposit \$375.00 with the Prothonotary. 3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801; 1CC D. Payne (without memo)	
10/11/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Anne E. Mathisen Receipt number: 1921021 Dated: 10/11/2007 Amount: \$375.00 (Check)	
10/19/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921114 Dated: 10/19/2007 Amount: \$275.00 (Check)	
11/16/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921479 Dated: 11/16/2007 Amount: \$100.00 (Check)	
	Fredric Joseph Ammerman
Filing: Retake Prior Name Paid by: Monti, Anne E. (plaintiff) Receipt number: 1921487 Dated: 11/16/2007 Amount: \$10.00 (Cash)	
Anne E. Monti, To Be Known As Anne E. Mathisen. 6 Certificates to Plff.	
	Fredric Joseph Ammerman
Affidavit of Consent, signed by Anne E. Monti, Plaintiff. No CC	
	Fredric Joseph Ammerman
Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by Anne E. Monti, Plaintiff. No CC	
11/21/2007	Fredric Joseph Ammerman
Order, this 20th day of Nov., 2007, following Master's hearing, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Cherry; Def.; D. Payne; Court reporter	
11/26/2007	Fredric Joseph Ammerman
Affidavit of Consent, signed by John M. Monti, Defendant. No CC	
	Fredric Joseph Ammerman
Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by John M. Monti, Defendant. No CC	
1/16/2008	Fredric Joseph Ammerman
Order, this 15th day of Jan, 2008, Defendant's pro se request for a thirty day extension in which to file post hearing brief following Master's hearing is granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	
1/19/2008	Fredric Joseph Ammerman
Entry of Appearance, on behalf of Defendant, enter appearance of Earle D. Lees, Esquire. Filed by s/ Earle D. Lees, Jr., Esquire. 1CC Atty. Lees	
1/13/2008	Fredric Joseph Ammerman
Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, on November 15, 2007 and November 16, 2007, filed.	
1/8/2009	Fredric Joseph Ammerman
Petition For Special Relief, filed by s Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
1/12/2009	Fredric Joseph Ammerman
Rule, this 9th day of Jan., 2009, upon consideration of the Defendant's Petition for Special Relief, it is Ordered that a Rule be issued upon the Plaintiff. Rule returnable by hearing the 6th day of Feb., 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	

Date: 7/31/2009

Time: 10:07 AM

Page 3 of 5

Clerk of Old County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/13/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing was served upon Toni M. Cherry Esquire by regular first class mail this 12th day of January 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
2/5/2009	Fredric Joseph Ammerman
Answer to Petition For Special Relief, filed by s/ Toni M. Cherry	
2/10/2009	Fredric Joseph Ammerman
Order, this 6th day of Feb., 2009, hearing on Defendant's Petition for Special Relief is Continued to Feb. 23, 2009 at 10:00 a.m. Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	
Order, this 6th day of Feb., 2009, it is Ordered that the Prothonotary note the withdrawal of Earle D. Lees, Jr., Esquire as attorney for the Defendant. The Prothonotary shall enter the appearance of Reichard H. Milgrub, Esquire as attorney for the Defendant. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub; 1CC Atty. Lees (without memo)	
2/13/2009	Fredric Joseph Ammerman
Report and Recommendation of Master, filed by s/ Daniel A. Payne, Esquire 4CC Atty. Payne	
2/23/2009	Fredric Joseph Ammerman
Exhibits From Master's Hearing, filed by s/ Daniel A. Payne, Esquire. No CC	
3/2/2009	Fredric Joseph Ammerman
Order, this 20th day of Feb., 2009, the hearing on the Petition for Special Relief which has been rescheduled for Feb. 23, 2009 is continued. Argument on the exceptions to the Master's Report is scheduled for the 12th of March, 2009, at 2:15 p.m. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
Order, this 2nd day of March, 2009, it is Ordered that Hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief is scheduled for April 16, 2009 at 1:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub	
3/5/2009	Fredric Joseph Ammerman
Exceptions to Master's Report, filed by s/ Richard H. Milgrub Esq. 2CC Atty.	
3/31/2009	Fredric Joseph Ammerman
Divorce Decree/Dated: March 30, 2009. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Milgrub and T. Cherry	
March 31, 2009, Vital Statistics information reported to New Castle, PA.	
Order NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED. It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows: (see original for details) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: T. Cherry and Milgrub and 1CC D. Payne (without memo)	
4/14/2009	Fredric Joseph Ammerman
Praecipe to Withdraw Petition for Special Relief, filed by s/ Richard H. Milgrub, Esquire. 1CC atty. Milgrub	
Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
Amended Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub Esq 1CC Atty Milgrub.	

Date: 7/31/2009

Time: 10:07 AM

Page 4 of 5

Clerk of Court
Clearfield County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
4/20/2009	Fredric Joseph Ammerman
Order, AND NOW, this 16 day of April 2009, upon consideration of the Defendant's Amended Motion for Alimony Adjustment, it is hereby ORDERED AND DECREED that hearing on said Motion for the 3rd day of June 2009 at 2:30 pm in Courtroom No. 1. 1 1/2 hour(s) has/have been allotted for said hearing. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub.	
4/21/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Motion for Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing was served upon Toni M. Cherry Esq., this 20th day of April 2009 by first class mail, filed by s/ Richard H. Milgrub Esq. No CC.	
4/28/2009	Fredric Joseph Ammerman
Filing: Notice of Appeal to High Court Paid by: Milgrub, Richard H. (attorney for Monti, John M.) Receipt number: 1929201 Dated: 4/28/2009 Amount: \$50.00 (Check) For: Monti, John M. (defendant)filed by s/Richard H. Milgrub Esq. One CC with check to Superior Court Five CC Attorney Milgrub	
Application for Supersedeas by Defendant, John M. Monti, Pending Appeal, Fredric Joseph Ammerman filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
Proof of Service, filed. That the Notice of Appeal was served by first class mail to Toni M. Cherry Esq., and by service in person to Honorable Fredric J. Ammerman, Daniel Nelson and Tom Snyder, filed by s/ Richard H. Milgrub Esq. No CC.	
Request for Transcript, filed by s/Richard H. Milgrub, Esq. One CC Superior Court Four CC Attorney Milgrub	
Order, NOW, this 28th day of April, 2009, Appellant to file a concise statement within 21 days. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys T. Cherry and R. Milgrub	
4/29/2009	Fredric Joseph Ammerman
Order, this 29th day of April, 2009, a hearing on Defendant's Application for Supersedeas, Pending Appeal, is scheduled for the 8th day of May, 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	
4/30/2009	Fredric Joseph Ammerman
Certificate of Service, filed. Hereby certify that Defendant's Application for Supersedeas by Defendant, John M. Monti, pending appeal, and order scheduling hearing was served upon Toni M. Cherry Esq. on this 30th day of April 2009 and also via facsimile transmission on April 30, 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
5/8/2009	Fredric Joseph Ammerman
Appeal Docket Sheet from Superior Court of Pennsylvania, case number 71 WDA 2009, filed.	
5/12/2009	Fredric Joseph Ammerman
Order, this 8th day of May, 2009, following argument on Defendant's Application for Supersedeas, it is Ordered that counsel supply the Court with a letter brief by no later than May 12, 2009, along with a proposed Order being submitted by Attorney Milgrub. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
5/13/2009	Fredric Joseph Ammerman
Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esquire. 1CC Atty.	

Date: 7/31/2009

Time: 10:07 AM

Page 5 of 5

Clerk of Court
Clearfield County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
5/18/2009	Fredric Joseph Ammerman
Order AND NOW, this 15th day of May 2009, upon consideration of the Defendant's request for a supercedeas pending appeal, it is the ORDER of this Court that said requested is granted. Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway Piano, and a judgment note from defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate. IT IS THE FURTHER ORDER OF THIS COURT that the defendant shall keep the mortgage payments on both the former marital residence and the commercial real estate current. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Milgrub.	
5/20/2009	Fredric Joseph Ammerman
Opinion, May 20, 2009, this Court requests that this matter be remanded by the Superior Court for correction of amount to be paid by Def. to Plff. for equitable distribution. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub; 1CC Superior Court (without memo)	
5/8/2009	Fredric Joseph Ammerman
Transcript of Proceedings, filed. Argument on Defendant's Exceptions to Master's Report, held before Fredric J. Ammerman, Pres. Judge, on March 12, 2009.	
5/29/2009	Fredric Joseph Ammerman
June 29, 2009, Mailed Appeal to Superior Court. June 29, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c). June 29, 2009, Letter to Superior Court, Re: Appeal Mailed to Superior Court	
7/7/2009	Fredric Joseph Ammerman
Motion for Leave to Amend 1925 (B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	
7/9/2009	Fredric Joseph Ammerman
Certificate of Contents, original record of the case was received by Superior Court on 7-7-09. NoCC	
7/13/2009	Fredric Joseph Ammerman
Order, AND NOW, this 13th day of July, 2009, Order of this Court that the Defendant be permitted to amend the 1925(B) Statement of Errors Complained of on Appeal. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Milgrub	
7/23/2009	Fredric Joseph Ammerman
Amended 1925(B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
7/31/2009	Fredric Joseph Ammerman
July 31, 2009, Mailed Supplement to Appeal to Superior Court. July 31, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUL 31 2009

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
59	06/29/09	Letter to Superior Court, Re: Appeal Mailed	09
60	07/07/09	Motion for Leave to Amend 1925(B) Statement of Errors Complained of on Appeal	04
61	07/09/09	Certificate of Contents, Record received by Superior Court	01
62	07/13/09	Order, Re: Defendant be permitted to amend the 1925(B) Statement of Errors	01
63	07/23/09	Amended 1925(B) Statement of Errors Complained of on Appeal	02
64	07/31/09	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	09

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	10/08/04	Divorce Complaint	08
02	10/20/04	Affidavit of Service	02
03	12/22/04	Order, Re: marital property	02
04	06/16/06	Certificate of Service	01
05	06/16/06	Certificate of Service	01
06	06/19/07	Motion for Appointment of Master	03
07	06/20/07	Order, Re: Master in Divorce appointed	02
08	08/15/07	Petition to Withdraw as Counsel	04
09	08/21/07	Order, Re: withdrawal of counsel	01
10	08/22/07	Praecipe to Withdraw as Counsel	02
11	09/07/07	Defendant's Pretrial Statement	12
12	09/07/07	Inventory and Appraisalment	15
13	09/07/07	Income and Expense Statement	04
14	09/12/07	Plaintiff's Pre-Trial Statement	06
15	09/12/07	Income and Expense Sheet	05
16	09/12/07	Inventory	41
17	09/17/07	Order, Re: Master's Hearing scheduled	01
18	11/16/07	Retake Prior Name	02
19	11/16/07	Affidavit of Consent	01
20	11/16/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
21	11/21/07	Order, Re: transcripts and briefs to be submitted following Master's Hearing	02
22	11/26/07	Affidavit of Consent	01
23	11/26/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
24	01/16/08	Order, Re: post hearing brief extension	02
25	03/19/08	Entry of Appearance	02
26	08/13/08	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, November 15, 2007, and November 16, 2007	Separate Cover
27	01/08/09	Petition for Special Relief	09
28	01/12/09	Rule, Re: rule returnable hearing scheduled	01
29	01/13/09	Certificate of Service	02
30	02/05/09	Answer to Petition for Special Relief	08
31	02/10/09	Order, Re: hearing on Defendant's Petition for Special Relief continued	01
32	02/10/09	Order, Re: withdrawal and entry of appearance	01
33	02/13/09	Report and Recommendation of Master	33
34	02/23/09	Exhibits from Master's Hearing	Separate Cover
35	03/02/09	Order, Re: hearing on Petition for Special Relief continued	02
36	03/02/09	Order, Re: hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief scheduled	01
37	03/05/09	Exceptions to Master's Report	07
38	03/31/09	Divorce Decree	02
39	03/31/09	Order, Re: Exceptions dismissed. Report and Recommendation of the Master is approved	03
40	04/14/09	Praecipe to Withdraw Petition for Special Relief	02
41	04/14/09	Motion for Alimony Adjustment	04
42	04/14/09	Amended Motion for Alimony Adjustment	04

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
43	04/20/09	Order, Re: Defendant's Amended Motion for Alimony Adjustment	01
44	04/21/09	Certificate of Service	02
45	04/28/09	Notice of Appeal to High Court	16
46	04/28/09	Application for Supersedeas by Defendant	08
47	04/28/09	Proof of Service	02
48	04/28/09	Request for Transcript	02
49	04/28/09	Order, Re: Appellant to file a concise statement	01
50	04/29/09	Order, Re: hearing on Application for Supersedeas scheduled	01
51	04/30/09	Certificate of Service	02
52	05/08/09	Appeal Docket Sheet from Superior Court, Docket Number 718 WDA 2009	03
53	05/12/09	Order, Re: briefs to be submitted related to Application for Supersedeas	01
54	05/13/09	Statement of Errors Complained of on Appeal	03
55	05/18/09	Order, Re: supersedeas granted	01
56	05/20/09	Opinion	01
57	06/08/09	Transcript of Proceedings, Argument on Defendant's Exceptions to Master's Report, held before President Judge Fredric J. Ammerman on March 12, 2009	Separate Cover
58	06/29/09	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c)	08
		Mailed Appeal to Superior Court June 29, 2009	

CERTIFICATE AND TRANSMITTAL OF RECORD UNDER PENNSYLVANIA
RULE OF APPELLATE PROCEDURE 1931(c)

To the Prothonotary of the Appellate Court to which the within matter has been appealed:

THE UNDERSIGNED, Clerk (or Prothonotary) of the Court of Common Pleas of Clearfield County, the said Court being a court of record, does hereby certify that annexed hereto is a true and correct copy of the whole and entire record, including an opinion of the Court as required by Pa. R.A.P. 1925, the original papers and exhibits, if any, on file, the transcript of the proceeding, if any, and the docket entries in the following matter:

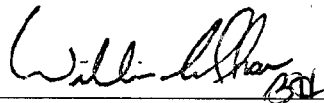
04-1563-CD
Anne E. Monti
Vs.
John M. Monti

In compliance with Pa. R.A.P. 1931 (c).

The documents comprising the record have been numbered from No. 59 to 64, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

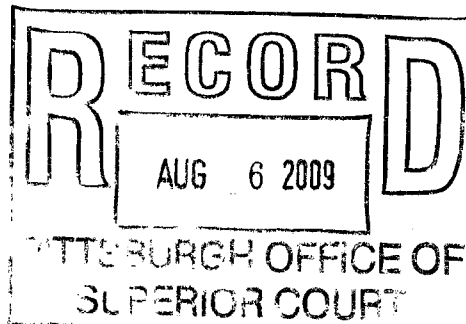
The date on which the record had been transmitted to the Appellate Court is

July 31, 2009



William A. Shaw
Prothonotary/Clerk of Courts

(seal)



Supp Record - 1

Date: 7/31/2009

Time: 10:07 AM

Page 1 of 5

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
10/8/2004	Filing: Divorce Complaint Additional Counts Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$30.00 (Check)	No Judge
	Filing: Divorce No Custody Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$95.00 (Check) 2 Cert. to Atty.	No Judge
10/20/2004	Affidavit of Service of Divorce Complaint filed by Atty. T. Cherry No cc.	No Judge
12/22/2004	AND NOW, this 22nd day of Dec. 2004, upon agreement of the parties the following Order is entered: (See Original) S/FJA 2 CC to T. Cherry.	Fredric Joseph Ammerman
6/16/2006	Certificate of Service, filed. That on this 13th day of June 2006, an original o Plaintiff's Request for Production of Documents were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No cc.	Fredric Joseph Ammerman
	Certificate of Service, filed. That on this 13th day of June 2006, an original o Plaintiff's First Set of Interrogatories to Defendant were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No CC.	Fredric Joseph Ammerman
6/19/2007	Motion for Appointment of Master, filed by Atty. Cherry. 3 Cert. to Atty.	Fredric Joseph Ammerman
6/20/2007	Order, this 20th day of June, 2007, Ordered that: Pre-Trial Conference shall be held on the 13th day of Sept., 2007 at 9:00 a.m. in Chambers. Cynthia B. Stewart, Esquire, is appointed as Master in Divorce. Master's Hearing shall be held in Hearing Room 3 on the 16th day of Nov., 2007 at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraise documents as well as any other documents by no later than Sept. 12, 2007. Each party shall by no later than Oct. 16, 2007 deposit the amount of \$250.00 with Prothonotary. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Milgrub, Cherry, Stewart	Fredric Joseph Ammerman
8/15/2007	Petition to Withdraw as Counsel, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
8/21/2007	Order, this 20th day of August, 2007, Richard H. Milgrub, Esquire, is permitted to withdraw as counsel on behalf of the Defendant. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub; 1CC Def. - 973 Treasure Lake, Caribbean Rd., DuBois, PA 15801	Fredric Joseph Ammerman
8/22/2007	Praeipce to Withdraw as Counsel, on behalf of John M. Monti, please withdraw my appearance. Filed by s/ Richard H. Milgrub, Esquire. No CC	Fredric Joseph Ammerman
9/7/2007	Defendant's Pretrial Statement, filed by s/ John M. Monti, Defendant. No CC Inventory and Appraisement, filed by s/ John M. Monti, Defendant. No CC Income and Expense Statement, filed by s/John M. Monti, Defendant. No C	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman
9/12/2007	Plaintiff's Pre-Trial Statement, filed by s/ Toni M. Cherry, Esquire. 4CC Atty Income and Expense Sheet, filed by s/ Toni M. Cherry, Esquire. 4CC Atty. Inventory, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman

Date: 7/31/2009

Time: 10:07 AM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
9/17/2007	Order, this 14th day of Sept., 2007, following pre-trial conference, 1. Master's Hearing will be held before Daniel A. Payne, Esquire, a full day on the 15th day of Nov. 2007 commencing at 9:00 a.m. in Hearing Room No. 3, and one-half day on the 16th day of Nov., 2007 commencing at 9:00 a.m. in Hearing Room No. 3. 2. Each party shall by no later than Oct. 16, 2007 deposit \$375.00 with the Prothonotary. 3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801; 1CC D. Payne (without memo)	Fredric Joseph Ammerman
10/11/2007	Filing: Divorce Master Fee Paid by: Anne E. Mathisen Receipt number: 1921021 Dated: 10/11/2007 Amount: \$375.00 (Check)	Fredric Joseph Ammerman
10/19/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921114 Dated: 10/19/2007 Amount: \$275.00 (Check)	Fredric Joseph Ammerman
11/16/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921479 Dated: 11/16/2007 Amount: \$100.00 (Check)	Fredric Joseph Ammerman
	Filing: Retake Prior Name Paid by: Monti, Anne E. (plaintiff) Receipt number: 1921487 Dated: 11/16/2007 Amount: \$10.00 (Cash) Anne E. Monti, To Be Known As Anne E. Mathisen. 6 Certificates to Plff.	Fredric Joseph Ammerman
	Affidavit of Consent, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
11/21/2007	Order, this 20th day of Nov., 2007, following Master's hearing, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Cherry; Def.; D. Payne; Court reporter	Fredric Joseph Ammerman
11/26/2007	Affidavit of Consent, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
1/16/2008	Order, this 15th day of Jan, 2008, Defendant's pro se request for a thirty day extension in which to file post hearing brief following Master's hearing is granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	Fredric Joseph Ammerman
3/19/2008	Entry of Appearance, on behalf of Defendant, enter appearance of Earle D. Lees, Esquire. Filed by s/ Earle D. Lees, Jr., Esquire. 1CC Atty. Lees	Fredric Joseph Ammerman
8/13/2008	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, on November 15, 2007 and November 16, 2007, filed.	Fredric Joseph Ammerman
1/8/2009	Petition For Special Relief, filed by s Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
1/12/2009	Rule, this 9th day of Jan., 2009, upon consideration of the Defendant's Petition for Special Relief, it is Ordered that a Rule be issued upon the Plaintiff. Rule returnable by hearing the 6th day of Feb., 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman

Date: 7/31/2009

Time: 10:07 AM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/13/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing was served upon Toni M. Cherry Esquire by regular first class mail this 12th day of January 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
2/5/2009	Fredric Joseph Ammerman
Answer to Petition For Special Relief, filed by s/ Toni M. Cherry	
2/10/2009	Fredric Joseph Ammerman
Order, this 6th day of Feb., 2009, hearing on Defendant's Petition for Special Relief is Continued to Feb. 23, 2009 at 10:00 a.m. Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	
Order, this 6th day of Feb., 2009, it is Ordered that the Prothonotary note the withdrawal of Earle D. Lees, Jr., Esquire as attorney for the Defendant. The Prothonotary shall enter the appearance of Reichard H. Milgrub, Esquire as attorney for the Defendant. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub; 1CC Atty. Lees (without memo)	
2/13/2009	Fredric Joseph Ammerman
Report and Recommendation of Master, filed by s/ Daniel A. Payne, Esquire 4CC Atty. Payne	
2/23/2009	Fredric Joseph Ammerman
Exhibits From Master's Hearing, filed by s/ Daniel A. Payne, Esquire. No CC	
3/2/2009	Fredric Joseph Ammerman
Order, this 20th day of Feb., 2009, the hearing on the Petition for Special Relief which has been rescheduled for Feb. 23, 2009 is continued. Argument on the exceptions to the Master's Report is scheduled for the 12th of March, 2009, at 2:15 p.m. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
Order, this 2nd day of March, 2009, it is Ordered that Hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief is scheduled for April 16, 2009 at 1:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub	
3/5/2009	Fredric Joseph Ammerman
Exceptions to Master's Report, filed by s/ Richard H. Milgrub Esq. 2CC Atty.	
3/31/2009	Fredric Joseph Ammerman
Divorce Decree/Dated: March 30, 2009. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Milgrub and T. Cherry March 31, 2009, Vital Statistics information reported to New Castle, PA.	
Order NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED. It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows: (see original for details) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: T. Cherry and Milgrub and 1CC D. Payne (without memo)	
4/14/2009	Fredric Joseph Ammerman
Praeipce to Withdraw Petition for Special Relief, filed by s/ Richard H. Milgrub, Esquire. 1CC atty. Milgrub	
Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub, Esquire. 1CC Fredric Joseph Ammerman Atty. Milgrub	
Amended Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub Esq 1CC Atty Milgrub.	

Date: 7/31/2009

Time: 10:07 AM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
4/20/2009	Order, AND NOW, this 16 day of April 2009, upon consideration of the Defendant's Amended Motion for Alimony Adjustment, it is hereby ORDERED AND DECREED that hearing on said Motion for the 3rd day of June 2009 at 2:30 pm in Courtroom No. 1. 1 1/2 hour(s) has/have been allotted for said hearing. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub.	Fredric Joseph Ammerman
4/21/2009	Certificate of Service, filed. That a certified copy of the Defendant's Motion f Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing was served upon Toni M. Cherry Esq., this 20th day of April 2009 by first class mail, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
4/28/2009	Filing: Notice of Appeal to High Court Paid by: Milgrub, Richard H. (attorne for Monti, John M.) Receipt number: 1929201 Dated: 4/28/2009 Amount: \$50.00 (Check) For: Monti, John M. (defendant)filed by s/Richard H. Milgrul Esq. One CC with check to Superior Court Five CC Attorney Milgrub Application for Supercedeas by Defendant, John M. Monti, Pending Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub Proof of Service, filed. That the Notice of Appeal was served by first class mail to Toni M. Cherry Esq., and by service in person to Honorable Fredric J. Ammerman, Daniel Nelson and Tom Snyder, filed by s/ Richard H. Milgrub Esq. No CC. Request for Transcript, filed by s/Richard H. Milgrub, Esq. One CC Superio Court Four CC Attorney Milgrub	Fredric Joseph Ammerman
	Order, NOW, this 28th day of April, 2009, Appellant to file a concise statement within 21 days. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys T. Cherry and R. Milgrub	Fredric Joseph Ammerman
4/29/2009	Order, this 29th day of April, 2009, a hearing on Defendant's Application for Supercedeas, Pending Appeal, is scheduled for the 8th day of May, 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman
4/30/2009	Certificate of Service, filed. Hereby certify that Defendant's Application for Supercedeas by Defendant, John M. Monti, pending appeal, and order scheduling hearing was served upon Toni M. Cherry Esq. on this 30th day o April 2009 and also via facsimile transmission on April 30, 2009, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
5/8/2009	Appeal Docket Sheet from Superior Court of Pennsylvania, case number 71 WDA 2009, filed.	Fredric Joseph Ammerman
5/12/2009	Order, this 8th day of May, 2009, following argument on Defendant's Application for Supersedeas, it is Ordered that counsel supply the Court with a letter brief by no later than May 12, 2009, along with a proposed Order being submitted by Attorney Milgrub. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
5/13/2009	Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esquire. 1CC Atty.	Fredric Joseph Ammerman

Date: 7/31/2009

Time: 10:07 AM

Page 5 of 5

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
5/18/2009	Fredric Joseph Ammerman
Order AND NOW, this 15th day of May 2009, upon consideration of the Defendant's request for a supercedeas pending appeal, it is the ORDER of this Court that said requested is granted. Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway Piano, and a judgment note from defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate. IT IS THE FURTHER ORDER OF THIS COURT that the defendant shall keep the mortgage payments on both the former marital residence and the commercial real estate current. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Milgrub.	
5/20/2009	Fredric Joseph Ammerman
Opinion, May 20, 2009, this Court requests that this matter be remanded by the Superior Court for correction of amount to be paid by Def. to Plff. for equitable distribution. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub; 1CC Superior Court (without memo)	
6/8/2009	Fredric Joseph Ammerman
Transcript of Proceedings, filed. Argument on Defendant's Exceptions to Master's Report, held before Fredric J. Ammerman, Pres. Judge, on March 12, 2009.	
6/29/2009	Fredric Joseph Ammerman
June 29, 2009, Mailed Appeal to Superior Court. June 29, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c). June 29, 2009, Letter to Superior Court, Re: Appeal Mailed to Superior Court	
7/7/2009	Fredric Joseph Ammerman
Motion for Leave to Amend 1925 (B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	
7/9/2009	Fredric Joseph Ammerman
Certificate of Contents, original record of the case was received by Superior Court on 7-7-09. NoCC	
7/13/2009	Fredric Joseph Ammerman
Order, AND NOW, this 13th day of July, 2009, Order of this Court that the Defendant be permitted to amend the 1925(B) Statement of Errors Complained of on Appeal. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Milgrub	
7/23/2009	Fredric Joseph Ammerman
Amended 1925(B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
7/31/2009	Fredric Joseph Ammerman
July 31, 2009, Mailed Supplement to Appeal to Superior Court. July 31, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUL 31 2009

Attest.

William H. Ammerman
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
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60	07/07/09	Motion for Leave to Amend 1925(B) Statement of Errors Complained of on Appeal	04
61	07/09/09	Certificate of Contents, Record received by Superior Court	01
62	07/13/09	Order, Re: Defendant be permitted to amend the 1925(B) Statement of Errors	01
63	07/23/09	Amended 1925(B) Statement of Errors Complained of on Appeal	02
64	07/31/09	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	09

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

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05	06/16/06	Certificate of Service	01
06	06/19/07	Motion for Appointment of Master	03
07	06/20/07	Order, Re: Master in Divorce appointed	02
08	08/15/07	Petition to Withdraw as Counsel	04
09	08/21/07	Order, Re: withdrawal of counsel	01
10	08/22/07	Praeipce to Withdraw as Counsel	02
11	09/07/07	Defendant's Pretrial Statement	12
12	09/07/07	Inventory and Appraisalment	15
13	09/07/07	Income and Expense Statement	04
14	09/12/07	Plaintiff's Pre-Trial Statement	06
15	09/12/07	Income and Expense Sheet	05
16	09/12/07	Inventory	41
17	09/17/07	Order, Re: Master's Hearing scheduled	01
18	11/16/07	Retake Prior Name	02
19	11/16/07	Affidavit of Consent	01
20	11/16/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
21	11/21/07	Order, Re: transcripts and briefs to be submitted following Master's Hearing	02
22	11/26/07	Affidavit of Consent	01
23	11/26/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
24	01/16/08	Order, Re: post hearing brief extension	02
25	03/19/08	Entry of Appearance	02
26	08/13/08	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, November 15, 2007, and November 16, 2007	Separate Cover
27	01/08/09	Petition for Special Relief	09
28	01/12/09	Rule, Re: rule returnable hearing scheduled	01
29	01/13/09	Certificate of Service	02
30	02/05/09	Answer to Petition for Special Relief	08
31	02/10/09	Order, Re: hearing on Defendant's Petition for Special Relief continued	01
32	02/10/09	Order, Re: withdrawal and entry of appearance	01
33	02/13/09	Report and Recommendation of Master	33
34	02/23/09	Exhibits from Master's Hearing	Separate Cover
35	03/02/09	Order, Re: hearing on Petition for Special Relief continued	02
36	03/02/09	Order, Re: hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief scheduled	01
37	03/05/09	Exceptions to Master's Report	07
38	03/31/09	Divorce Decree	02
39	03/31/09	Order, Re: Exceptions dismissed. Report and Recommendation of the Master is approved	03
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

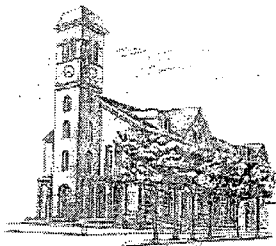
No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

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43	04/20/09	Order, Re: Defendant's Amended Motion for Alimony Adjustment	01
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50	04/29/09	Order, Re: hearing on Application for Supersedeas scheduled	01
51	04/30/09	Certificate of Service	02
52	05/08/09	Appeal Docket Sheet from Superior Court, Docket Number 718 WDA 2009	03
53	05/12/09	Order, Re: briefs to be submitted related to Application for Supersedeas	01
54	05/13/09	Statement of Errors Complained of on Appeal	03
55	05/18/09	Order, Re: supersedeas granted	01
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		Mailed Appeal to Superior Court June 29, 2009	



Clearfield County Office of the Prothonotary and Clerk of Courts

COPY

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

Fredric J. Ammerman, President Judge
Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

Toni M. Cherry, Esq.
PO Box 505
1 North Franklin Street
DuBois, PA 15801

Richard H. Milgrub, Esq.
211 North Second Street
Clearfield, PA 16830

Anne E. Monti
Vs.
John M. Monti

Court No. 04-1563-CD; Superior Court No. 718 WDA 2009

Dear Counsel:

Please be advised that a supplement to the above referenced record was forwarded to the Superior Court of Pennsylvania on July 31, 2009.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

FILED
9/10/14/09
JUL 31 2009

William A. Shaw
Prothonotary/Clerk of Courts

#64

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

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No. 04-1563-CD

Anne E. Monti

Vs.

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		Mailed Appeal to Superior Court June 29, 2009	

Date: 7/31/2009

Time: 09:57 AM

Page 1 of 5

Clerk of Court
Old County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
10/8/2004	Filing: Divorce Complaint Additional Counts Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$30.00 (Check)	No Judge
	Filing: Divorce No Custody Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$95.00 (Check) 2 Cert. to Atty.	No Judge
01/20/2004	Affidavit of Service of Divorce Complaint filed by Atty. T. Cherry No cc.	No Judge
02/22/2004	AND NOW, this 22nd day of Dec. 2004, upon agreement of the parties the following Order is entered: (See Original) S/FJA 2 CC to T. Cherry.	Fredric Joseph Ammerman
06/16/2006	Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's Request for Production of Documents were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No cc.	Fredric Joseph Ammerman
	Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's First Set of Interrogatories to Defendant were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No CC.	Fredric Joseph Ammerman
07/19/2007	Motion for Appointment of Master, filed by Atty. Cherry. 3 Cert. to Atty.	Fredric Joseph Ammerman
07/20/2007	Order, this 20th day of June, 2007, Ordered that: Pre-Trial Conference shall be held on the 13th day of Sept., 2007 at 9:00 a.m. in Chambers. Cynthia B. Stewart, Esquire, is appointed as Master in Divorce. Master's Hearing shall be held in Hearing Room 3 on the 16th day of Nov., 2007 at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraise documents as well as any other documents by no later than Sept. 12, 2007. Each party shall by no later than Oct. 16, 2007 deposit the amount of \$250.00 with Prothonotary. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Milgrub, Cherry, Stewart	Fredric Joseph Ammerman
07/15/2007	Petition to Withdraw as Counsel, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
07/21/2007	Order, this 20th day of August, 2007, Richard H. Milgrub, Esquire, is permitted to withdraw as counsel on behalf of the Defendant. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub; 1CC Def. - 973 Treasure Lake, Caribbean Rd., DuBois, PA 15801	Fredric Joseph Ammerman
07/22/2007	Praecipe to Withdraw as Counsel, on behalf of John M. Monti, please withdraw my appearance. Filed by s/ Richard H. Milgrub, Esquire. No CC	Fredric Joseph Ammerman
07/27/2007	Defendant's Pretrial Statement, filed by s/ John M. Monti, Defendant. No CC Inventory and Appraisement, filed by s/ John M. Monti, Defendant No CC Income and Expense Statement, filed by s/John M. Monti, Defendant. No C	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman
07/12/2007	Plaintiff's Pre-Trial Statement, filed by s/ Toni M. Cherry, Esquire. 4CC Atty Income and Expense Sheet, filed by s/ Toni M. Cherry, Esquire. 4CC Atty. Inventory, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman

Date: 7/31/2009

Time: 09:57 AM

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Clerk of Court
Clearfield County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
9/17/2007	Order, this 14th day of Sept., 2007, following pre-trial conference, 1. Master's Hearing will be held before Daniel A. Payne, Esquire, a full day on the 15th day of Nov. 2007 commencing at 9:00 a.m. in Hearing Room No. 3, and one-half day on the 16th day of Nov., 2007 commencing at 9:00 a.m. in Hearing Room No. 3. 2. Each party shall by no later than Oct. 16, 2007 deposit \$375.00 with the Prothonotary. 3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801; 1CC D. Payne (without memo)	Fredric Joseph Ammerman
10/11/2007	Filing: Divorce Master Fee Paid by: Anne E. Mathisen Receipt number: 1921021 Dated: 10/11/2007 Amount: \$375.00 (Check)	Fredric Joseph Ammerman
10/19/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921114 Dated: 10/19/2007 Amount: \$275.00 (Check)	Fredric Joseph Ammerman
11/16/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921479 Dated: 11/16/2007 Amount: \$100.00 (Check) Filing: Retake Prior Name Paid by: Monti, Anne E. (plaintiff) Receipt number: 1921487 Dated: 11/16/2007 Amount: \$10.00 (Cash) Anne E. Monti, To Be Known As Anne E. Mathisen. 6 Certificates to Plff. Affidavit of Consent, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
11/21/2007	Order, this 20th day of Nov., 2007, following Master's hearing, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Cherry; Def.; D. Payne; Court reporter	Fredric Joseph Ammerman
11/26/2007	Affidavit of Consent, signed by John M. Monti, Defendant. No CC Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman Fredric Joseph Ammerman
1/16/2008	Order, this 15th day of Jan, 2008, Defendant's pro se request for a thirty day extension in which to file post hearing brief following Master's hearing is granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	Fredric Joseph Ammerman
3/19/2008	Entry of Appearance, on behalf of Defendant, enter appearance of Earle D. Lees, Esquire. Filed by s/ Earle D. Lees, Jr., Esquire. 1CC Atty. Lees	Fredric Joseph Ammerman
3/13/2008	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, on November 15, 2007 and November 16, 2007, filed.	Fredric Joseph Ammerman
1/8/2009	Petition For Special Relief, filed by s Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
1/12/2009	Rule, this 9th day of Jan., 2009, upon consideration of the Defendant's Petition for Special Relief, it is Ordered that a Rule be issued upon the Plaintiff. Rule returnable by hearing the 6th day of Feb., 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman

Date: 7/31/2009

Time: 09:57 AM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/13/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing was served upon Toni M. Cherry Esquire by regular first class mail this 12th day of January 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
1/5/2009	Fredric Joseph Ammerman
Answer to Petition For Special Relief, filed by s/ Toni M. Cherry	
1/10/2009	Fredric Joseph Ammerman
Order, this 6th day of Feb., 2009, hearing on Defendant's Petition for Special Relief is Continued to Feb. 23, 2009 at 10:00 a.m. Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	
Order, this 6th day of Feb., 2009, it is Ordered that the Prothonotary note the withdrawal of Earle D. Lees, Jr., Esquire as attorney for the Defendant. The Prothonotary shall enter the appearance of Reichard H. Milgrub, Esquire as attorney for the Defendant. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub; 1CC Atty. Lees (without memo)	
1/13/2009	Fredric Joseph Ammerman
Report and Recommendation of Master, filed by s/ Daniel A. Payne, Esquire 4CC Atty. Payne	
1/23/2009	Fredric Joseph Ammerman
Exhibits From Master's Hearing, filed by s/ Daniel A. Payne, Esquire. No CC	
1/2/2009	Fredric Joseph Ammerman
Order, this 20th day of Feb., 2009, the hearing on the Petition for Special Relief which has been rescheduled for Feb. 23, 2009 is continued. Argument on the exceptions to the Master's Report is scheduled for the 12th of March, 2009, at 2:15 p.m. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
Order, this 2nd day of March, 2009, it is Ordered that Hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief is scheduled for April 16, 2009 at 1:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub	
1/5/2009	Fredric Joseph Ammerman
Exceptions to Master's Report, filed by s/ Richard H. Milgrub Esq. 2CC Atty.	
1/31/2009	Fredric Joseph Ammerman
Divorce Decree/Dated: March 30, 2009. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Milgrub and T. Cherry March 31, 2009, Vital Statistics information reported to New Castle, PA.	
Order NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED. It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows: (see original for details) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: T. Cherry and Milgrub and 1CC D. Payne (without memo)	
1/14/2009	Fredric Joseph Ammerman
Praecipe to Withdraw Petition for Special Relief, filed by s/ Richard H. Milgrub, Esquire. 1CC atty. Milgrub	
Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub, Esquire. 1CC Fredric Joseph Ammerman Atty. Milgrub	
Amended Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub Esq Fredric Joseph Ammerman 1CC Atty Milgrub.	

Date: 7/31/2009

Time: 09:57 AM

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Clerk of Court
Old County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
4/20/2009	Fredric Joseph Ammerman
Order, AND NOW, this 16 day of April 2009, upon consideration of the Defendant's Amended Motion for Alimony Adjustment, it is hereby ORDERED AND DECREED that hearing on said Motion for the 3rd day of June 2009 at 2:30 pm in Courtroom No. 1. 1 1/2 hour(s) has/have been allotted for said hearing. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub.	
4/21/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Motion for Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing was served upon Toni M. Cherry Esq., this 20th day of April 2009 by first class mail, filed by s/ Richard H. Milgrub Esq. No CC.	
4/28/2009	Fredric Joseph Ammerman
Filing: Notice of Appeal to High Court Paid by: Milgrub, Richard H. (attorney for Monti, John M.) Receipt number: 1929201 Dated: 4/28/2009 Amount: \$50.00 (Check) For: Monti, John M. (defendant)filed by s/Richard H. Milgrub Esq. One CC with check to Superior Court Five CC Attorney Milgrub	
Application for Supersedeas by Defendant, John M. Monti, Pending Appeal, Fredric Joseph Ammerman filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
Proof of Service, filed. That the Notice of Appeal was served by first class mail to Toni M. Cherry Esq., and by service in person to Honorable Fredric J. Ammerman, Daniel Nelson and Tom Snyder, filed by s/ Richard H. Milgrub Esq. No CC.	
Request for Transcript, filed by s/Richard H. Milgrub, Esq. One CC Superior Court Four CC Attorney Milgrub	
Order, NOW, this 28th day of April, 2009, Appellant to file a concise statement within 21 days. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys T. Cherry and R. Milgrub	
4/29/2009	Fredric Joseph Ammerman
Order, this 29th day of April, 2009, a hearing on Defendant's Application for Supersedeas, Pending Appeal, is scheduled for the 8th day of May, 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	
4/30/2009	Fredric Joseph Ammerman
Certificate of Service, filed. Hereby certify that Defendant's Application for Supersedeas by Defendant, John M. Monti, pending appeal, and order scheduling hearing was served upon Toni M. Cherry Esq. on this 30th day of April 2009 and also via facsimile transmission on April 30, 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
5/8/2009	Fredric Joseph Ammerman
Appeal Docket Sheet from Superior Court of Pennsylvania, case number 71 WDA 2009, filed.	
5/12/2009	Fredric Joseph Ammerman
Order, this 8th day of May, 2009, following argument on Defendant's Application for Supersedeas, it is Ordered that counsel supply the Court with a letter brief by no later than May 12, 2009, along with a proposed Order being submitted by Attorney Milgrub. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
5/13/2009	Fredric Joseph Ammerman
Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esquire. 1CC Atty.	

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
5/18/2009	Order AND NOW, this 15th day of May 2009, upon consideration of the Defendant's request for a supercedeas pending appeal, it is the ORDER of this Court that said requested is granted. Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway Piano, and a judgment note from defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate. IT IS THE FURTHER ORDER OF THIS COURT that the defendant shall keep the mortgage payments on both the former marital residence and the commercial real estate current. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Milgrub.	Fredric Joseph Ammerman
5/20/2009	Opinion, May 20, 2009, this Court requests that this matter be remanded by the Superior Court for correction of amount to be paid by Def. to Plff. for equitable distribution. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub; 1CC Superior Court (without memo)	Fredric Joseph Ammerman
5/8/2009	Transcript of Proceedings, filed. Argument on Defendant's Exceptions to Master's Report, held before Fredric J. Ammerman, Pres. Judge, on March 12, 2009.	Fredric Joseph Ammerman
5/29/2009	June 29, 2009, Mailed Appeal to Superior Court. June 29, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c). June 29, 2009, Letter to Superior Court, Re: Appeal Mailed to Superior Court	Fredric Joseph Ammerman
7/7/2009	Motion for Leave to Amend 1925 (B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	Fredric Joseph Ammerman
7/9/2009	Certificate of Contents, original record of the case was received by Superior Court on 7-7-09. NoCC	Fredric Joseph Ammerman
7/13/2009	Order, AND NOW, this 13th day of July, 2009, Order of this Court that the Defendant be permitted to amend the 1925(B) Statement of Errors Complained of on Appeal. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Milgrub	Fredric Joseph Ammerman
7/23/2009	Amended 1925(B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JUL 31 2009

Attest.

William E. Lane
Prothonotary/
Clerk of Courts

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

ANNE E. MONTI
Plaintiff

Vs.

JOHN M. MONTI
Defendant

No. 04- 1563-CD

(Pa. Super. 718 WDA 2009)

FILED ^{ICC}
01/3/12/09
JUL 23 2009
William A. Shaw
Prothonotary/Clerk of Courts
Milgrub
(310)

AMENDED 1925(B) STATEMENT OF ERRORS COMPLAINED OF ON APPEAL

And now comes the Defendant by and through his attorney, Richard H. Milgrub, Esquire
and files the following statement pursuant to Rule 1925(B):

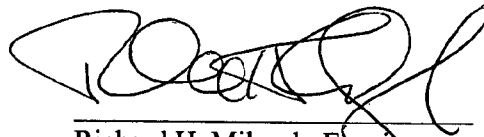
1. Upon review of this Court's Order dismissing his objections to the recommendations of the Master and confirming the same, the Defendant can not readily discern the reasoning behind the Court's abbreviated decision and as such can not with specificity enumerate his objections except in general terms.
2. By reason of the premises, Defendant reserves the right to supplement and refine his objections upon review of any supplemental opinion issued by this Honorable Court without waiver.
3. The errors complained of are as follows:
 - a. Did not the Court and Master err as a matter of fact and law in considering the testimony of Anne E. Monte as to her mental and physical condition in arriving at a determination of the distribution of marital property, alimony and attorney's fee in that no medical evidence was provided in support thereof?
 - b. Did not the Court and Master err as a matter of fact and law in weighing the

*163

respective parties prior earning history, future earning capacity and acquired job skills in arriving at a determination as to the distribution of the marital property, alimony and attorney's fee?

- c. Did not the Court and Master err as a matter of fact and law in failing to consider and properly value all of the marital assets and debts of the parties to the Divorce action?
- d. Did not the Court and Master err as a matter of fact make certain mathematical errors in calculating the distribution between the parties?

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard H. Milgrub', written over a horizontal line.

Richard H. Milgrub, Esquire
Attorney for John M. Monti

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

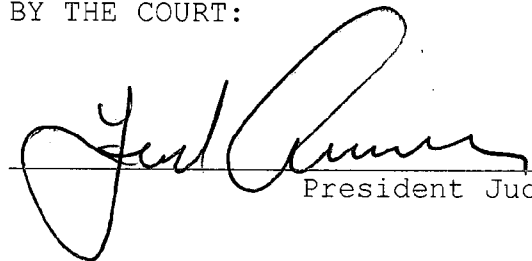
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No. 2004-1563-CD

ORDER

AND NOW, this 13 day of July, 2009, upon
consideration of the Defendant's Motion for Leave to Amend
1925(B) Statement of Errors Complained of on Appeal, it is the
ORDER of this Court that Defendant be permitted to amend the
1925(B) Statement of Errors Complained of on Appeal.

BY THE COURT:


President Judge

FILED

01/11/30/31
JUL 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

1602

FILED

JUL 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/13/09

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

Anne E. Monti

Vs.

Case No. 2004-01563-CD

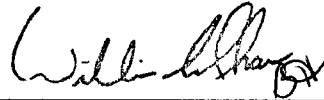
John M. Monti

CERTIFICATE OF CONTENTS

NOW, this 29th day of June, 2009, the undersigned, Prothonotary or Deputy Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, the said Court of record, does hereby certify that attached is the original record of the case currently on Appeal.

An additional copy of this Certificate is enclosed with the original hereof and the Clerk or Prothonotary of the Superior Court is hereby directed to acknowledge receipt of the Appeal Record by executing such copy at the place indicated by forthwith returning the same to this Court.

By:

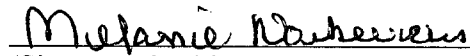


William A. Shaw, Prothonotary

Record, Etc. Received:

Date:

7/7/09



(Signature & Title)

FILED No cc
m 10:43 AM
JUL 09 2009 GW

William A. Shaw
Prothonotary/Clerk of Courts

101

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

FILED ICC AH
0/2:16cm Milgrub
JUL 07 2008
(LM)

William A. Shaw
Prothonotary/Clerk of Courts

Type of Action:
Divorce

Type of Pleading:
Motion for Leave to Amend
1925(B) Statement of Errors
Complained of on Appeal

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

MOTION FOR LEAVE TO AMEND
1925(B) STATEMENT OF ERRORS COMPLAINED OF ON APPEAL

AND NOW, comes Your Petitioner, John M. Monti, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Motion for Leave to Amend 1925(B) Statement of Errors and in support thereof, avers the following:

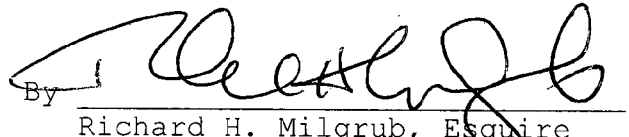
1. On April 28, 2009, this Honorable Court entered an Order that a concise statement of the matters complained of on appeal would be filed no later than twenty (20) days therefrom.
2. Your Petitioner filed a 1925(B) Statement of Errors Complained of on Appeal on May 13, 2009.
3. Subsequent thereto, it was discovered that there were certain mathematical errors in the Master's findings.
4. As a result, this Honorable Court requested that the case be remanded from Superior Court so that the proper calculations could be placed on the record.

5. As of this date, the case has not yet been remanded.

6. Your Petitioner requests that he be allowed to amend the 1925(B) Statement of Errors Complained of on Appeal to include an additional Count addressing the subsequently-discovered issue.

7. It is believed that the Respondent would have no objection to this request being granted.

WHEREFORE, Your Petitioner respectfully requests that he be allowed to amend the 1925(B) Statement of Errors Complained of on Appeal.

By 
Richard H. Milgrub, Esquire
Attorney for Defendant

VERIFICATION

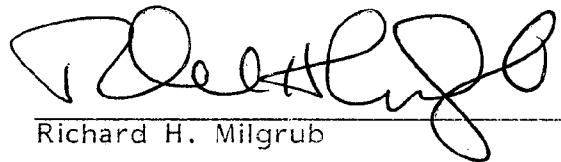
I, Richard H. Milgrub, have read the foregoing
Motion for Leave to Amend

The statements therein are correct to the best of my personal knowledge
or information and belief.

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

I am authorized to make this verification on behalf of
Defendant

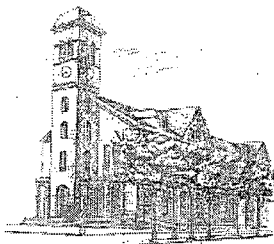
because of my position as counsel of record.


Richard H. Milgrub

Dated: 6/2/09

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
1 NORTH SECOND STREET
CLEARFIELD, PA 16830

1 NORTH BRADY STREET
DUBOIS, PA 15801



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

COPY

June 29, 2009

Superior Court of Pennsylvania
Office of the Prothonotary
600 Grant Building
Pittsburgh, PA 15219

RE: Anne E. Monti

vs

John M. Monti
No. 04-1563-CD
Superior Court No. 718 WDA 2009

Dear Prothonotary:

Enclosed you will find the above referenced complete record appealed to your office. Please also find enclosed two transcripts and the Exhibits from the Master's Hearing under separate cover.

Sincerely,

William A. Shaw
Prothonotary

FILED
0/4:00
JUN 29 2009
William A. Shaw
Prothonotary/Clerk of Courts

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CERTIFICATE AND TRANSMITTAL OF RECORD UNDER PENNSYLVANIA
RULE OF APPELLATE PROCEDURE 1931(c)

To the Prothonotary of the Appellate Court to which the within matter has been appealed:

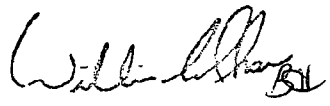
THE UNDERSIGNED, Clerk (or Prothonotary) of the Court of Common Pleas of Clearfield County, the said Court being a court of record, does hereby certify that annexed hereto is a true and correct copy of the whole and entire record, including an opinion of the Court as required by Pa. R.A.P. 1925, the original papers and exhibits, if any, on file, the transcript of the proceeding, if any, and the docket entries in the following matter:

04-1563-CD
Anne E. Monti
Vs.
John M. Monti

In compliance with Pa. R.A.P. 1931 (c).

The documents comprising the record have been numbered from **No. 1 to 58**, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is June 29, 2007.



William A. Shaw
Prothonotary/Clerk of Courts

(seal)

Date: 6/29/2009

Time: 06:38 PM

Page 1 of 5

Clear Lake County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
0/8/2004	Filing: Divorce Complaint Additional Counts Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$30.00 (Check)	No Judge
	Filing: Divorce No Custody Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$95.00 (Check) 2 Cert. to Atty.	No Judge
0/20/2004	Affidavit of Service of Divorce Complaint filed by Atty. T. Cherry No cc.	No Judge
2/22/2004	AND NOW, this 22nd day of Dec. 2004, upon agreement of the parties the following Order is entered: (See Original) S/FJA 2 CC to T. Cherry.	Fredric Joseph Ammerman
3/16/2006	Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's Request for Production of Documents were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No cc.	Fredric Joseph Ammerman
	Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's First Set of Interrogatories to Defendant were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No CC.	Fredric Joseph Ammerman
3/19/2007	Motion for Appointment of Master, filed by Atty. Cherry. 3 Cert. to Atty.	Fredric Joseph Ammerman
3/20/2007	Order, this 20th day of June, 2007, Ordered that: Pre-Trial Conference shall be held on the 13th day of Sept., 2007 at 9:00 a.m. in Chambers. Cynthia B. Stewart, Esquire, is appointed as Master in Divorce. Master's Hearing shall be held in Hearing Room 3 on the 16th day of Nov., 2007 at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraise documents as well as any other documents by no later than Sept. 12, 2007. Each party shall by no later than Oct. 16, 2007 deposit the amount of \$250.00 with Prothonotary. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Milgrub, Cherry, Stewart	Fredric Joseph Ammerman
3/15/2007	Petition to Withdraw as Counsel, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
3/21/2007	Order, this 20th day of August, 2007, Richard H. Milgrub, Esquire, is permitted to withdraw as counsel on behalf of the Defendant. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub; 1CC Def. - 973 Treasure Lake, Caribbean Rd., DuBois, PA 15801	Fredric Joseph Ammerman
3/22/2007	Praeipce to Withdraw as Counsel, on behalf of John M. Monti, please withdraw my appearance. Filed by s/ Richard H. Milgrub, Esquire. No CC	Fredric Joseph Ammerman
3/7/2007	Defendant's Pretrial Statement, filed by s/ John M. Monti, Defendant. No CC Inventory and Appraisement, filed by s/ John M. Monti, Defendant. No CC Income and Expense Statement, filed by s/John M. Monti, Defendant. No C	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman
3/12/2007	Plaintiff's Pre-Trial Statement, filed by s/ Toni M. Cherry, Esquire. 4CC Atty Income and Expense Sheet, filed by s/ Toni M. Cherry, Esquire. 4CC Atty. Inventory, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman

Date: 6/29/2009

Time: 06:38 PM

Page 2 of 5

Clerk of Court
Clearfield County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
9/17/2007	Fredric Joseph Ammerman
Order, this 14th day of Sept., 2007, following pre-trial conference, 1. Master's Hearing will be held before Daniel A. Payne, Esquire, a full day on the 15th day of Nov. 2007 commencing at 9:00 a.m. in Hearing Room No. 3, and one-half day on the 16th day of Nov., 2007 commencing at 9:00 a.m. in Hearing Room No. 3. 2. Each party shall by no later than Oct. 16, 2007 deposit \$375.00 with the Prothonotary. 3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801; 1CC D. Payne (without memo)	
10/11/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Anne E. Mathisen Receipt number: 1921021 Dated: 10/11/2007 Amount: \$375.00 (Check)	
10/19/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921114 Dated: 10/19/2007 Amount: \$275.00 (Check)	
11/16/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921479 Dated: 11/16/2007 Amount: \$100.00 (Check)	
	Fredric Joseph Ammerman
Filing: Retake Prior Name Paid by: Monti, Anne E. (plaintiff) Receipt number: 1921487 Dated: 11/16/2007 Amount: \$10.00 (Cash) Anne E. Monti, To Be Known As Anne E. Mathisen. 6 Certificates to Plff.	
	Fredric Joseph Ammerman
Affidavit of Consent, signed by Anne E. Monti, Plaintiff. No CC	
	Fredric Joseph Ammerman
Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by Anne E. Monti, Plaintiff. No CC	
11/21/2007	Fredric Joseph Ammerman
Order, this 20th day of Nov., 2007, following Master's hearing, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Cherry; Def.; D. Payne; Court reporter	
11/26/2007	Fredric Joseph Ammerman
Affidavit of Consent, signed by John M. Monti, Defendant. No CC	
	Fredric Joseph Ammerman
Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by John M. Monti, Defendant. No CC	
1/16/2008	Fredric Joseph Ammerman
Order, this 15th day of Jan, 2008, Defendant's pro se request for a thirty day extension in which to file post hearing brief following Master's hearing is granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	
3/19/2008	Fredric Joseph Ammerman
Entry of Appearance, on behalf of Defendant, enter appearance of Earle D. Lees, Esquire. Filed by s/ Earle D. Lees, Jr., Esquire. 1CC Atty. Lees	
3/13/2008	Fredric Joseph Ammerman
Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, on November 15, 2007 and November 16, 2007, filed.	
1/8/2009	Fredric Joseph Ammerman
Petition For Special Relief, filed by s Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
1/12/2009	Fredric Joseph Ammerman
Rule, this 9th day of Jan., 2009, upon consideration of the Defendant's Petition for Special Relief, it is Ordered that a Rule be issued upon the Plaintiff. Rule returnable by hearing the 6th day of Feb., 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	

Date: 6/29/2009

Time: 06:38 PM

Page 3 of 5

Clerk of Court Old County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/13/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing was served upon Toni M. Cherry Esquire by regular first class mail this 12th day of January 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
1/5/2009	Fredric Joseph Ammerman
Answer to Petition For Special Relief, filed by s/ Toni M. Cherry	
1/10/2009	Fredric Joseph Ammerman
Order, this 6th day of Feb., 2009, hearing on Defendant's Petition for Special Relief is Continued to Feb. 23, 2009 at 10:00 a.m. Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	
Order, this 6th day of Feb., 2009, it is Ordered that the Prothonotary note the withdrawal of Earle D. Lees, Jr., Esquire as attorney for the Defendant. The Prothonotary shall enter the appearance of Reichard H. Milgrub, Esquire as attorney for the Defendant. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub; 1CC Atty. Lees (without memo)	
2/13/2009	Fredric Joseph Ammerman
Report and Recommendation of Master, filed by s/ Daniel A. Payne, Esquire 4CC Atty. Payne	
2/23/2009	Fredric Joseph Ammerman
Exhibits From Master's Hearing, filed by s/ Daniel A. Payne, Esquire. No CC	
3/2/2009	Fredric Joseph Ammerman
Order, this 20th day of Feb., 2009, the hearing on the Petition for Special Relief which has been rescheduled for Feb. 23, 2009 is continued. Argument on the exceptions to the Master's Report is scheduled for the 12th of March, 2009, at 2:15 p.m. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
Order, this 2nd day of March, 2009, it is Ordered that Hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief is scheduled for April 16, 2009 at 1:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub	
3/5/2009	Fredric Joseph Ammerman
Exceptions to Master's Report, filed by s/ Richard H. Milgrub Esq. 2CC Atty.	
3/31/2009	Fredric Joseph Ammerman
Divorce Decree/Dated: March 30, 2009. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Milgrub and T. Cherry	
March 31, 2009, Vital Statistics information reported to New Castle, PA.	
Order NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED. It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows: (see original for details) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: T. Cherry and Milgrub and 1CC D. Payne (without memo)	
4/14/2009	Fredric Joseph Ammerman
Praecipe to Withdraw Petition for Special Relief, filed by s/ Richard H. Milgrub, Esquire. 1CC atty. Milgrub	
Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub, Esquire. 1CC Fredric Joseph Ammerman Atty. Milgrub	
Amended Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub Esq Fredric Joseph Ammerman 1CC Atty Milgrub.	

Date: 6/29/2009

Time: 06:38 PM

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Clerk of Court
Clearfield County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
6/20/2009	Fredric Joseph Ammerman
Order, AND NOW, this 16 day of April 2009, upon consideration of the Defendant's Amended Motion for Alimony Adjustment, it is hereby ORDERED AND DECREED that hearing on said Motion for the 3rd day of June 2009 at 2:30 pm in Courtroom No. 1. 1 1/2 hour(s) has/have been allotted for said hearing. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub.	
6/21/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Motion for Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing was served upon Toni M. Cherry Esq., this 20th day of April 2009 by first class mail, filed by s/ Richard H. Milgrub Esq. No CC.	
6/28/2009	Fredric Joseph Ammerman
Filing: Notice of Appeal to High Court Paid by: Milgrub, Richard H. (attorney for Monti, John M.) Receipt number: 1929201 Dated: 4/28/2009 Amount: \$50.00 (Check) For: Monti, John M. (defendant) filed by s/Richard H. Milgrub Esq. One CC with check to Superior Court Five CC Attorney Milgrub	
Application for Supersedeas by Defendant, John M. Monti, Pending Appeal, Fredric Joseph Ammerman filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
Proof of Service, filed. That the Notice of Appeal was served by first class mail to Toni M. Cherry Esq., and by service in person to Honorable Fredric J. Ammerman, Daniel Nelson and Tom Snyder, filed by s/ Richard H. Milgrub Esq. No CC.	
Request for Transcript, filed by s/Richard H. Milgrub, Esq. One CC Superior Court Four CC Attorney Milgrub	
Order, NOW, this 28th day of April, 2009, Appellant to file a concise statement within 21 days. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys T. Cherry and R. Milgrub	
6/29/2009	Fredric Joseph Ammerman
Order, this 29th day of April, 2009, a hearing on Defendant's Application for Supersedeas, Pending Appeal, is scheduled for the 8th day of May, 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	
6/30/2009	Fredric Joseph Ammerman
Certificate of Service, filed. Hereby certify that Defendant's Application for Supersedeas by Defendant, John M. Monti, pending appeal, and order scheduling hearing was served upon Toni M. Cherry Esq. on this 30th day of April 2009 and also via facsimile transmission on April 30, 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
5/8/2009	Fredric Joseph Ammerman
Appeal Docket Sheet from Superior Court of Pennsylvania, case number 71 WDA 2009, filed.	
5/12/2009	Fredric Joseph Ammerman
Order, this 8th day of May, 2009, following argument on Defendant's Application for Supersedeas, it is Ordered that counsel supply the Court with a letter brief by no later than May 12, 2009, along with a proposed Order being submitted by Attorney Milgrub. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
5/13/2009	Fredric Joseph Ammerman
Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esquire. 1CC Atty.	

late: 6/29/2009
ime: 06:38 PM
age 5 of 5

Clerk of Old County Court of Common Pleas

User: BHUDSON

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
5/18/2009	Fredric Joseph Ammerman
Order AND NOW, this 15th day of May 2009, upon consideration of the Defendant's request for a supercedeas pending appeal, it is the ORDER of this Court that said requested is granted. Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway Piano, and a judgment note from defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate. IT IS THE FURTHER ORDER OF THIS COURT that the defendant shall keep the mortgage payments on both the former marital residence and the commercial real estate current. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Milgrub.	
5/20/2009	Fredric Joseph Ammerman
Opinion, May 20, 2009, this Court requests that this matter be remanded by the Superior Court for correction of amount to be paid by Def. to Plff. for equitable distribution. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub; 1CC Superior Court (without memo)	
3/8/2009	Fredric Joseph Ammerman
Transcript of Proceedings, filed. Argument on Defendant's Exceptions to Master's Report, held before Fredric J. Ammerman, Pres. Judge, on March 12, 2009.	
3/29/2009	Fredric Joseph Ammerman
June 29, 2009, Mailed Appeal to Superior Court. June 29, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JUN 29 2009

Attest.

William H. Brown
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	10/08/04	Divorce Complaint	08
02	10/20/04	Affidavit of Service	02
03	12/22/04	Order, Re: marital property	02
04	06/16/06	Certificate of Service	01
05	06/16/06	Certificate of Service	01
06	06/19/07	Motion for Appointment of Master	03
07	06/20/07	Order, Re: Master in Divorce appointed	02
08	08/15/07	Petition to Withdraw as Counsel	04
09	08/21/07	Order, Re: withdrawal of counsel	01
10	08/22/07	Praecepte to Withdraw as Counsel	02
11	09/07/07	Defendant's Pretrial Statement	12
12	09/07/07	Inventory and Appraisement	15
13	09/07/07	Income and Expense Statement	04
14	09/12/07	Plaintiff's Pre-Trial Statement	06
15	09/12/07	Income and Expense Sheet	05
16	09/12/07	Inventory	41
17	09/17/07	Order, Re: Master's Hearing scheduled	01
18	11/16/07	Retake Prior Name	02
19	11/16/07	Affidavit of Consent	01
20	11/16/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
21	11/21/07	Order, Re: transcripts and briefs to be submitted following Master's Hearing	02
22	11/26/07	Affidavit of Consent	01
23	11/26/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
24	01/16/08	Order, Re: post hearing brief extension	02
25	03/19/08	Entry of Appearance	02
26	08/13/08	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, November 15, 2007, and November 16, 2007	Separate Cover
27	01/08/09	Petition for Special Relief	09
28	01/12/09	Rule, Re: rule returnable hearing scheduled	01
29	01/13/09	Certificate of Service	02
30	02/05/09	Answer to Petition for Special Relief	08
31	02/10/09	Order, Re: hearing on Defendant's Petition for Special Relief continued	01
32	02/10/09	Order, Re: withdrawal and entry of appearance	01
33	02/13/09	Report and Recommendation of Master	33
34	02/23/09	Exhibits from Master's Hearing	Separate Cover
35	03/02/09	Order, Re: hearing on Petition for Special Relief continued	02
36	03/02/09	Order, Re: hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief scheduled	01
37	03/05/09	Exceptions to Master's Report	07
38	03/31/09	Divorce Decree	02
39	03/31/09	Order, Re: Exceptions dismissed. Report and Recommendation of the Master is approved	03
40	04/14/09	Praecepte to Withdraw Petition for Special Relief	02
41	04/14/09	Motion for Alimony Adjustment	04
42	04/14/09	Amended Motion for Alimony Adjustment	04

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
43	04/20/09	Order, Re: Defendant's Amended Motion for Alimony Adjustment	01
44	04/21/09	Certificate of Service	02
45	04/28/09	Notice of Appeal to High Court	16
46	04/28/09	Application for Supersedeas by Defendant	08
47	04/28/09	Proof of Service	02
48	04/28/09	Request for Transcript	02
49	04/28/09	Order, Re: Appellant to file a concise statement	01
50	04/29/09	Order, Re: hearing on Application for Supersedeas scheduled	01
51	04/30/09	Certificate of Service	02
52	05/08/09	Appeal Docket Sheet from Superior Court, Docket Number 718 WDA 2009	03
53	05/12/09	Order, Re: briefs to be submitted related to Application for Supersedeas	01
54	05/13/09	Statement of Errors Complained of on Appeal	03
55	05/18/09	Order, Re: supersedeas granted	01
56	05/20/09	Opinion	01
57	06/08/09	Transcript of Proceedings, Argument on Defendant's Exceptions to Master's Report, held before President Judge Fredric J. Ammerman on March 12, 2009	Separate Cover
58	06/29/09	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c)	08

12:47 P.M.

Appeal Docket Sheet

Docket Number: 718 WDA 2009

Superior Court of Pennsylvania

Page 1 of 3

May 4, 2009



Anne E. Monti

v.

John M. Monti, Appellant

04-1563-CD

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: April 29, 2009

Awaiting Original Record

Journal Number:

Case Category: Domestic Relations

CaseType: Divorce

Consolidated Docket Nos.:

Related Docket Nos.:

SCHEDULED EVENT

Next Event Type: Case Initiation

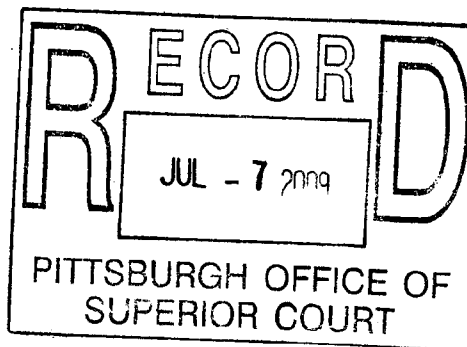
Next Event Due Date: April 29, 2009

Next Event Type: Receive Docketing Statement

Next Event Due Date: May 18, 2009

Next Event Type: Original Record Received

Next Event Due Date: June 29, 2009



Rec in 3 parts
2 hours

FILED
049406N
MAY 08 2009
William A. Shaw
Prothonotary/Clerk of Courts

RECEIVED

MAY - 6 2009

DOMESTIC RELATIONS SECTION
CLEARFIELD COUNTY

58

Appeal Docket Sheet**Docket Number: 718 WDA 2009****Page 2 of 3****May 4, 2009****Superior Court of Pennsylvania****COUNSEL INFORMATION****Appellant** Monti, John M

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellant Attorney Information:

Attorney: Milgrub, Richard H.

Bar No.: 19865

Law Firm: Law Offices of Richard H. Milgrub

Address: 211 N Second Street

Clearfield, PA 16830-2538

Phone No.: (814)765-1717

Fax No.: (814)765-4410

Receive Mail: Yes

E-Mail Address: mlaw@atlanticbb.net

Receive E-Mail: No

Appellee Monti, Anne E

Pro Se: Appoint Counsel Status:

IFP Status:

Appellee Attorney Information:

Attorney: Cherry, Toni M.

Bar No.: 30205

Law Firm: Gleason, Cherry and Cherry, L.L.P.

Address: One North Franklin Street

P.O. Box 505

DuBois, PA 15801-0505

Phone No.: (814)371-5800

Fax No.:

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

FEE INFORMATION

Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
4/28/09	Notice of Appeal	60.00	60.00	2009SPRWD000405

TRIAL COURT/AGENCY INFORMATION

Court Below: Clearfield County Court of Common Pleas

County: Clearfield

Date of Order Appealed From: March 30, 2009

Date Documents Received: April 29, 2009

Order Type: Order Entered

Judge: *Fredric Ammerman, PJ*Division: *Domestic Relations*

Judicial District: 46

Date Notice of Appeal Filed: April 28, 2009

OTN:

Lower Court Docket No.: No. 04-1503-CD
DOMESTIC RELATIONS SECTION
CLEARFIELD COUNTY**RECEIVED****MAY - 6 2009****ORIGINAL RECORD CONTENTS**

12:47 P.M.

Appeal Docket Sheet

Docket Number: 718 WDA 2009

Page 3 of 3

May 4, 2009

Superior Court of Pennsylvania



Original Record Item

Filed Date

Content/Description

Date of Remand of Record:

BRIEFS

DOCKET ENTRIES

Filed Date	Docket Entry/Document Name	Party Type	Filed By
April 29, 2009	Notice of Appeal Filed	Appellant	Monti, John M
May 4, 2009	Docketing Statement Exited (Domestic Relations)		Western District Filing Office

RECEIVED

MAY - 6 2009

**DOMESTIC RELATIONS SECTION
CLEARFIELD COUNTY**

CERTIFICATE AND TRANSMITTAL OF RECORD UNDER PENNSYLVANIA
RULE OF APPELLATE PROCEDURE 1931(c)

To the Prothonotary of the Appellate Court to which the within matter has been appealed:

THE UNDERSIGNED, Clerk (or Prothonotary) of the Court of Common Pleas of Clearfield County, the said Court being a court of record, does hereby certify that annexed hereto is a true and correct copy of the whole and entire record, including an opinion of the Court as required by Pa. R.A.P. 1925, the original papers and exhibits, if any, on file, the transcript of the proceeding, if any, and the docket entries in the following matter:

04-1563-CD
Anne E. Monti
Vs.
John M. Monti

In compliance with Pa. R.A.P. 1931 (c).

The documents comprising the record have been numbered from **No. 1** to 58, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is June 27, 2009.



William A. Shaw
Prothonotary/Clerk of Courts

(seal)

Date: 6/29/2009

Time: 06:38 PM

Page 1 of 5

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
10/8/2004	Filing: Divorce Complaint Additional Counts Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$30.00 (Check)	No Judge
	Filing: Divorce No Custody Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$95.00 (Check) 2 Cert. to Atty.	No Judge
10/20/2004	Affidavit of Service of Divorce Complaint filed by Atty. T. Cherry No cc.	No Judge
12/22/2004	AND NOW, this 22nd day of Dec. 2004, upon agreement of the parties the following Order is entered: (See Original) S/FJA 2 CC to T. Cherry.	Fredric Joseph Ammerman
6/16/2006	Certificate of Service, filed. That on this 13th day of June 2006, an original o Plaintiff's Request for Production of Documents were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No cc.	Fredric Joseph Ammerman
	Certificate of Service, filed. That on this 13th day of June 2006, an original o Plaintiff's First Set of Interrogatories to Defendant were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No CC.	Fredric Joseph Ammerman
6/19/2007	Motion for Appointment of Master, filed by Atty. Cherry. 3 Cert. to Atty.	Fredric Joseph Ammerman
6/20/2007	Order, this 20th day of June, 2007, Ordered that: Pre-Trial Conference shall be held on the 13th day of Sept., 2007 at 9:00 a.m. in Chambers. Cynthia B. Stewart, Esquire, is appointed as Master in Divorce. Master's Hearing shall be held in Hearing Room 3 on the 16th day of Nov., 2007 at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraise documents as well as any other documents by no later than Sept. 12, 2007. Each party shall by no later than Oct. 16, 2007 deposit the amount of \$250.00 with Prothonotary. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Milgrub, Cherry, Stewart	Fredric Joseph Ammerman
8/15/2007	Petition to Withdraw as Counsel, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
8/21/2007	Order, this 20th day of August, 2007, Richard H. Milgrub, Esquire, is permitted to withdraw as counsel on behalf of the Defendant. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub; 1CC Def. - 973 Treasure Lake, Caribbean Rd., DuBois, PA 15801	Fredric Joseph Ammerman
8/22/2007	Praeipce to Withdraw as Counsel, on behalf of John M. Monti, please withdraw my appearance. Filed by s/ Richard H. Milgrub, Esquire. No CC	Fredric Joseph Ammerman
9/7/2007	Defendant's Pretrial Statement, filed by s/ John M. Monti, Defendant. No CC Inventory and Appraisement, filed by s/ John M. Monti, Defendant. No CC Income and Expense Statement, filed by s/John M. Monti, Defendant. No C	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman
9/12/2007	Plaintiff's Pre-Trial Statement, filed by s/ Toni M. Cherry, Esquire. 4CC Atty Income and Expense Sheet, filed by s/ Toni M. Cherry, Esquire. 4CC Atty. Inventory, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman

Date: 6/29/2009

Time: 06:38 PM

Page 2 of 5

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
9/17/2007	Fredric Joseph Ammerman
Order, this 14th day of Sept., 2007, following pre-trial conference, 1. Master's Hearing will be held before Daniel A. Payne, Esquire, a full day on the 15th day of Nov. 2007 commencing at 9:00 a.m. in Hearing Room No. 3, and one-half day on the 16th day of Nov., 2007 commencing at 9:00 a.m. in Hearing Room No. 3. 2. Each party shall by no later than Oct. 16, 2007 deposit \$375.00 with the Prothonotary. 3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801; 1CC D. Payne (without memo)	
10/11/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Anne E. Mathisen Receipt number: 1921021 Dated: 10/11/2007 Amount: \$375.00 (Check)	
10/19/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921114 Dated: 10/19/2007 Amount: \$275.00 (Check)	
11/16/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921479 Dated: 11/16/2007 Amount: \$100.00 (Check)	
	Fredric Joseph Ammerman
Filing: Retake Prior Name Paid by: Monti, Anne E. (plaintiff) Receipt number: 1921487 Dated: 11/16/2007 Amount: \$10.00 (Cash) Anne E. Monti, To Be Known As Anne E. Mathisen. 6 Certificates to Plff.	
	Fredric Joseph Ammerman
Affidavit of Consent, signed by Anne E. Monti, Plaintiff. No CC	
	Fredric Joseph Ammerman
Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by Anne E. Monti, Plaintiff. No CC	
11/21/2007	Fredric Joseph Ammerman
Order, this 20th day of Nov., 2007, following Master's hearing, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Cherry; Def.; D. Payne; Court reporter	
11/26/2007	Fredric Joseph Ammerman
Affidavit of Consent, signed by John M. Monti, Defendant. No CC	
	Fredric Joseph Ammerman
Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by John M. Monti, Defendant. No CC	
1/16/2008	Fredric Joseph Ammerman
Order, this 15th day of Jan, 2008, Defendant's pro se request for a thirty day extension in which to file post hearing brief following Master's hearing is granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	
3/19/2008	Fredric Joseph Ammerman
Entry of Appearance, on behalf of Defendant, enter appearance of Earle D. Lees, Esquire. Filed by s/ Earle D. Lees, Jr., Esquire. 1CC Atty. Lees	
8/13/2008	Fredric Joseph Ammerman
Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, on November 15, 2007 and November 16, 2007, filed.	
1/8/2009	Fredric Joseph Ammerman
Petition For Special Relief, filed by s Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
1/12/2009	Fredric Joseph Ammerman
Rule, this 9th day of Jan., 2009, upon consideration of the Defendant's Petition for Special Relief, it is Ordered that a Rule be issued upon the Plaintiff. Rule returnable by hearing the 6th day of Feb., 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	

Date: 6/29/2009

Time: 06:38 PM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/13/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing was served upon Toni M. Cherry Esquire by regular first class mail this 12th day of January 2009, filec by s/ Richard H. Milgrub Esq. No CC.	
2/5/2009	Fredric Joseph Ammerman
Answer to Petition For Special Relief, filed by s/ Toni M. Cherry	
2/10/2009	Fredric Joseph Ammerman
Order, this 6th day of Feb., 2009, hearing on Defendant's Petition for Specia Relief is Continued to Feb. 23, 2009 at 10:00 a.m. Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrut	
Order, this 6th day of Feb., 2009, it is Ordered that the Prothonotary note the withdrawal of Earle D. Lees, Jr., Esquire as attorney for the Defendant. The Prothonotary shall enter the appearance of Reichard H. Milgrub, Esquire as attorney for the Defendant. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub; 1CC Atty. Lees (without memo)	
2/13/2009	Fredric Joseph Ammerman
Report and Recommendation of Master, filed by s/ Daniel A. Payne, Esquire 4CC Atty. Payne	
2/23/2009	Fredric Joseph Ammerman
Exhibits From Master's Hearing, filed by s/ Daniel A. Payne, Esquire. No CC	
3/2/2009	Fredric Joseph Ammerman
Order, this 20th day of Feb., 2009, the hearing on the Petition for Special Relief which has been rescheduled for Feb. 23, 2009 is continued. Argumen on the execeptions to the Master's Report is scheduled for the 12th of March, 2009, at 2:15 p.m. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
Order, this 2nd day of March, 2009, it is Ordered that Hearing on Defendant Petition to Modify Spousal Support and Defendant's Petition for Special Relief is scheduled for April 16, 2009 at 1:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrut	
3/5/2009	Fredric Joseph Ammerman
Exceptions to Master's Report, filed by s/ Richard H. Milgrub Esq. 2CC Atty.	
3/31/2009	Fredric Joseph Ammerman
Divorce Decree/Dated: March 30, 2009. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Milgrub and T. Cherry March 31, 2009, Vital Statistics information reported to New Castle, PA. Order NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED. It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows: (see original for details) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: T. Cherry and Milgrub and 1CC D. Payne (without memo)	
4/14/2009	Fredric Joseph Ammerman
Praeipce to Withdraw Petition for Special Relief, filed by s/ Richard H. Milgrub, Esquire. 1CC atty. Milgrub	
Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub, Esquire. 1CC Fredric Joseph Ammerman Atty. Milgrub	
Amended Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub Esq Fredric Joseph Ammerman 1CC Atty Milgrub.	

Date: 6/29/2009

Time: 06:38 PM

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Clerk of Court
Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
4/20/2009	Fredric Joseph Ammerman
Order, AND NOW, this 16 day of April 2009, upon consideration of the Defendant's Amended Motion for Alimony Adjustment, it is hereby ORDERED AND DECREED that hearing on said Motion for the 3rd day of June 2009 at 2:30 pm in Courtroom No. 1. 1 1/2 hour(s) has/have been allotted for said hearing. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub.	
4/21/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Motion for Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing was served upon Toni M. Cherry Esq., this 20th day of April 2009 by first class mail, filed by s/ Richard H. Milgrub Esq. No CC.	
4/28/2009	Fredric Joseph Ammerman
Filing: Notice of Appeal to High Court Paid by: Milgrub, Richard H. (attorney for Monti, John M.) Receipt number: 1929201 Dated: 4/28/2009 Amount: \$50.00 (Check) For: Monti, John M. (defendant) filed by s/Richard H. Milgrub Esq. One CC with check to Superior Court Five CC Attorney Milgrub Application for Supersedeas by Defendant, John M. Monti, Pending Appeal, Fredric Joseph Ammerman filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub Proof of Service, filed. That the Notice of Appeal was served by first class mail to Toni M. Cherry Esq., and by service in person to Honorable Fredric J. Ammerman, Daniel Nelson and Tom Snyder, filed by s/ Richard H. Milgrub Esq. No CC. Request for Transcript, filed by s/Richard H. Milgrub, Esq. One CC Superior Court Four CC Attorney Milgrub	
	Fredric Joseph Ammerman
Order, NOW, this 28th day of April, 2009, Appellant to file a concise statement within 21 days. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys T. Cherry and R. Milgrub	
4/29/2009	Fredric Joseph Ammerman
Order, this 29th day of April, 2009, a hearing on Defendant's Application for Supersedeas, Pending Appeal, is scheduled for the 8th day of May, 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	
4/30/2009	Fredric Joseph Ammerman
Certificate of Service, filed. Hereby certify that Defendant's Application for Supersedeas by Defendant, John M. Monti, pending appeal, and order scheduling hearing was served upon Toni M. Cherry Esq. on this 30th day of April 2009 and also via facsimile transmission on April 30, 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
5/8/2009	Fredric Joseph Ammerman
Appeal Docket Sheet from Superior Court of Pennsylvania, case number 71 WDA 2009, filed.	
5/12/2009	Fredric Joseph Ammerman
Order, this 8th day of May, 2009, following argument on Defendant's Application for Supersedeas, it is Ordered that counsel supply the Court with a letter brief by no later than May 12, 2009, along with a proposed Order being submitted by Attorney Milgrub. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
5/13/2009	Fredric Joseph Ammerman
Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esquire. 1CC Atty.	

Date: 6/29/2009

Time: 06:38 PM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
5/18/2009	Fredric Joseph Ammerman
Order AND NOW, this 15th day of May 2009, upon consideration of the Defendant's request for a supercedeas pending appeal, it is the ORDER of this Court that said requested is granted. Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway Piano, and a judgment note from defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate. IT IS THE FURTHER ORDER OF THIS COURT that the defendant shall keep the mortgage payments on both the former marital residence and the commercial real estate current. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Milgrub.	
5/20/2009	Fredric Joseph Ammerman
Opinion, May 20, 2009, this Court requests that this matter be remanded by the Superior Court for correction of amount to be paid by Def. to Plff. for equitable distribution. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub; 1CC Superior Court (without memo)	
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Transcript of Proceedings, filed. Argument on Defendant's Exceptions to Master's Report, held before Fredric J. Ammerman, Pres. Judge, on March 12, 2009.	
6/29/2009	Fredric Joseph Ammerman
June 29, 2009, Mailed Appeal to Superior Court. June 29, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JUN 29 2009

Attest.

William A. Khan
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	10/08/04	Divorce Complaint	08
02	10/20/04	Affidavit of Service	02
03	12/22/04	Order, Re: marital property	02
04	06/16/06	Certificate of Service	01
05	06/16/06	Certificate of Service	01
06	06/19/07	Motion for Appointment of Master	03
07	06/20/07	Order, Re: Master in Divorce appointed	02
08	08/15/07	Petition to Withdraw as Counsel	04
09	08/21/07	Order, Re: withdrawal of counsel	01
10	08/22/07	Praecepte to Withdraw as Counsel	02
11	09/07/07	Defendant's Pretrial Statement	12
12	09/07/07	Inventory and Appraisement	15
13	09/07/07	Income and Expense Statement	04
14	09/12/07	Plaintiff's Pre-Trial Statement	06
15	09/12/07	Income and Expense Sheet	05
16	09/12/07	Inventory	41
17	09/17/07	Order, Re: Master's Hearing scheduled	01
18	11/16/07	Retake Prior Name	02
19	11/16/07	Affidavit of Consent	01
20	11/16/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
21	11/21/07	Order, Re: transcripts and briefs to be submitted following Master's Hearing	02
22	11/26/07	Affidavit of Consent	01
23	11/26/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
24	01/16/08	Order, Re: post hearing brief extension	02
25	03/19/08	Entry of Appearance	02
26	08/13/08	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, November 15, 2007, and November 16, 2007	Separate Cover
27	01/08/09	Petition for Special Relief	09
28	01/12/09	Rule, Re: rule returnable hearing scheduled	01
29	01/13/09	Certificate of Service	02
30	02/05/09	Answer to Petition for Special Relief	08
31	02/10/09	Order, Re: hearing on Defendant's Petition for Special Relief continued	01
32	02/10/09	Order, Re: withdrawal and entry of appearance	01
33	02/13/09	Report and Recommendation of Master	33
34	02/23/09	Exhibits from Master's Hearing	Separate Cover
35	03/02/09	Order, Re: hearing on Petition for Special Relief continued	02
36	03/02/09	Order, Re: hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief scheduled	01
37	03/05/09	Exceptions to Master's Report	07
38	03/31/09	Divorce Decree	02
39	03/31/09	Order, Re: Exceptions dismissed. Report and Recommendation of the Master is approved	03
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41	04/14/09	Motion for Alimony Adjustment	04
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

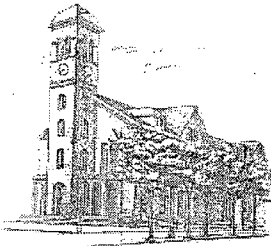
No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

<i>ITEM NO.</i>	<i>DATE OF FILING</i>	<i>NAME OF DOCUMENT</i>	<i>NO. OF PAGES</i>
43	04/20/09	Order, Re: Defendant's Amended Motion for Alimony Adjustment	01
44	04/21/09	Certificate of Service	02
45	04/28/09	Notice of Appeal to High Court	16
46	04/28/09	Application for Supersedeas by Defendant	08
47	04/28/09	Proof of Service	02
48	04/28/09	Request for Transcript	02
49	04/28/09	Order, Re: Appellant to file a concise statement	01
50	04/29/09	Order, Re: hearing on Application for Supersedeas scheduled	01
51	04/30/09	Certificate of Service	02
52	05/08/09	Appeal Docket Sheet from Superior Court, Docket Number 718 WDA 2009	03
53	05/12/09	Order, Re: briefs to be submitted related to Application for Supersedeas	01
54	05/13/09	Statement of Errors Complained of on Appeal	03
55	05/18/09	Order, Re: supersedeas granted	01
56	05/20/09	Opinion	01
57	06/08/09	Transcript of Proceedings, Argument on Defendant's Exceptions to Master's Report, held before President Judge Fredric J. Ammerman on March 12, 2009	Separate Cover
58	06/29/09	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c)	08



COPY

Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

Fredric J. Ammerman, President Judge
Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

Toni M. Cherry, Esq.
PO Box 505
1 North Franklin Street
DuBois, PA 15801

Richard H. Milgrub, Esq.
211 North Second Street
Clearfield, PA 16830

Anne E. Monti
Vs.
John M. Monti

Court No. 04-1563-CD; Superior Court No. 718 WDA 2009

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on June 29, 2009.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

FILED
04:00 PM
JUN 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

(58)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

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Date: 5/29/2009

Time: 06:29 PM

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Clearfield County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
10/8/2004	Filing: Divorce Complaint Additional Counts Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$30.00 (Check)	No Judge
	Filing: Divorce No Custody Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$95.00 (Check) 2 Cert. to Atty.	No Judge
10/20/2004	Affidavit of Service of Divorce Complaint filed by Atty. T. Cherry No cc.	No Judge
12/22/2004	AND NOW, this 22nd day of Dec. 2004, upon agreement of the parties the following Order is entered: (See Original) S/FJA 2 CC to T. Cherry.	Fredric Joseph Ammerman
6/16/2006	Certificate of Service, filed. That on this 13th day of June 2006, an original o Plaintiff's Request for Production of Documents were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No cc.	Fredric Joseph Ammerman
	Certificate of Service, filed. That on this 13th day of June 2006, an original o Plaintiff's First Set of Interrogatories to Defendant were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No CC.	Fredric Joseph Ammerman
6/19/2007	Motion for Appointment of Master, filed by Atty. Cherry. 3 Cert. to Atty.	Fredric Joseph Ammerman
6/20/2007	Order, this 20th day of June, 2007, Ordered that: Pre-Trial Conference shall be held on the 13th day of Sept., 2007 at 9:00 a.m. in Chambers. Cynthia B. Stewart, Esquire, is appointed as Master in Divorce. Master's Hearing shall be held in Hearing Room 3 on the 16th day of Nov., 2007 at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraise documents as well as any other documents by no later than Sept. 12, 2007. Each party shall by no later than Oct. 16, 2007 deposit the amount of \$250.00 with Prothonotary. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Milgrub, Cherry, Stewart	Fredric Joseph Ammerman
8/15/2007	Petition to Withdraw as Counsel, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
8/21/2007	Order, this 20th day of August, 2007, Richard H. Milgrub, Esquire, is permitted to withdraw as counsel on behalf of the Defendant. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub; 1CC Def. - 973 Treasure Lake, Caribbean Rd., DuBois, PA 15801	Fredric Joseph Ammerman
8/22/2007	Praeipce to Withdraw as Counsel, on behalf of John M. Monti, please withdraw my appearance. Filed by s/ Richard H. Milgrub, Esquire. No CC	Fredric Joseph Ammerman
9/7/2007	Defendant's Pretrial Statement, filed by s/ John M. Monti, Defendant. No CC Inventory and Appraisement, filed by s/ John M. Monti, Defendant. No CC Income and Expense Statement, filed by s/John M. Monti, Defendant. No C	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman
9/12/2007	Plaintiff's Pre-Trial Statement, filed by s/ Toni M. Cherry, Esquire. 4CC Atty Income and Expense Sheet, filed by s/ Toni M. Cherry, Esquire. 4CC Atty. Inventory, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman

Date: 6/29/2009

Time: 06:29 PM

Page 2 of 5

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
9/17/2007	Order, this 14th day of Sept., 2007, following pre-trial conference, 1. Master's Hearing will be held before Daniel A. Payne, Esquire, a full day on the 15th day of Nov. 2007 commencing at 9:00 a.m. in Hearing Room No. 3, and one-half day on the 16th day of Nov., 2007 commencing at 9:00 a.m. in Hearing Room No. 3. 2. Each party shall by no later than Oct. 16, 2007 deposit \$375.00 with the Prothonotary. 3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801; 1CC D. Payne (without memo)	Fredric Joseph Ammerman
10/11/2007	Filing: Divorce Master Fee Paid by: Anne E. Mathisen Receipt number: 1921021 Dated: 10/11/2007 Amount: \$375.00 (Check)	Fredric Joseph Ammerman
10/19/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921114 Dated: 10/19/2007 Amount: \$275.00 (Check)	Fredric Joseph Ammerman
11/16/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921479 Dated: 11/16/2007 Amount: \$100.00 (Check)	Fredric Joseph Ammerman
	Filing: Retake Prior Name Paid by: Monti, Anne E. (plaintiff) Receipt number: 1921487 Dated: 11/16/2007 Amount: \$10.00 (Cash) Anne E. Monti, To Be Known As Anne E. Mathisen. 6 Certificates to Plff.	Fredric Joseph Ammerman
	Affidavit of Consent, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
11/21/2007	Order, this 20th day of Nov., 2007, following Master's hearing, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Cherry; Def.; D. Payne; Court reporter	Fredric Joseph Ammerman
11/26/2007	Affidavit of Consent, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
1/16/2008	Order, this 15th day of Jan, 2008, Defendant's pro se request for a thirty day extension in which to file post hearing brief following Master's hearing is granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	Fredric Joseph Ammerman
3/19/2008	Entry of Appearance, on behalf of Defendant, enter appearance of Earle D. Lees, Esquire. Filed by s/ Earle D. Lees, Jr., Esquire. 1CC Atty. Lees	Fredric Joseph Ammerman
8/13/2008	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, on November 15, 2007 and November 16, 2007, filed.	Fredric Joseph Ammerman
1/8/2009	Petition For Special Relief, filed by s Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
1/12/2009	Rule, this 9th day of Jan., 2009, upon consideration of the Defendant's Petition for Special Relief, it is Ordered that a Rule be issued upon the Plaintiff. Rule returnable by hearing the 6th day of Feb., 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman

Date: 6/29/2009

Time: 06:29 PM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/13/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing was served upon Toni M. Cherry Esquire by regular first class mail this 12th day of January 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
2/5/2009	Fredric Joseph Ammerman
Answer to Petition For Special Relief, filed by s/ Toni M. Cherry	
2/10/2009	Fredric Joseph Ammerman
Order, this 6th day of Feb., 2009, hearing on Defendant's Petition for Special Relief is Continued to Feb. 23, 2009 at 10:00 a.m. Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	
Order, this 6th day of Feb., 2009, it is Ordered that the Prothonotary note the withdrawal of Earle D. Lees, Jr., Esquire as attorney for the Defendant. The Prothonotary shall enter the appearance of Reichard H. Milgrub, Esquire as attorney for the Defendant. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub; 1CC Atty. Lees (without memo)	
2/13/2009	Fredric Joseph Ammerman
Report and Recommendation of Master, filed by s/ Daniel A. Payne, Esquire 4CC Atty. Payne	
2/23/2009	Fredric Joseph Ammerman
Exhibits From Master's Hearing, filed by s/ Daniel A. Payne, Esquire. No CC	
3/2/2009	Fredric Joseph Ammerman
Order, this 20th day of Feb., 2009, the hearing on the Petition for Special Relief which has been rescheduled for Feb. 23, 2009 is continued. Argument on the exceptions to the Master's Report is scheduled for the 12th of March, 2009, at 2:15 p.m. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
Order, this 2nd day of March, 2009, it is Ordered that Hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief is scheduled for April 16, 2009 at 1:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub	
3/5/2009	Fredric Joseph Ammerman
Exceptions to Master's Report, filed by s/ Richard H. Milgrub Esq. 2CC Atty.	
3/31/2009	Fredric Joseph Ammerman
Divorce Decree/Dated: March 30, 2009. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Milgrub and T. Cherry March 31, 2009, Vital Statistics information reported to New Castle, PA.	
Order NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED. It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows: (see original for details) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: T. Cherry and Milgrub and 1CC D. Payne (without memo)	
4/14/2009	Fredric Joseph Ammerman
Praecipe to Withdraw Petition for Special Relief, filed by s/ Richard H. Milgrub, Esquire. 1CC atty. Milgrub	
Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
Amended Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub Esq	

Date: 5/29/2009

Time: 06:29 PM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
4/20/2009	Order, AND NOW, this 16 day of April 2009, upon consideration of the Defendant's Amended Motion for Alimony Adjustment, it is hereby ORDERED AND DECREED that hearing on said Motion for the 3rd day of June 2009 at 2:30 pm in Courtroom No. 1. 1 1/2 hour(s) has/have been allotted for said hearing. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub.	Fredric Joseph Ammerman
4/21/2009	Certificate of Service, filed. That a certified copy of the Defendant's Motion f Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing was served upon Toni M. Cherry Esq., this 20th day of April 2009 by first class mail, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
4/28/2009	Filing: Notice of Appeal to High Court Paid by: Milgrub, Richard H. (attorne Monti, John M.) Receipt number: 1929201 Dated: 4/28/2009 Amount: \$50.00 (Check) For: Monti, John M. (defendant)filed by s/Richard H. Milgrul Esq. One CC with check to Superior Court Five CC Attorney Milgrub Application for Supercedeas by Defendant, John M. Monti, Pending Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub Proof of Service, filed. That the Notice of Appeal was served by first class mail to Toni M. Cherry Esq., and by service in person to Honorable Fredric . Ammerman, Daniel Nelson and Tom Snyder, filed by s/ Richard H. Milgrub Esq. No CC. Request for Transcript, filed by s/Richard H. Milgrub, Esq. One CC Superio Court Four CC Attorney Milgrub	Fredric Joseph Ammerman
	Order, NOW, this 28th day of April, 2009, Appellant to file a concise statement within 21 days. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys T. Cherry and R. Milgrub	Fredric Joseph Ammerman
4/29/2009	Order, this 29th day of April, 2009, a hearing on Defendant's Application for Supercedeas, Pending Appeal, is scheduled for the 8th day of May, 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman
4/30/2009	Certificate of Service, filed. Hereby certify that Defendant's Application for Supercedeas by Defendant, John M. Monti, pending appeal, and order scheduling hearing was served upon Toni M. Cherry Esq. on this 30th day o April 2009 and also via facsimile transmission on April 30, 2009, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
5/8/2009	Appeal Docket Sheet from Superior Court of Pennsylvania, case number 71 WDA 2009, filed.	Fredric Joseph Ammerman
5/12/2009	Order, this 8th day of May, 2009, following argument on Defendant's Application for Supersedeas, it is Ordered that counsel supply the Court with a letter brief by no later than May 12, 2009, along with a proposed Order being submitted by Attorney Milgrub. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
5/13/2009	Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esquire. 1CC Atty.	Fredric Joseph Ammerman

Date: 6/29/2009

Time: 06:29 PM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
5/18/2009	Fredric Joseph Ammerman
Order AND NOW, this 15th day of May 2009, upon consideration of the Defendant's request for a supercedeas pending appeal, it is the ORDER of this Court that said requested is granted. Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway Piano, and a judgment note from defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate. IT IS THE FURTHER ORDER OF THIS COURT that the defendant shall keep the mortgage payments on both the former marital residence and the commercial real estate current. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Milgrub.	
5/20/2009	Fredric Joseph Ammerman
Opinion, May 20, 2009, this Court requests that this matter be remanded by the Superior Court for correction of amount to be paid by Def. to Plff. for equitable distribution. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub; 1CC Superior Court (without memo)	
6/8/2009	Fredric Joseph Ammerman
Transcript of Proceedings, filed. Argument on Defendant's Exceptions to Master's Report, held before Fredric J. Ammerman, Pres. Judge, on March 12, 2009.	

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUN 29 2009

Attest.

William A. B...
Prothonotary/
Clerk of Courts

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

*
*
*
* No. 2004-1563-CD
*
*
*

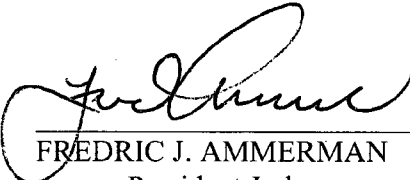
OPINION

Upon further review by this Court of the Master's Report and Recommendation, the Court requests that the matter be remanded by the Superior Court for correction. The amount to be paid by Defendant to Plaintiff for equitable distribution is incorrect due to a substantial mathematical error. The increased value of the Plaintiff's pension during the marriage must be more fully addressed.

The case is on appeal to the Superior Court (Docket No. 718 WDA 2009) and this Court believes it has no jurisdiction to make the corrections without a remand of the record.

BY THE COURT,

May 20th, 2009


FREDRIC J. AMMERMAN
President Judge

FILED
04:00 PM
MAY 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

ICC Superior Court
(without memo)

519

FILED

MAY 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE 5/20/09

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

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

ANNE E. MONTI,

Plaintiff

-vs-

JOHN M. MONTI,

Defendant

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No. 04-1563-CD

ORDER

AND NOW, this 15th day of May, 2009, upon consideration of the Defendant's request for a supercedeas pending appeal, it is the ORDER of this Court that said request is granted.

Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway piano, and a judgment note from Defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate.

IT IS THE FURTHER ORDER OF THIS COURT that the Defendant shall keep the mortgage payments on both the former marital residence and the commercial real estate current.

BY THE COURT:

Judith J. Ammann

President Judge

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

FILED 200
MAY 18 2009
Att'y milgrub

William A. Shaw
Prothonotary/Clerk of Courts

55

FILED

MAY 18 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/18/09

☒ You are responsible for serving all appropriate parties.

____ The Prothonotary's office has provided service to the following parties:

____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) ____ Defendant(s) Attorney

____ Special Instructions:

○

○

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 04-1563-CD

(Pa.Super. 718 WDA 2009)

Type of Action:
Divorce

Type of Pleading:
1925(B) Statement of Errors
Complained of on Appeal

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

FILED

0 3:00 p.m. 6K

MAY 13 2009

3 William A. Shaw
Prothonotary/Clerk of Courts

ice Atty

(60)

#54

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

ANNE E. MONTI

Plaintiff

Vs.

JOHN M. MONTI

Defendant

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No. 04- 1563-CD

(Pa. Super. 718 WDA 2009)

1925(B) STATEMENT OF ERRORS COMPLAINED OF ON APPEAL

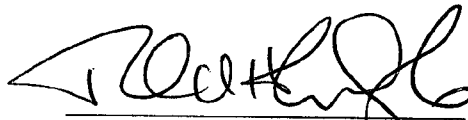
And now comes the Defendant by and through his attorney, Richard H. Milgrub, Esquire
and files the following statement pursuant to Rule 1925(B):

1. Upon review of this Court's Order dismissing his objections to the recommendations of the Master and confirming the same, the Defendant can not readily discern the reasoning behind the Court's abbreviated decision and as such can not with specificity enumerate his objections except in general terms.
2. By reason of the premises, Defendant reserves the right to supplement and refine his objections upon review of any supplemental opinion issued by this Honorable Court without waiver.
3. The errors complained of are as follows:
 - a. Did not the Court and Master err as a matter of fact and law in considering the testimony of Anne E. Monte as to her mental and physical condition in arriving at a determination of the distribution of marital property, alimony and attorney's fee in that no medical evidence was provided in support thereof?
 - b. Did not the Court and Master err as a matter of fact and law in weighing the

respective parties prior earning history, future earning capacity and acquired job skills in arriving at a determination as to the distribution of the marital property, alimony and attorney's fee?

- c. Did not the Court and Master err as a matter of fact and law in failing to consider and properly value all of the marital assets and debts of the parties to the Divorce action?

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Milgrub', written over a horizontal line.

Richard H. Milgrub, Esquire
Attorney for John M. Monti

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

ANN E. MONTI, A/K/A

ANN E. MATHISEN

VS.

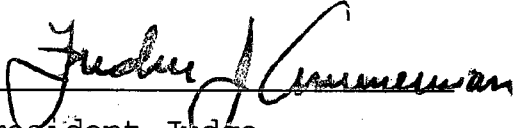
JOHN M. MONTI

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) NO. 04-1563-CD
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O R D E R

NOW this 8th day of May, 2009, following argument on Defendant's Application for Supersedeas, it is the ORDER of this Court that counsel supply the Court with a letter brief by no later than Tuesday, May 12, 2009, along with a proposed Order being submitted by Attorney Milgrub.

BY THE COURT,



President Judge

⁵ FILED
01:10:19/09
MAY 12 2009
William A. Shaw
Prothonotary/Clerk of Courts
2cc Mys: T. Cherry
Milgrub

53

FILED

MAY 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/12/09

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

COPY

12:47 P.M.

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 718 WDA 2009

Page 1 of 3

May 4, 2009



Anne E. Monti

v.

John M. Monti, Appellant

04-1563-CD

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: April 29, 2009

Awaiting Original Record

Journal Number:

Case Category: Domestic Relations

CaseType: Divorce

Consolidated Docket Nos.:

Related Docket Nos.:

SCHEDULED EVENT

Next Event Type: Case Initiation

Next Event Due Date: April 29, 2009

Next Event Type: Receive Docketing Statement

Next Event Due Date: May 18, 2009

Next Event Type: Original Record Received

Next Event Due Date: June 29, 2009

FILED

019:4061
MAY 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

RECEIVED

MAY - 6 2009

DOMESTIC RELATIONS SECTION
CLEARFIELD COUNTY

5/4/2009

3023

#52

12:47 P.M.

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 718 WDA 2009

Page 2 of 3

May 4, 2009



COUNSEL INFORMATION

Appellant Monti, John M

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellant Attorney Information:

Attorney: Milgrub, Richard H.

Bar No.: 19865

Law Firm: Law Offices of Richard H. Milgrub

Address: 211 N Second Street

Clearfield, PA 16830-2538

Phone No.: (814)765-1717

Fax No.: (814)765-4410

Receive Mail: Yes

E-Mail Address: mlaw@atlanticbb.net

Receive E-Mail: No

Appellee Monti, Anne E

Pro Se: Appoint Counsel Status:

IFP Status:

Appellee Attorney Information:

Attorney: Cherry, Toni M.

Bar No.: 30205

Law Firm: Gleason, Cherry and Cherry, L.L.P.

Address: One North Franklin Street

P.O. Box 505

DuBois, PA 15801-0505

Phone No.: (814)371-5800

Fax No.:

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

FEE INFORMATION

Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
4/28/09	Notice of Appeal	60.00	60.00	2009SPRWD000405

TRIAL COURT/AGENCY INFORMATION

Court Below: Clearfield County Court of Common Pleas

County: Clearfield

Date of Order Appealed From: March 30, 2009

Date Documents Received: April 29, 2009

Order Type: Order Entered

Division: Domestic Relations

Judicial District: 46

Date Notice of Appeal Filed: April 28, 2009

OTN:

Judge: Frederic Ammerman, PJ

Lower Court Docket No.: No. 04-1568-09
DOMESTIC RELATIONS SECTION
CLEARFIELD COUNTY

RECEIVED
MAY - 6 2009

ORIGINAL RECORD CONTENTS

5/4/2009

3023

12:47 P.M.

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 718 WDA 2009

Page 3 of 3

May 4, 2009



Original Record Item

Filed Date

Content/Description

Date of Remand of Record:

BRIEFS

DOCKET ENTRIES

Filed Date	Docket Entry/Document Name	Party Type	Filed By
April 29, 2009	Notice of Appeal Filed	Appellant	Monti, John M
May 4, 2009	Docketing Statement Exited (Domestic Relations)		Western District Filing Office

RECEIVED

MAY - 6 2009

DOMESTIC RELATIONS SECTION
CLEARFIELD COUNTY

5/4/2009

3023

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 04-1563-CD

Type of Action:
Divorce

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

FILED No. CC
01123861
APR 30 2009
William A. Shaw
Prothonotary/Clerk of Courts

#51

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

ANNE E. MONTI,

Plaintiff

-vs-

JOHN M. MONTI,

Defendant

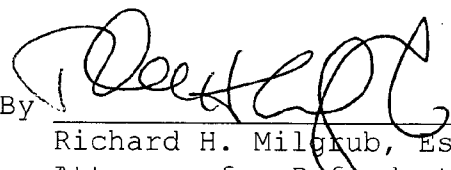
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No. 04-1563-CD

CERTIFICATE OF SERVICE

I, Richard H. Milgrub, Esquire, do hereby certify that Defendant's Application for Supercedeas by Defendant, John M. Monti, Pending Appeal, and Order scheduling hearing for May 8, 2009 at 3:00 p.m. was served upon the Plaintiff's attorney of record, Toni M. Cherry, Esquire, PO Box 505, DuBois, Pennsylvania 15801, by depositing the same in the United States Postal Service regular first-class, postage prepaid mail this 30th day of April, 2009, and also via facsimile transmission on April 30, 2009.

By


Richard H. Milgrub, Esquire
Attorney for Defendant

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

ANNE E. MONTI,

Plaintiff

-vs-

JOHN M. MONTI,

Defendant

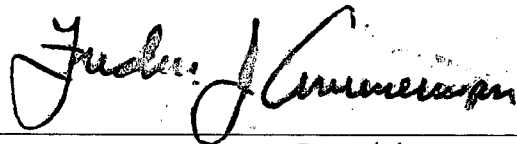
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No. 04-1563-CD

ORDER

AND NOW, this 29th day of April, 2009, upon consideration of the Defendant's Application for Supercedeas by Defendant, John M. Monti, Pending Appeal, a hearing on said Application is scheduled for the 8th day of MAY, 2009 at 3:00 p.m. in Courtroom 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. 1/2 hours(s) has/have been allotted for said hearing.

BY THE COURT:



President Judge

FILED ^{icc}

01214660
APR 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

#50

FILED

APR 29 2009

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

DATE: 4/29/09

X You are responsible for serving all appropriate parties.

___ The Prothonotary's office has provided service to the following parties:

___ Plaintiff(s) ___ Attorney ___ Other

___ Defendant(s) ___ Defendant(s) Attorney

___ Special Instructions:

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

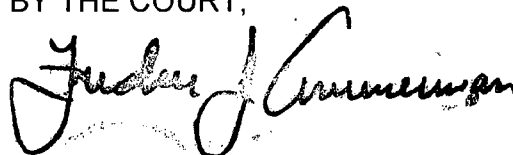
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NO. 04-1563-CD

ORDER

NOW, this 28th day of April, 2009, this Court having been notified of Appeal to the Superior Court of Pennsylvania in the above-captioned matter; it is the ORDER of this Court that John M. Monti, Appellant, file a concise statement of the matters complained of on said Appeal no later than twenty-one (21) days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

APR 28 2009

William A. Shaw
Prothonotary/Clerk of Courts

2cc Amy:
T. Cherry
Milgrob

#49

FILED

APR 28 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/28/09

 You are responsible for serving all appropriate parties.

 X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

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

ANNE E. MONTI,

Plaintiff

-vs-

JOHN M. MONTI,

Defendant

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No. 04-1563-CD

Type of Action:
Divorce

Type of Pleading:
Request for Transcript

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

² FILED 1cc
d/1/20301 Sup Court
APR 28 2009 4cc
William A. Shaw
Prothonotary/Clerk of Courts Amy Milgrub

#48

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

ANNE E. MONTI,

Plaintiff

-vs-

JOHN M. MONTI,

Defendant

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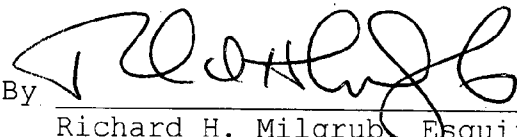
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No. 04-1563-CD

REQUEST FOR TRANSCRIPT

A Notice of Appeal having been filed in this matter,
the official Court Reporter is hereby Ordered to produce, certify
and file the transcript in this matter in conformity with Rule
1922 of the Pennsylvania Rules of Appellate Procedure.

By


Richard H. Milgrub, Esquire

By


Earle D. Lees, Jr., Esquire

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 04-1563-CD

Type of Action:
Divorce

Type of Pleading:
Proof of Service

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

FILED *no*
01:41 PM *CC*
APR 28 2009
William A. Shaw
Prothonotary/Clerk of Courts

47

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

ANNE E. MONTI,

Plaintiff

-vs-

JOHN M. MONTI,

Defendant

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No. 04-1563-CD

PROOF OF SERVICE

I hereby certify that I am this day serving the Notice of Appeal upon the person and in the manner indicated below, which service satisfies the requirements of Pa.R.A.P. 121.

Service by first-class mail addressed as follows:

Toni M. Cherry, Esquire
PO Box 505
DuBois, PA 15801
(814) 371-5800

Service in person as follows:

Honorable Fredric J. Ammerman
President Judge
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

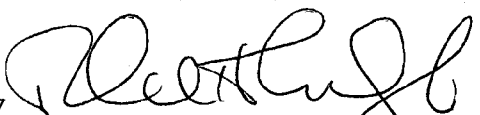
Daniel Nelson
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

Tom Snyder
Official Court Reporter
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

Date: 4/26/09

By



Richard H. Milgrub, Esquire
Attorney for Defendant

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 04-1563-CD

Type of Action:
Divorce

Type of Pleading:
Application for Supercedeas
by Defendant, John M. Monti,
Pending Appeal

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

FILED
01106/51
APR 28 2009

William A. Shaw
Prothonotary/Clerk of Courts

icc
Atty Milgrub

(611)

(415)

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

ANNE E. MONTI,	*	
Plaintiff	*	
	*	
-vs-	*	No. 04-1563-CD
	*	
JOHN M. MONTI,	*	
Defendant	*	

APPLICATION FOR SUPERCEDEAS
BY DEFENDANT, JOHN M. MONTI, PENDING APPEAL

AND NOW, comes Your Petitioner, John M. Monti, by and through his attorney, Richard H. Milgrub, Esquire, who respectfully petitions the Court pursuant to Pa.R.A.P. 1733(a) for the entry of an Order of Supercedeas and in support thereof, represents the following:

1. On March 30, 2009, Your Honorable Court entered an Order dismissing Petitioner's filed Exceptions to the Master's Report and Recommendation and approved the Report and Recommendation of the Master. Attached hereto and marked Exhibit "A" is a copy of said Order.

2. Pursuant to said Report and Recommendation of the Master, as approved by the Court, Petitioner, was to pay the Respondent One hundred sixty-eight thousand seven hundred forty-six (\$168,746.00) Dollars no later than sixty (60) days by certified check.

3. Furthermore, Petitioner was to pay Respondent's counsel Seven thousand two hundred ten (\$7,210.00) Dollars within no more than one hundred twenty (120) days from the date of the Order.

4. Finally, Petitioner was directed to pay Respondent the sum of One thousand eighty (\$1,080.00) Dollars per month alimony payments for a period of two (2) years.

5. Subsequently, on April 28, 2009, the Petitioner filed an appeal of said Order to the Superior Court of Pennsylvania.

6. Pa.R.A.P. 1733(c) covers the situation in that on application for a supercedeas, the security shall be fixed by the Lower Court in an amount said Court deems just and proper.

7. In order for Petitioner to effectuate the Order set forth, Petitioner would have to have a fire sale and sell everything, including, but not limited to, his personal residence, rental properties, car, and personal belongings to attempt to come up with the amount ordered to be paid.

8. Because of the current economic climate, Petitioner will not be able to sell the various items for the appraised values that were presented at the Master's Hearing which took place in December of 2007.

9. Petitioner is currently unemployed, receiving unemployment compensation, and is unable to even attempt to

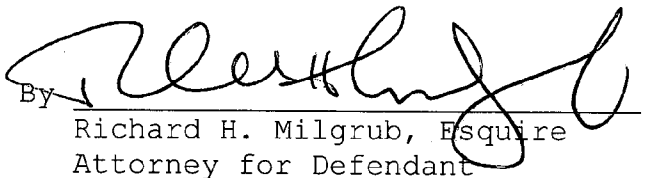
refinance the mortgages on the real estate presently in his possession.

10. Petitioner is hopeful that at some point, when the economic market improves, he might be able to secure appropriate employment, might be able to sell the items listed, and make payment to the Respondent.

11. Petitioner has filed an appeal and it is hopeful that if said appeal is successful, it would affect the ultimate payout to Respondent and to force a sale of all of the items at this time might require the sale of items at a reduced price which might not even be necessary.

12. Respondent does have adequate security because the real properties are all titled in joint names. The mortgages on said properties are presently current.

WHEREFORE, Your Petitioner respectfully requests that Your Honorable Court enter an Order that all further actions on the Court's Order concerning the distribution of marital assets, including payment to the Respondent, attorney fees, and alimony, be stayed pending the determination of the appeal.

By 
Richard H. Milgrub, Esquire
Attorney for Defendant

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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* NO. 04-1563-CD
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ORDER

NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by Defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED.

It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows:

1. The Master's findings of fact, conclusions of law and schedules are adopted herein as though set forth in full.
2. Based on the economic analysis which is more fully defined on "Schedule C Recapitulation" the following distribution of marital assets is ordered:
 - a. Husband shall receive the marital residence located at 973 Treasure Lake, DuBois, Pennsylvania. Husband shall also receive the renal properties located at 511 and 511 ½ Pifer Street, DuBois, Pennsylvania and the unit located at 201 N. 5th Street, Reynoldsville, Pennsylvania. Wife's execution and exchange of any titles, deeds or other documents

Exhibit "A"

- necessary to complete the transfer of ownership to Husband of the real property shall be effectuated within 60 days of this Order.
- b. Both parties shall keep all of the personal marital property currently in his or her possession as is more fully described in "Schedule A Marital Assets." If necessary the execution and exchange of any titles or other documents required to transfer ownership interest in any personal property to the assigned owner shall be effectuated within 60 days of this Order.
 - c. Wife shall receive the assets as outlined in Schedule A, attached hereto.
 - d. Husband shall receive the assets as outlined in Schedule A, attached hereto.
 - e. Husband shall assume the designated marital liabilities as set forth on Schedule B.
3. Husband is directed to pay the sum of \$1,080.00 per month in alimony to Wife for a period of two (2) years with the first payment being the first day of the month following the date of this Order. Payments are to be made to and distributed by, the Clearfield County Domestic Relations Section.
4. Husband shall pay Wife's counsel fees within no more than 120 days of the date of this Order. Said payment is to be made payable to the law firm of Gleason, Cherry and Cherry, LLP by certified check or money order.

5. The certain items of non-marital property shall be awarded to each party as designated on Schedule D.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

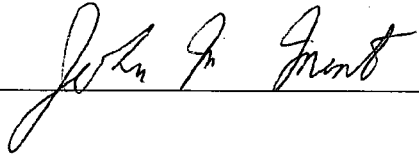
MAR 31 2009

Attest.

William J. Shaw
Prothonotary/
Clerk of Courts

I, John M. Monti, verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 4/27/09



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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 04-1563-CD

Type of Action:
Divorce

Type of Pleading:
Notice of Appeal

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

FILED ICC w/ check
01/02/09 #3693 to Sup.
APR 28 2009 Court
SCC
William A. Shaw
Prothonotary/Clerk of Courts
Any Milgrub
Any Rd.
50.00
#45

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

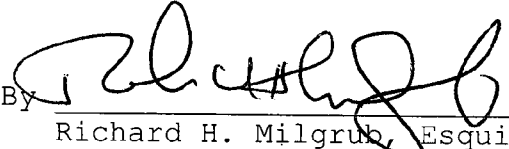
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No. 04-1563-CD

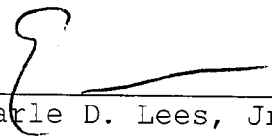
NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT JOHN M. MONTI, DEFENDANT
ABOVE, NAMED, HEREBY APPEALS TO THE SUPERIOR COURT OF
PENNSYLVANIA FROM THE ORDER ENTERED IN THIS MATTER ON THE 30TH
DAY OF MARCH, 2009. THIS ORDER HAS BEEN ENTERED IN THE DOCKET AS
EVIDENCED BY THE ATTACHED COPY OF THE DOCKET ENTRY.

By


Richard H. Milgrub, Esquire

By


Earle D. Lees, Jr., Esquire

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

Date: 4/24/2009

Time: 02:32 PM

Page 1 of 4

Cleaveland County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
10/8/2004	Filing: Divorce Complaint Additional Counts Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$30.00 (Check)	No Judge
	Filing: Divorce No Custody Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$95.00 (Check) 2 Cert. to Atty.	No Judge
10/20/2004	Affidavit of Service of Divorce Complaint filed by Atty. T. Cherry No cc.	No Judge
12/22/2004	AND NOW, this 22nd day of Dec. 2004, upon agreement of the parties the following Order is entered: (See Original) S/FJA 2 CC to T. Cherry.	Fredric Joseph Ammerman
6/16/2006	Certificate of Service, filed. That on this 13th day of June 2006, an original o Plaintiff's Request for Production of Documents were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No cc.	Fredric Joseph Ammerman
	Certificate of Service, filed. That on this 13th day of June 2006, an original o Plaintiff's First Set of Interrogatories to Defendant were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No CC.	Fredric Joseph Ammerman
6/19/2007	Motion for Appointment of Master, filed by Atty. Cherry. 3 Cert. to Atty.	Fredric Joseph Ammerman
6/20/2007	Order, this 20th day of June, 2007, Ordered that: Pre-Trial Conference shall be held on the 13th day of Sept., 2007 at 9:00 a.m. in Chambers. Cynthia B. Stewart, Esquire, is appointed as Master in Divorce. Master's Hearing shall be held in Hearing Room 3 on the 16th day of Nov., 2007 at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraise documents as well as any other documents by no later than Sept. 12, 2007. Each party shall by no later than Oct. 16, 2007 deposit the amount of \$250.00 with Prothonotary. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Milgrub, Cherry, Stewart	Fredric Joseph Ammerman
8/15/2007	Petition to Withdraw as Counsel, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
8/21/2007	Order, this 20th day of August, 2007, Richard H. Milgrub, Esquire, is permitted to withdraw as counsel on behalf of the Defendant. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub; 1CC Def. - 973 Treasure Lake, Caribbean Rd., DuBois, PA 15801	Fredric Joseph Ammerman
8/22/2007	Praecipe to Withdraw as Counsel, on behalf of John M. Monti, please withdraw my appearance. Filed by s/ Richard H. Milgrub, Esquire. No CC	Fredric Joseph Ammerman
9/7/2007	Defendant's Pretrial Statement, filed by s/ John M. Monti, Defendant. No CC Inventory and Appraisement, filed by s/ John M. Monti, Defendant. No CC Income and Expense Statement, filed by s/John M. Monti, Defendant. No C	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman
9/12/2007	Plaintiff's Pre-Trial Statement, filed by s/ Toni M. Cherry, Esquire. 4CC Atty Income and Expense Sheet, filed by s/ Toni M. Cherry, Esquire. 4CC Atty. Inventory, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman

Date: 4/24/2009

Time: 02:32 PM

Page 2 of 4

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
9/17/2007	Order, this 14th day of Sept., 2007, following pre-trial conference, 1. Master's Hearing will be held before Daniel A. Payne, Esquire, a full day on the 15th day of Nov. 2007 commencing at 9:00 a.m. in Hearing Room No. 3, and one-half day on the 16th day of Nov., 2007 commencing at 9:00 a.m. in Hearing Room No. 3. 2. Each party shall by no later than Oct. 16, 2007 deposit \$375.00 with the Prothonotary. 3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801; 1CC D. Payne (without memo)	Fredric Joseph Ammerman
10/11/2007	Filing: Divorce Master Fee Paid by: Anne E. Mathisen Receipt number: 1921021 Dated: 10/11/2007 Amount: \$375.00 (Check)	Fredric Joseph Ammerman
10/19/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921114 Dated: 10/19/2007 Amount: \$275.00 (Check)	Fredric Joseph Ammerman
11/16/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921479 Dated: 11/16/2007 Amount: \$100.00 (Check)	Fredric Joseph Ammerman
	Filing: Retake Prior Name Paid by: Monti, Anne E. (plaintiff) Receipt number: 1921487 Dated: 11/16/2007 Amount: \$10.00 (Cash) Anne E. Monti, To Be Known As Anne E. Mathisen. 6 Certificates to Plff.	Fredric Joseph Ammerman
	Affidavit of Consent, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
11/21/2007	Order, this 20th day of Nov., 2007, following Master's hearing, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Cherry; Def.; D. Payne; Court reporter	Fredric Joseph Ammerman
11/26/2007	Affidavit of Consent, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
1/16/2008	Order, this 15th day of Jan, 2008, Defendant's pro se request for a thirty day extension in which to file post hearing brief following Master's hearing is granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	Fredric Joseph Ammerman
3/19/2008	Entry of Appearance, on behalf of Defendant, enter appearance of Earle D. Lees, Esquire. Filed by s/ Earle D. Lees, Jr., Esquire. 1CC Atty. Lees	Fredric Joseph Ammerman
3/13/2008	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, on November 15, 2007 and November 16, 2007, filed.	Fredric Joseph Ammerman
1/8/2009	Petition For Special Relief, filed by s Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
1/12/2009	Rule, this 9th day of Jan., 2009, upon consideration of the Defendant's Petition for Special Relief, it is Ordered that a Rule be issued upon the Plaintiff. Rule returnable by hearing the 6th day of Feb., 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman

Date: 4/24/2009

Time: 02:32 PM

Page 3 of 4

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/13/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing was served upon Toni M. Cherry Esquire by regular first class mail this 12th day of January 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
2/5/2009	Fredric Joseph Ammerman
Answer to Petition For Special Relief, filed by s/ Toni M. Cherry	
2/10/2009	Fredric Joseph Ammerman
Order, this 6th day of Feb., 2009, hearing on Defendant's Petition for Special Relief is Continued to Feb. 23, 2009 at 10:00 a.m. Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	
Order, this 6th day of Feb., 2009, it is Ordered that the Prothonotary note the withdrawal of Earle D. Lees, Jr., Esquire as attorney for the Defendant. The Prothonotary shall enter the appearance of Reichard H. Milgrub, Esquire as attorney for the Defendant. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub; 1CC Atty. Lees (without memo)	
2/13/2009	Fredric Joseph Ammerman
Report and Recommendation of Master, filed by s/ Daniel A. Payne, Esquire 4CC Atty. Payne	
2/23/2009	Fredric Joseph Ammerman
Exhibits From Master's Hearing, filed by s/ Daniel A. Payne, Esquire. No CC	
3/2/2009	Fredric Joseph Ammerman
Order, this 20th day of Feb., 2009, the hearing on the Petition for Special Relief which has been rescheduled for Feb. 23, 2009 is continued. Argument on the exceptions to the Master's Report is scheduled for the 12th of March, 2009, at 2:15 p.m. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
Order, this 2nd day of March, 2009, it is Ordered that Hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief is scheduled for April 16, 2009 at 1:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub	
3/5/2009	Fredric Joseph Ammerman
Exceptions to Master's Report, filed by s/ Richard H. Milgrub Esq. 2CC Atty.	
3/31/2009	Fredric Joseph Ammerman
Divorce Decree/Dated: March 30, 2009. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Milgrub and T. Cherry	
March 31, 2009, Vital Statistics information reported to New Castle, PA.	
Order NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED. It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows: (see original for details) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: T. Cherry and Milgrub and 1CC D. Payne (without memo)	
4/14/2009	Fredric Joseph Ammerman
Praecipe to Withdraw Petition for Special Relief, filed by s/ Richard H. Milgrub, Esquire. 1CC atty. Milgrub	
Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
Amended Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub Esq	
1CC Atty Milgrub.	

Date: 4/24/2009

Time: 02:32 PM

Page 4 of 4

Clerkfield County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
4/20/2009	Order, AND NOW, this 16 day of April 2009, upon consideration of the Defendant's Amended Motion for Alimony Adjustment, it is hereby ORDERED AND DECREED that hearing on said Motion for the 3rd day of June 2009 at 2:30 pm in Courtroom No. 1. 1 1/2 hour(s) has/have been allotted for said hearing. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub.	Fredric Joseph Ammerman
4/21/2009	Certificate of Service, filed. That a certified copy of the Defendant's Motion for Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing was served upon Toni M. Cherry Esq., this 20th day of April 2009 by first class mail, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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* NO. 04-1563-CD
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ORDER

NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by Defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED.

It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows:

1. The Master's findings of fact, conclusions of law and schedules are adopted herein as though set forth in full.
2. Based on the economic analysis which is more fully defined on "Schedule C Recapitulation" the following distribution of marital assets is ordered:
 - a. Husband shall receive the marital residence located at 973 Treasure Lake, DuBois, Pennsylvania. Husband shall also receive the renal properties located at 511 and 511 1/2 Pifer Street, DuBois, Pennsylvania and the unit located at 201 N. 5th Street, Reynoldsville, Pennsylvania. Wife's execution and exchange of any titles, deeds or other documents

necessary to complete the transfer of ownership to Husband of the real property shall be effectuated within 60 days of this Order.

- b. Both parties shall keep all of the personal marital property currently in his or her possession as is more fully described in "Schedule A Marital Assets." If necessary the execution and exchange of any titles or other documents required to transfer ownership interest in any personal property to the assigned owner shall be effectuated within 60 days of this Order.
 - c. Wife shall receive the assets as outlined in Schedule A, attached hereto.
 - d. Husband shall receive the assets as outlined in Schedule A, attached hereto.
 - e. Husband shall assume the designated marital liabilities as set forth on Schedule B.
3. Husband is directed to pay the sum of \$1,080.00 per month in alimony to Wife for a period of two (2) years with the first payment being the first day of the month following the date of this Order. Payments are to be made to and distributed by, the Clearfield County Domestic Relations Section.
4. Husband shall pay Wife's counsel fees within no more than 120 days of the date of this Order. Said payment is to be made payable to the law firm of Gleason, Cherry and Cherry, LLP by certified check or money order.

5. The certain items of non-marital property shall be awarded to each party as designated on Schedule D.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

I hereby certify that this is a true
and correct copy of the original
statement filed in this case.

MAR 21 2004

Affect.

LINE AL
Prothonotary/
Clerk of Courts

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 04-1563-CD

PROPOSED ORDER and

SCHEDULES OF DISTRIBUTION

NOW, this _____ day of February, 2009, each party having previously executed and filed an Affidavit of Consent and a Waiver of Notice of Intention to Request Entry of a Divorce Decree under § 3301 of the Divorce Code, but a final entry Decree of Divorce having not been entered: a Master's Hearing on outstanding issues having been held on November 15 and 16, 2007, it is the recommendation of the Master as follows:

1. The Master hereby assigns values and possessions of the various items of marital property pursuant to Schedule A Marital Assets and further assigns value and responsibility for the various marital liabilities pursuant to Schedule B Marital Liabilities, both Schedules being attached hereto.
2. The Master determines that the total value of the marital assets is \$393,452.85 and the total value of the marital liabilities is \$196,514.02. From these figures the total net value of the marital estate is \$196,936.83.
3. The Master finds that a distribution scheme of 65% to 35% in favor of Wife is appropriate.

4. Pursuant to the aforementioned schedules Wife is receiving in kind marital assets worth \$14,096.00. Wife is assuming no marital debt. Husband is receiving marital assets worth \$379,356.00. However, Husband is assuming \$196,514.02 in marital debt. Under this distribution system in order to effectuate a 65 / 35 split, in favor of Wife, Husband will have to pay Wife the sum of \$168,746.00. Said sum is to be paid to Wife in no later than 60 days by certified check.
5. Based on the economic analysis which is more fully defined on the Recapitulation Schedule C attached hereto the following distribution of marital assets is recommended:
 - a. Husband shall receive the marital residence located at 973 Treasure Lake, DuBois, Pennsylvania. Husband shall also receive the rental properties located at 511 and 511 ½ Pifer Street, DuBois, Pennsylvania and the unit located at 201 No. 5th Street, Reynoldsville, Pennsylvania. Wife's execution and exchange of any titles, deeds or other documents necessary to complete the transfer of ownership to Husband of the real property shall be effectuated within 60 days of this Order.
 - b. Both parties shall keep all of the personal marital property currently in his or her possession as is more fully described in Schedule A Marital Assets. If necessary the execution and exchange of any titles or other documents required to transfer ownership interest in any personal property to the assigned owner shall be effectuated within 60 of this Order.

- c. Wife shall receive the assets as outlined in Schedule A attached hereto.
- d. Husband shall receive the assets as outlined in Schedule A attached hereto.
- e. Husband shall assume the designated martial liabilities as set forth on Schedule B.
- f. Husband is directed to pay the sum of \$1,080.00 per month in alimony to Wife for a period of two years with the first payment being due the first day of the month following the date of this Order. Payments are to be made to and distributed by, the Clearfield County Domestic Relations Section.
- g. Husband shall pay Wife's counsel fees in the total amount of \$7,210.00 within no more than 120 days of the date of this Order. Said payment is to be made payable to the law firm of Gleason, Cherry and Cherry by certified check or money order.
- h. The Master determines that certain items of property are non-marital and awards possession of the same to the party designated on Schedule D.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

Monti v. Monti

Schedule A - Marital Assets

Asset	Value	Distribution
1 Martial Residence		
1 973 Treasure Lake, DuBois, PA	\$174,500.00	Husband
Rental Property (2 units)		
2 511 & 511 1/2 Pifer Street, DuBois, PA	\$66,200.00	Husband
Rental Property		
3 201 N. 5th Street, Reynoldsville, PA	\$35,900.00	Husband
4 2003 Monte Carlo SS Coupe	\$14,000.00	Wife
5 2003 Chevrolet Z06 Corvette*	No equity present	Husband
6 1998 Sylvan Marine 820 Elite Pontoon Boat	\$9,080.00	Husband
7 1996 Oldsmobile Aurora Sedan**	\$200.00	Husband
8 Husband's Personal Account***	\$13,591.35	Husband
Steinway Special Ed. Grand Piano Serial No.		
9 553075	\$61,990.00	Husband
Household goods & furnishings retained by		
10 Husband	\$15,895.00	Husband
11 P. Buckley Moss Art Print "The Way Home"	\$69.00	Wife
12 P. Buckley Moss Art Print "Cherished Eve"	\$27.50	Wife
13 Camper lot & camper	<u>\$2,000.00</u>	Husband
Total	\$393,452.85	

* Liability exceeds value

** As indicated from Husband's pre-trial statement

***Value established by testimony at Master's Hearing. Funds secured from closing jointly held accounts.

Monti v. Monti

Schedule B - Liabilities

	<u>Description</u>	<u>Creditor</u>	<u>Responsible party</u>	<u>Value</u>
1	Treasure Lake Mortgage	PNC Bank	Husband	\$104,142.67
2	DuBois Rental Mortgage (511 & 511 1/2 Pifer Street)			
	First Mortgage	First Commonwealth Bank	Husband	\$27,097.32
	Second Mortgage	PNC Bank	Husband	\$37,293.67
3	Reynoldsville Rental (201 N. 5th Street)	PNC Bank	Husband	<u>\$27,980.36</u>
			Total	\$196,514.02

Monit v. Monti

Schedule C Recapitulation

Total Assets	\$393,450.85
Total Liabilities	<u>-\$196,514.02</u>
Net Equity	\$196,936.83

65% to Wife = \$128,008.00

35% to Husband = \$68,928.00

65% of Net Equity to Wife:

2003 Monte Carlo SS Coupe	\$14,000.00
P. Buckley Moss - "The Way Home"	\$69.00
P. Buckley Moss - "Cherished Eve"	<u>\$27.50</u>

Wife's Liabilities	\$14,096.50
	\$0.00

Net Equity to Wife	\$14,096.50
	\$14,096.00

35% of Net Equity to Husband:

Husband's Assets:	
Marital Residence	\$174,500.00
Rentals (Pifer Street)	\$66,200.00
Rental (N. 5th Street)	\$35,900.00
Pontoon Boat	\$9,080.00
1996 Olds Aurora	\$200.00
Savings Account	\$13,591.35
Steinway Piano	\$61,990.00
Household Items	\$15,895.00
Camper & Lot	<u>\$2,000.00</u>
	\$379,356.35
Husband's Liabilities	<u>-\$196,514.02</u>
Net Equity to Husband	\$182,842.33

Amount due to Wife	\$168,746.00
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Monti v. Monti

Schedule D - Non Marital Property

- * Husband's Whole Life Insurance Policy
- * Wife's TIAA/CREF Retirement Account

The Master recommends that each item should be considered nonmarital property and each shall be entitled to retain all interest in the asset.

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

5 FILED No CL
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ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563 Prothonotary/Clerk of Courts

William A. Shaw

Type of Action:
Divorce

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

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

ANNE E. MONTI,
Plaintiff

-vs-

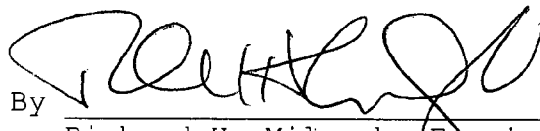
JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

CERTIFICATE OF SERVICE

I, Richard H. Milgrub, Esquire, do hereby certify that a certified copy of the Defendant's Motion for Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing for June 3, 2009 at 2:30 p.m. was served upon the Plaintiff's counsel of record, Toni M. Cherry, Esquire, PO Box 505, DuBois, Pennsylvania 15801, this 20th day of April, 2009, by depositing the same in the United States Postal Service regular first-class mail, postage prepaid.

By 
Richard H. Milgrub, Esquire
Attorney for Defendant

CA

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

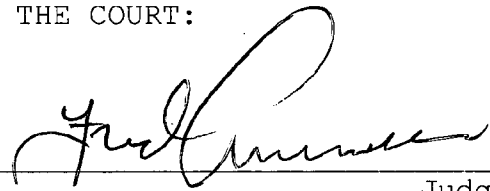
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No. 2004-1563-CD

ORDER

AND NOW, this 16 day of April, 2009, upon
consideration of the Defendant's Amended Motion for Alimony
Adjustment, it is hereby ORDERED and DECREED that hearing on said
Motion be scheduled for the 3rd day of June, 2009 at
2:30 P.m. in Courtroom 1 of the Clearfield County
Courthouse, Clearfield, Pennsylvania. 1 1/2 hour(s) has/have
been allotted for said hearing.

BY THE COURT:



Judge

FILED

APR 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/20/09

☒ You are responsible for serving all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other
____ Defendant(s) ____ Defendant(s) Attorney
____ Special Instructions:

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

Type of Action:
Divorce

Type of Pleading:
Amended Motion for Alimony
Adjustment

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

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0/2:00um Milgrub.
APR 14 2008
LM

William A. Shaw
Prothonotary/Clerk of Courts

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

AMENDED MOTION FOR ALIMONY ADJUSTMENT

AND NOW, comes Your Movant, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Amended Motion for Alimony Adjustment and in support thereof, avers the following:

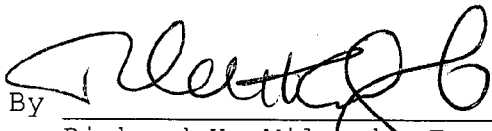
1. By Court Order entered March 30, 2009, Your Honorable Court approved a Master's Recommendation previously filed.
2. In said Master's Recommendation, Your Movant was Ordered to pay alimony for a two-year period (2) in the amount of One thousand eight dollars (\$1,080.00) per month.
3. At the time of said Master's Hearing, approximately sixteen months(16) ago, Your Movant had earnings of Seventy thousand dollars (\$70,000.00) and the Respondent was earning Eight hundred dollars (\$800.00) per month.

4. At the present time, Your Movant is laid off and is receiving unemployment compensation and the Respondent is gainfully employed.

5. Your Movant has a considerable obligation pursuant to the Master's Recommendation and it would be impossible, due to the debts owed, and his current income, to make any alimony payments.

6. Your Movant will have to sell his primary residence, rental properties, vehicle and the contents of the home to be able to come up with the Court-Ordered award to the Respondent.

WHEREFORE, Your Movant respectfully requests that the alimony payments be suspended, reduced, or eliminated.

By 
Richard H. Milgrub, Esquire
Attorney for Defendant

VERIFICATION

I, Richard H. Milgrub, have read the foregoing
Amended Motion for Alimony Adjustment

The statements therein are correct to the best of my personal knowledge
or information and belief.

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

I am authorized to make this verification on behalf of
Defendant

because of my position as counsel of record.


Richard H. Milgrub

Dated 4/14/09

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

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

FILED ^{ICC}
0/11:30am
APR 14 2009
Att. Milgrub
@10

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD William A. Shaw
Prothonotary/Clerk of Courts

Type of Action:
Divorce

Type of Pleading:
Motion for Alimony Adjustment

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

at 11

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

ANNE E. MONTI,

Plaintiff

-vs-

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

MOTION FOR ALIMONY ADJUSTMENT

AND NOW, comes Your Movant, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Motion for Alimony Adjustment and in support thereof, avers the following:

1. By Court Order entered March 30, 2009, Your Honorable Court approved a Master's Recommendation previously filed.

2. In said Master's Recommendation, Your Movant was Ordered to pay alimony for a two-year period (2) in the amount of One thousand eight dollars (\$1,080.00) per month.

3. At the time of said Master's Hearing, approximately sixteen months(16) ago, Your Movant had earnings of Seventy thousand dollars (\$70,000.00) and the Respondent was earning Eight hundred dollars (\$800.00) per month.

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

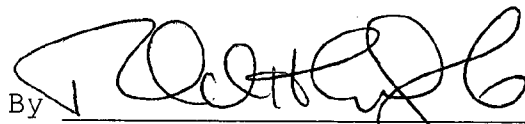
109 NORTH BRADY STREET
DUBOIS, PA 15801

4. At the present time, Your Movant is laid off and is receiving unemployment compensation and the Respondent is gainfully employed.

5. Your Movant has a considerable obligation pursuant to the Master's Recommendation and it would be impossible, due to the debts owed, and his current income, to make any alimony payments.

6. Your Movant will have to sell his primary residence, rental properties, vehicle and the contents of the home to be able to come up with the Court-Ordered award to the Respondent.

WHEREFORE, Your Movant respectfully requests that the alimony payments be suspended until Your Movant is gainfully employed.

By 
Richard H. Milgrub, Esquire
Attorney for Defendant

I, John M. Monti, verify that the statements made in the foregoing Motion are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 4/14/09

x John M. Monti

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

FILED ICC Atty
0/11:30Lm Milgrub
APR 14 2009 @

Type of Action:
Divorce William A. Shaw
Prothonotary/Clerk of Courts

Type of Pleading:
Praecipe to Withdraw
Petition for Special Relief

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

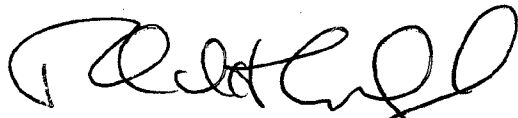
PRAECIPE TO WITHDRAW PETITION FOR SPECIAL RELIEF

TO THE PROTHONOTARY:

Please withdraw Defendant's Petition for Special Relief
filed with regard to the above-entitled action. The Hearing
scheduled for Thursday, April 16, 2009 at 1:30 p.m. is not
necessary.

Date: 4/14/09

By



Richard H. Milgrub, Esquire
Attorney for Defendant

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 04-1563-CD

ORDER

NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by Defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED.

It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows:

1. The Master's findings of fact, conclusions of law and schedules are adopted herein as though set forth in full.
2. Based on the economic analysis which is more fully defined on "Schedule C Recapitulation" the following distribution of marital assets is ordered:
 - a. Husband shall receive the marital residence located at 973 Treasure Lake, DuBois, Pennsylvania. Husband shall also receive the renal properties located at 511 and 511 1/2 Pifer Street, DuBois, Pennsylvania and the unit located at 201 N. 5th Street, Reynoldsville, Pennsylvania. Wife's execution and exchange of any titles, deeds or other documents

FILED
9/3/5264
MAR 31 2009

William A. Shaw
Prothonotary/Clerk of Courts

2CC Hys: T. Cherry
Milgrob

ICC D. Payne (without memo)

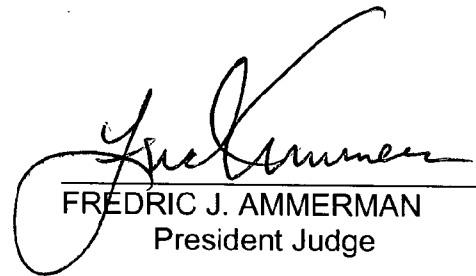
39

necessary to complete the transfer of ownership to Husband of the real property shall be effectuated within 60 days of this Order.

- b. Both parties shall keep all of the personal marital property currently in his or her possession as is more fully described in "Schedule A Marital Assets." If necessary the execution and exchange of any titles or other documents required to transfer ownership interest in any personal property to the assigned owner shall be effectuated within 60 days of this Order.
 - c. Wife shall receive the assets as outlined in Schedule A, attached hereto.
 - d. Husband shall receive the assets as outlined in Schedule A, attached hereto.
 - e. Husband shall assume the designated marital liabilities as set forth on Schedule B.
3. Husband is directed to pay the sum of \$1,080.00 per month in alimony to Wife for a period of two (2) years with the first payment being the first day of the month following the date of this Order. Payments are to be made to and distributed by, the Clearfield County Domestic Relations Section.
4. Husband shall pay Wife's counsel fees within no more than 120 days of the date of this Order. Said payment is to be made payable to the law firm of Gleason, Cherry and Cherry, LLP by certified check or money order.

5. The certain items of non-marital property shall be awarded to each party as designated on Schedule D.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

MAR 31 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/31/09

 You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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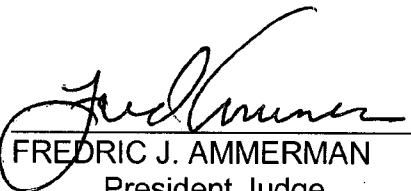
NO. 04-1563-CD

DIVORCE DECREE

NOW, this 30th day of March 2009, it is ORDERED, ADJUDGED and
DECREED that Anne E. Monti, Plaintiff and John M. Monti, Defendant, are hereby
divorced from the bonds of matrimony.

Plaintiff shall submit a Vital Statistics Form to the Prothonotary of Clearfield
County by and no later than ten (10) days from the date of this decree.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

01326301
MAR 31 2009

William A. Shaw
Prothonotary/Clerk of Courts

2CC
Anyis:
Milgrub
T. Cherry

#38

FILED

MAR 31 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/31/09

___ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

___ Plaintiff(s) X Plaintiff(s) Attorney ___ Other

___ Defendant(s) X Defendant(s) Attorney

___ Special Instructions:

COUNTY

Clearfield

RECORD OF
DIVORCE OR ANNULMENT
☒ (CHECK ONE) ☐

STATE FILE NUMBER

STATE FILE DATE

HUSBAND

1. NAME	(First)	John	(Middle)	M.	(Last)	Monti	2. DATE OF BIRTH	(Month)	07	(Day)	07	(Year)	1954
3. RESIDENCE	Street or R.D.	973 Treasure Lake,	City, Boro. or Twp.	Dubois,	County	Clearfield, PA	State	15801	4. PLACE OF BIRTH	Pennsylvania			
5. NUMBER OF THIS MARRIAGE	2	6. RACE	WHITE ☒	BLACK ☐	OTHER (Specify)		7. USUAL OCCUPATION	salesman					

WIFE

8. MAIDEN NAME	(First)	Anne	(Middle)	E.	(Last)	Mathisen	9. DATE OF BIRTH	(Month)	08	(Day)	12	(Year)	1948	
10. RESIDENCE	Street or R.D.	600 W. County Line Rd., Apt. 32-202,	City, Boro. or Twp.	Highlands Ranch,	County	CO	State	80129	11. PLACE OF BIRTH	New York				
12. NUMBER OF THIS MARRIAGE	2	13. RACE	WHITE ☒	BLACK ☐	OTHER (Specify)		14. USUAL OCCUPATION	Insurance Salesperson						
15. PLACE OF THIS MARRIAGE	(County)	Seneca	(State or Foreign Country)	New York										
17A. NUMBER OF CHILDREN THIS MARRIAGE	0	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18.	0	18. PLAINTIFF HUSBAND ☐	WIFE ☒	OTHER (Specify)		19. DATE OF THIS MARRIAGE	(Month)	05	(Day)	08	(Year)	1997
20. NUMBER OF CHILDREN TO CUSTODY OF	HUSBAND ☐	WIFE ☐	SPLIT CUSTODY ☐	OTHER (Specify)										
22. DATE OF DECREE	(Month)	(Day)	(Year)	23. DATE REPORT SENT TO VITAL RECORDS	(Month)	(Day)	(Year)							

24. SIGNATURE OF TRANSCRIBING CLERK

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

5 FILED

MAR 05 2009

0/11:05 (150)
William A. Shaw
Prothonotary/Clerk of Courts

2 CBH to Ann

Type of Action:
Divorce

Type of Pleading:
Exceptions to Master Report

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

#37

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

ANNE E. MONTI,

Plaintiff

-vs-

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

EXCEPTIONS TO MASTER REPORT

AND NOW, comes the Defendant, John M. Monti, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Exceptions to Master Report and in support thereof, avers the following:

1. The Master erred as a matter of law in considering the testimony of Anne E. Monti as to her mental and physical conditions in determining the distribution of marital property, alimony, equitable distribution and attorney fees in that no medical evidence was provided in support thereof.

2. The Master erred as a matter of law and fact in consideration of Anne E. Monti's prior earning history (which exceeded John M. Monti's earning history), her future earning capacity and her acquired job skills in determining the distribution of marital property, alimony, equitable distribution and attorney fees.

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

3. The Master erred as a matter of law and fact in determining the value of the piano when he improperly excluded John M. Monti, an owner thereof, from testifying as to its value.

4. The Master erred as a matter of fact in concluding that John M. Monti had a higher future earning capacity than Anne E. Monti in failing to consider his tentative history of employment, the speculative nature of his current employment, and his lack of education and job skills.

5. The Master erred as a matter of law and fact in awarding future alimony to Anne E. Monti in that John M. Monti has, since the date of separation, paid the same for a period of, presently, almost 4 1/2 years and that Anne E. Monti has demonstrated her ability, since separation, to more than adequately provide for her needs and that she has been more than adequately compensated through the distribution scheme proposed by the Master's Report.

6. The Master erred as a matter of law and fact in awarding attorney fees to Anne E. Monti in that Anne E. Monti has failed to prove that she has any type of medical condition that would prevent her from securing gainful employment, has failed to consider her education, future earning capacity and acquired job skills and taking into consideration the distribution scheme, has been adequately compensated and is able to pay her own attorney fees.

7. The Master erred as a matter of law and fact in evaluating the value of the marital assets in that he failed to consider the actual values of the rental properties and marital residence against operating and maintenance expenses.

8. The Master erred as a matter of law and fact in the determination of the value of the Corvette in that he failed to consider that more was owed on the vehicle than its then current value and that it was a negative asset

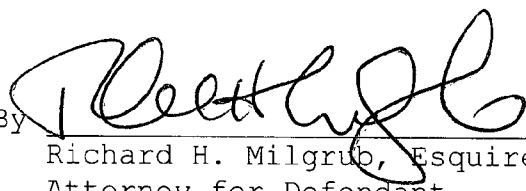
9. The Master erred as a matter of law and fact in his determination of the value of the savings account and the withdrawals therefrom by Anne E. Monti.

10. The Master erred as a matter of law and fact in failing to account for certain items of marital debts and assets, namely, the \$4,500.00 landscape bill, the \$12,769.56 Chase credit balance, the \$4,192.26 charged to a credit card by Anne E. Monti after separation, the \$5,265.00 in property personally retained by Anne E. Monti, and the \$29,968.00 gain in Anne E. Monti's retirement fund during the course of marriage.

11. The Master erred as a matter of law in restricting John M. Monti from presenting evidence and testimony as to the alleged \$37,000.00 credit card debt which the Master concluded was debt brought into the marriage by John M. Monti.

12. The Master erred as a matter of law and fact in awarding Anne E. Monti One hundred sixty-eight thousand seven

hundred forty-six dollars (\$168,746.00) plus Seven thousand two hundred ten dollars (\$7,210.00) in attorney fees plus Twenty-five thousand nine hundred twenty dollars (\$25,920.00) in additional alimony which totals Two hundred one thousand eight hundred and seventy-six dollars (\$201,876.00). This amount totals more than one hundred percent (100%) of the parties' total net marital worth thereby awarding Anne E. Monti more than the sixty-five percent (65%) as set forth in the Recommended Order.

By 

Richard H. Milgrub, Esquire
Attorney for Defendant

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

VERIFICATION

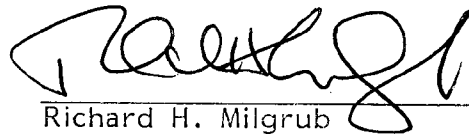
I, Richard H. Milgrub, have read the foregoing
Exceptions to Master Report

The statements therein are correct to the best of my personal knowledge
or information and belief.

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

I am authorized to make this verification on behalf of
Defendant

because of my position as counsel of record.


Richard H. Milgrub

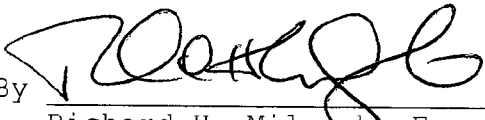
Dated: 3/5/09

RICHARD H. MILGRUB
ATTORNEY & COUNSELOR
AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

111 NORTH BRADY STREET
DUBOIS, PA 15801

CERTIFICATE OF SERVICE

I, Richard H. Milgrub, Esquire, do hereby certify that a true and correct copy of Defendant's Exceptions to Master's Report was mailed to the Plaintiff's attorney of record, Toni M. Cherry, Esquire, PO Box 505, DuBois, Pennsylvania 15801 by regular, first-class mail, postage prepaid, this 5th day of March, 2009, and also via facsimile transmission.

By 
Richard H. Milgrub, Esquire
Attorney for Defendant

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

ANN E. MONTI, A/K/A
ANN E. MATHISEN
Plaintiff,

vs.

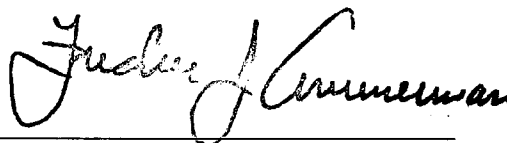
NO. 04-1563-C.D.

JOHN M. MONTI
Defendants,

SCHEDULING ORDER

AND NOW, this 2nd ^{MARCH} day of ~~February~~ 2009, it is hereby ORDERED that
Hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition
for Special Relief in the above captioned matter shall be and is hereby scheduled for
Thursday, April 16, 2009 at 1:30 P.M. in Courtroom No. 1, of the Clearfield
County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



Fredric J. Ammerman,
President Judge

FILED
04:00 PM
MAR 02 2009

William A. Shaw
Prothonotary/Clerk of Courts

J. Cherry
Milgrob

(60)
#319

FILED

MAR 02 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/6/09

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following party:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

MAR 02 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

ANN E. MONTI, A/K/A

ANN E. MATHISEN

VS.

NO. 04-1563-CD

JOHN M. MONTI

O R D E R

NOW this 20th day of February, 2009, with the Court noting the Report and Recommendation of the Master was filed with the record on February 13, 2009; in consideration of the same and the fact that an extended period of time has passed since the actual hearing before the Master, it is the ORDER of this Court as follows:

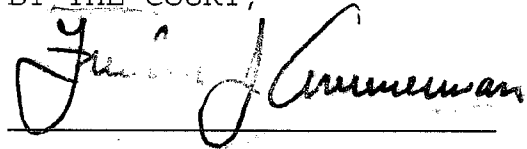
1. The hearing on the Petition for Special Relief filed on behalf of the Defendant which has been rescheduled for February 23, 2009, is hereby continued. It shall be rescheduled by the Court Administrator on the same day, approximately forty-five (45) days from this date, as the Defendant's Petition to Modify filed in the spousal support case to No. 2004-539-SD. The Court notes that an Order has been entered to that Domestic Relations caption

35

this date rescheduling hearing on the Defendant's Petition for Modification;

2. As the Court expects the Defendant, due to the representation of Defense counsel, to file exceptions to the Master's report, argument on the exceptions is hereby scheduled for the 12th day of March, 2009, at 2:15 p.m.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "John J. Krummen", is written over a horizontal line.

President Judge

FILED

MAR 02 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/2/09

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s)/Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s)/Attorney

☐ Special Instructions:

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 04-1563-CD

**REPORT AND
RECOMMENDATION
OF MASTER**

Filed on Behalf of:
Master, Daniel A. Payne, Esquire

Daniel A. Payne, Esquire
Supreme Court No. 202294
c/o Court Administrator's Office
230 E. Market Street, Suite 228
Clearfield, PA 16830
814/765-2641

FILED 4cc Atty
9/10:10 Lm Payne
FEB 13 2009

5 William A. Shaw
Prothonotary/Clerk of Courts

(611)

ORIGINAL

#33

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 04-1563-CD

NOTICE

Please be advised that the Master's Report and Recommendation is enclosed hereto. The Master's Report and Recommendation was mailed on this 13th day of February, 2009.

Pursuant to Pa. R.C.P. No. 1920.55-2, within twenty days of the date of receipt or the date of mailing of the Master's Report and Recommendation, whichever occurs first, any party may file exceptions to the Report or any part thereof, to ruling on objections to evidence, to statements or findings of fact, to conclusions of law, or to any other matters occurring during the hearing. Each exception shall set forth a separate objection precisely and without discussion. Matters not covered by exceptions are deemed waived unless, prior to entry of the final decree, leave is granted to file exceptions raising those matters.

If exceptions are filed, any other party may file exceptions within twenty days of the date of service of the original exceptions.

YOU SHOULD TAKE THIS DOCUMENT TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Court Administrator
Clearfield County Courthouse
Clearfield, PA
814 / 765-2641

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 04-1563-CD

To the HONORABLE FREDRIC J. AMMERMAN, President Judge of said Court:
The Court by Order of September 14, 2007, assigned a Master in Divorce, and the Master respectfully submits the following report:

NOW, this 13th day of February, 2009 following hearing, the Master hereby makes the following findings of fact, conclusions of law, and recommended disposition of the case pursuant to Pa. R.C.P. Rule 1920.53.

I. HISTORY OF THE CASE

Plaintiff Anne E. Monti, hereinafter, "Wife", and Defendant John M. Monti, hereinafter, "Husband", were married on May 8, 1997 in Seneca Falls, New York and separated on August 6, 2004. Wife filed a Divorce Complaint on or about October 8, 2004 raising counts for divorce on the grounds of adultery, indignities and irretrievable breakdown of the marital relationship. Wife also raised claims seeking economic relief for equitable distribution, alimony *pendente lite* and permanent alimony; attorney's fees and costs.

Husband did not file an Answer in response to Wife's Divorce Complaint but did file a Petition for Special Relief at a later time. The parties entered into a Consent Order on December 22, 2004, which gave sole possession of the marital residence to Husband, where he continues to reside to date. An Affidavit of Consent was filed by

Wife on November 16, 2007 as well as filing of a Waiver of Notice of Intention to Request Entry of a Divorce Decree under § 3301(c) of the Divorce Code. Husband also filed Affidavits of Consent and the Waiver of Notice of Intention to Request Entry of a Divorce Decree under § 3301(c) of the Divorce Code on November 26, 2007. This Court has not yet entered a Divorce Decree, however the Master retains jurisdiction to decide the claims raised under equitable distribution and request for alimony and counsel fees due to the execution of the previous documents discussed. Attorney Toni M. Cherry represented wife at the Master's hearing on November 15 and 16, 2007. Husband was present at the hearing and proceeded *pro se*.

II. FINDINGS OF FACT

A. Jurisdictional / On the Merits

1. Wife was born on August 12, 1948 and was approximately 59 years old at time of hearing. Wife testified that she requires medication daily to help control anxiety.
2. Husband was born in 1954 and was approximately 53 years old at time of hearing. Husband enjoys good health.
3. Husband is a resident of Pennsylvania and Wife is a resident of Colorado. During the marriage both parties were residents of Pennsylvania.
4. The parties were married on May 8, 1997 and were married until August 6, 2004.
5. This was the second marriage for both parties.
6. There were no children born of the marriage between Husband and Wife.
7. While married, Husband and Wife resided at the marital residence located in the Treasure Lake subdivision in Clearfield County, Pennsylvania.
8. At the time of the hearing, Husband continued to reside at the marital residence.

B. Husband's Background

1. At the time of hearing Husband was employed as President for EnviroTech Wall Systems, LP.
2. Husband testified to a yearly salary of \$70,000.00 and had worked for EnviroTech Wall Systems for approximately five (5) months.
3. Husband previously worked for Total Basement Solutions, employment where he made \$70,000.00 per year.
4. Husband has no formal education beyond a high school diploma.

C. Wife's Background

1. At the time of hearing Wife was employed as commission-based insurance agent earning approximately \$800.00 per month. Wife worked as an insurance agent for approximately two years following separation.
2. Wife has two Associate Degrees, one in Accounting and one in Business Management.
3. During the marriage, Wife worked in various sales positions earning approximately \$70,000.00 per year prior to 2004.

III. CONCLUSIONS OF LAW

1. The Court of Common Pleas of Clearfield County has subject matter jurisdiction over this action and personal jurisdiction over the parties.
2. Husband and Wife have met the residence requirement of 23 Pa. C.S.A. § 3104(b). Husband and Wife were both bona fide residents of the Commonwealth of Pennsylvania, and were so for a period of six months immediately prior to the commencement of this action. Husband continues to reside in Pennsylvania and Wife has relocated to the state of Colorado.

3. Husband and Wife are not currently in military service of the United States or its allies as defined by the Soldier's and Sailor's Relief Act of 1940 as amended.
4. The parties acquired property during the course of their marriage and requested that said property be equitably divided as allowed under 23 Pa. C.S.A. §3501.
5. The relevant factors for equitable distribution of marital property as set forth in 23 Pa. C.S.A. § 3502 have been considered.
6. The Affidavit of Consent and Waiver of Notice of Intention to request Divorce Decree was filed by Wife on November 16, 2007 and by Husband on November 26, 2007.
7. The issues to be determined at Master's hearing were equitable distribution and claims for alimony, attorney's fees and costs.

IV. DIVISION OF PROPERTY/DISCUSSION

The primary objective of the Divorce Code, 23 Pa. C.S.A. §§ 3101, *et seq.*, is to effectuate economic justice between the parties and achieve a fair and just determination and settlement of their property rights. Isralsky v. Isralsky, 824 A.2d 1178 (Pa.Super. 2003). (citations omitted). In order to accomplish this objective, the following relevant factors are to be considered: (1) The length of marriage; (2) Any prior marriage of either party; (3) The age, health, station, amount and sources of income, vocational skills, employability, estate, liabilities and needs of each of the parties; (4) The contribution by one party to the education, training or increased earning power of the other party; (5) The opportunity of each party for future acquisitions of capital assets and income; (6) The sources of income of both parties, including, but not limited to, medical, retirement, insurance or other benefits; (7) The contribution or dissipation of each party in the acquisition, preservation, depreciation or appreciation of the marital property, including the

contribution of a party as a homemaker; (8) The value of the property set apart to each party; (9) The standard of living the parties established during the marriage; (10) The economic circumstances of each party, including Federal, State and local tax ramifications, at the time the division of property is to become effective; (10.1) The Federal, State and local tax ramifications associated with each asset to be divided, distributed or assigned, which ramifications need not be immediate and certain; (10.2) The expense of the sale, transfer or liquidation associated with a particular asset, which expense need not be immediate and certain; and (11) Whether the party will be serving as the custodian of any dependent minor children. 23 Pa. C.S.A. § 3502.

The Superior Court has further explained that:

[w]e note that there is no simple formula by which to divide marital property. The method of distribution derives from facts of the individual case. The list of factors of [section 3502(a)] serves as a guideline for consideration, although the list is neither exhaustive nor specific as to the weight to be given the various factors.

Gaydos v. Gaydos, 693 A.2d 1368, 1376 (Pa.Super. 1997) (citations omitted).

The distribution scheme set forth in an order regarding equitable distribution need not be equal, only equitable. Furthermore, equitable distribution entails the equitable division, distribution, or assignment, in kind or otherwise, of the marital property of the parties without regard to marital misconduct and in such proportions and in such manner as is deemed just after considering all relevant factors. The Court may consider each marital asset or group of assets independently and apply a different percentage to each marital asset or group of assets. 23 Pa. C.S.A. § 3502.

Monetary and non-monetary contributions to the marital estate are proper considerations in equitable distribution.

The statutory factors have been considered and will be discussed in greater detail.

Factor 1 – Length of marriage: The parties were married on May 8, 1997 in Seneca Falls, New York and remained together until August 6, 2004 when they separated. The parties were married for slightly over seven years.

Factor 2 – Any prior marriage of either party: This is the second marriage for each party.

Factor 3 – The age, health, station, amount and sources of income, vocational skills, employability, estate, liabilities and needs of each of the parties: At the time of the hearing, Wife was 59 years old (DOB 8/12/1948). She testified at the hearing that her overall health was good; however, she does take medications to control ongoing anxiety. Wife was not employed at the time of separation, but now works for her brother in Colorado where she is employed as a commission-based insurance agent. She earns approximately \$800.00 per month. She also receives spousal support from Husband in the amount of \$1,080.00 per month. The Support Order, entered to docket number 2004-539-SD, allocates a minimum wage earning capacity to Wife and Husband was assessed based upon a net monthly income of \$4,115.05.

Wife has two Associate's Degrees, one in Accounting and one in Business Management. She did not use any skills related to the degrees until she found a temporary job at Clearfield Jefferson Drug & Alcohol Commission doing payroll and other basic accounting in the fall of 2003.

During the marriage, both Husband and Wife were employed in sales positions primarily dealing with transportation software being marketed to schools and county government. Both Husband and Wife appeared to be quite successful at sales and each earned approximately \$70,000.00 at times during the course of the marriage. Both parties were eventually dismissed from employment at the VMC Group. Both parties attempted to

find employment after termination from VMC Group. Wife started a cleaning service called Busy Bee Maid Service that cleaned homes in the Treasure Lake and DuBois area. She testified that the business became too difficult because employees were unreliable and she was not able to clean homes by herself. She closed Busy Bee Maid Service and sought employment as a temporary worker that ultimately placed her at the Clearfield Jefferson Drug & Alcohol Commission.

Following separation, Wife has been unable to find similar employment that provides the salary to which she had grown accustomed to during the marriage. Wife no longer has health insurance available through employment but does maintain coverage that she purchases at her own expense.

Husband was approximately 53 years old at time of hearing, having been born in 1954. They each ultimately were employed at VMC Group making approximately \$80,000.00 per year in compensation for running the company following periods of time at different companies. (Tr. pages 126 – 128 of November 15, 16, 2007). Husband ultimately was able to find a new job as manager of Bob Showers Windows & Sunrooms in 2003 and eventually became President of EnviroTech Wall Systems earning approximately \$70,000.00 per year. Husband testified that he had been employed at EnviroTech Wall Systems for a number of months immediately prior to the Master's hearing but did testify that his salary would be \$70,000.00 per year.

Husband does not have a college degree but did acknowledge that sales was an area of expertise and he has been able to consistently find employment in a sales related capacity as either President or Manager of companies providing a salary between approximately \$65,000.00 and \$70,000.00 per year.

Essentially, both parties do not seem to have stable work history present in the latter portion of their marriage. However, Wife appears to have increased difficulty securing comparable employment based upon her work history. Husband has been able to find comparable employment in the Clearfield County area. Wife has relocated to Colorado and has not been able to find employment that is similar to her history during the marriage.

Factor 4 – The contribution by one party to the education, training or increased earning power of the other party: Both parties received their education prior to the marriage with Wife having Associate's Degrees and Husband having a High School diploma. Wife urges that she exclusively taught Husband sales and provided him the training and skills necessary to be successful. The testimony by Wife was not credible on this assertion and it appears that both Husband and Wife have skills acquired through either experience or education that both were successful with their various periods of employment and were able to earn substantial salaries in their chosen endeavors.

Factor 5 – The opportunity of each party for future acquisitions of capital assets and income: Wife maintains that Husband has a greater opportunity to acquire future assets. Husband has secured substitute employment in a start-up company that allows him to earn at least \$70,000.00 per year. Additionally, his income tax returns show that he has earned approximately that much per year since the parties separated in 2004. Husband's established ability to continue in managerial positions shows that he has steady and stable employment available to him. Accordingly, he should be able to afford health insurance, enjoy other fringe benefits and acquire additional assets and income in anticipation of retirement.

Husband has maintained sole possession and control of the marital residence and various rental units that were purchased by the parties during marriage and has used the rental properties for income tax advantages during the period of separation. Husband has also maintained various other marital assets following separation and he continues to maintain a good life style that had been enjoyed by the parties during the marriage.

Wife continues to earn much less than Husband and far less than historically from the time of separation to the time of hearing. Despite efforts to find substitute employment, Wife has been able to find a job that pays only based upon commission and has no health insurance available through her work. Wife's continued dependent status is confirmed by her ongoing receipt of spousal support, which Wife credibly testified is needed to maintain her basic needs in the state of Colorado.

Factor 6 – The sources of income of both parties, including, but not limited to, medical, retirement, insurance or other benefits: Wife's income remains at approximately \$800.00 per month that she earns as a commission based sales person and also from the spousal support she receives in the amount of \$1,080.00 per month from Husband. Wife relies upon the monies received monthly to pay for her basic maintenance including approximately \$305.00 per month for private health insurance that she pays for privately.

Husband earns approximately \$70,000.00 per year and the status of his health insurance and other benefits is unknown, as it was not presented through testimony. However, Husband's position as President of a company presumably has health insurance and other benefits available to him.

As discussed under Factor 5 Husband has maintained sole and exclusive possession of three rental units and the marital home since the time of separation. Wife has no other assets available to provide income.

The Master believes that the discussion from Factors 5 and 6 weigh heavily in Wife's favor as Wife has experienced ongoing employment uncertainty and substantially less earnings than Husband. Further, Husband's ownership of the rental properties presumably allows him additional income beyond his \$70,000.00 per year salary as President of EnviroTech Wall System, LP. Based upon this an equitable distribution of 65% / 35% in favor of Wife would appear to be in order. Wife came into the marriage with \$50,000.00 cash and an inheritance received from her Aunt in the amount of \$28,000.00. The combined \$78,000.00 was used as a down payment on the marital residence and for payment of marital bills. While Husband did not bring substantial assets to the marriage, but he did contribute to purchasing marital assets and assumed full joint liability for marital debt as the parties had the home titled in joint names and each was ultimately liable for debt.

Husband has control over various marriage assets including the marital home and three rental properties that were purchased during the marriage. Husband has used the rental properties for favorable tax treatment and also can receive supplemental rental income from the properties.

Factor 7 – The contribution or dissipation of each party in the acquisition, preservation, depreciation or appreciation of marital property, including the contribution of a party as a homemaker: Wife asserts that she should receive favorable treatment under Factor 7 due to her coming to the marriage with a stable job, \$50,000.00 in cash and a secure retirement fund. Wife had an automobile (1992 Chrysler Concord)

and various household goods and furnishings that were made part of the marriage.

Husband came to the marriage with a camper, a 1988 Plymouth van, an upright piano valued at \$2,000.00 and two Certificates of Deposit with a value of \$17,000.00. Husband also brought debt to the marriage worth approximately \$37,000.00 and obligations to a prior spouse under the terms of a marriage settlement agreement.

Wife maintained that the distribution should favor her position more strongly than for Husband due to the debt that Husband brought into the marriage. She believes that the higher debt was an obligation that she committed large amounts of money on Husband's behalf to obligations that were made prior to the marriage.

Husband testified credibly that both parties initially contributed equally during the marriage to the acquisition of marital assets that were shared together. Husband also maintained that he should receive credit for paying towards the debts of the marriage because Wife lost her job and was unable to secure comparable substitute employment. Finally, Husband has maintained the marital assets and obligations on his own since the date of separation in summer of 2004.

In this case, it is clearly established that the parties transferred and used the monies earned into jointly banking accounts. Payments for both the down payments on the marital home as well as various obligations that were created by either Husband or Wife prior to the marriage were paid for with marital funds. At no time did either party dispute that both lost their jobs and for a period of time relied upon unemployment and savings to live during the marriage. Accordingly, it is the belief of the Master that the factor is balanced due to Wife's initial payment for pre-marital obligations of Husband and also use of pre-marital funds for a down payment on their home is offset by Husband's later payments and maintenance of marital debt for activities that were engaged in during the marriage. The

effect of Wife's request for credit based upon monies provided from her prior marriage is not persuasive in this case. As such, it appears to be most equitable to allow the factor to stand as equal and not lower any net equity for either party.

Factor 8 – The value of property set aside to each party: Since the date of separation in August 2004, Husband has maintained control of the vast majority of the marital property. Wife has only a small portion of marital property as she relocated to the state of Colorado. Wife recommends that Husband receive marital property in kind that has remained in his possession. Wife should be awarded a credit for both the rental value of the marital home and also for revenue lost from the rental properties. In Liciardello v. Liciardello, 391 Pa.Super. 219, 570 A.2d 1062 (1990), the Superior Court confirmed that the trial Court's refusal to give Husband a credit for one-half of mortgage payments made between the period of separation and the entry of divorce where husband took deductions for the mortgage interest on his income tax return. In this case, Husband has maintained the sole right to decide who rented properties owned by the couple and for how much. Additionally, Husband has retained the marital home and has not paid Wife for any fair rental value that would be awardable to her.

Wife has maintained very little of the marital assets that were accumulated and has relocated to a different state. The only assets available to her were an automobile and two art prints. She is not in a position to take ownership or control of the assets that Husband has enjoyed throughout the separation. In order to affect economic justice between the parties, Wife urges that she should be awarded at least 75% of the marital estate to compensate her for excess marital property enjoyed by Husband as Wife recommends the property in his possession should remain.

Additionally, Wife argues that each party should be permitted to keep the value accumulated during the marriage for retirement accounts. Husband also should be entitled to keep possession of the accumulations of his whole life policy.

The Master recommends that an equitable distribution in favor of Wife should be awarded. Husband retains control of various martial assets, including three parcels of real property, two of which that can provide ongoing income for him following divorce. Wife has relocated to Colorado and has not been able to duplicate her prior employment history. She works at a low paying commission based job and has very few of the assets accumulated during marriage under her control.

Factor 9 – The standard of living of the parties established during the marriage: Both parties testified that they enjoyed a good standard of living during the marriage. Testimony established that the couple would take trips on their motorcycle, spent time sailing on the family pontoon boat and would dine out several times per week and traveled often for both personal enjoyment and for business.

Husband continues to enjoy the standard of living achieved during marriage and has been able to find successful employment. Wife has not been able to acquire a home and has been unsuccessful in finding substitute employment that would provide for a comparable standard of living enjoyed during the marriage. This factor appears to favor Wife in an equitable distribution plan.

Factor 10 – The economic circumstances of each party at the time the division of the property is to become effective: An equitable distribution percentage in favor of Wife would allow both parties to maintain a comfortable standard of living. Wife will have monies available to purchase a home and provide for a future retirement. Husband will also be capable of maintaining a standard of living that was available during the marriage,

as various assets including the family home and rental properties will remain in his possession. Husband will presumably have an income available from the rental properties to supplement his current annual income of approximately \$70,000.00 as President of the EnviroTech Wall System Company.

Factor 10.1 – The Federal, State and local tax ramifications associated with each asset to be divided, distributed or assigned, which ramifications need not be immediate and certain: There appears to be no federal, state or local tax ramifications associated with this matter.

Factor 10.2 – The expense of the sale, transfer or liquidation associated with a particular asset, which expense need not be immediate and certain: No evidence was submitted as to the expense of sale, transfer or liquidation of any marital assets as this does not appear to be a significant factor with this case.

Factor 11 – Whether the party will be serving as a custodian of any dependent minor children: There were no children born of this marriage.

In determining the remaining values for purposes of equitable distribution, the fact-finder may accept some, all, or none of the submitted testimony for purposes of the valuation of marital property. Isralsky v. Isralsky, 824 A.2d 1178, 1185 (Pa.Super. 2003) (citations and quotations omitted).

The Divorce Code does not contain a specific method for valuing assets; therefore, this Court must exercise its discretion and rely on the estimates, inventories, etc. submitted by the parties. Verholek v. Verholek, 741 A.2d 792 (Pa.Super. 1999). A master or trial court “must exercise discretion and rely on the estimates, inventories, records of purchase prices, and appraisals submitted by both parties”. Anzalone v. Anzalone, 835 A.2d 773, 784 (Pa.Super. 2003)(citing Smith v. Smith, 439 Pa.Super. 283. 653 A.2d 1259 (Pa.Super.

1995.)). However, “[w]here the evidence offered by one party is uncontradicted, the court may adopt this value although the resulting valuation would have been different if more accurate and complete evidence had been presented.” Id. (citing Litmans v. Litmans, 449 Pa.Super. 209, 673 A.2d 382 (Pa.Super. 1996)).

Marital assets are generally valued according to the fair market value or exchange value. Anthony v. Anthony, 355 Pa. Super. 589, 514 A.2d 91 (Pa.Super. 1986). A spouse who is the owner of the property is competent to testify regarding the property’s value. Williamson v. Williamson, 402 Pa.Super. 276, 586 A.2d 967 (Pa.Super. 1991) (citations omitted).

As set forth in 23 Pa.C.S.A. §3501, marital property includes all property acquired by either party during the marriage, including the increase in value, prior to the date of final separation, of any non-marital property, with certain exceptions. 23 Pa. C.S.A. §3501(a). There is a presumption that all real or personal property acquired by either party during the marriage is marital property; however, the presumption of marital property is overcome by a showing that the property was acquired by a method set forth in the statute, which would merit exclusion. 23 Pa.C.S.A. §3501(b).

Rule 1920.33 sets forth a guide for what is to be included in the inventory and pre-trial statement regarding equitable distribution. Pa.R.C.P. 1920.33. According to Rule 1920.33, the inventory shall include:

“ . . . a specific description of all marital property in which either or both have a legal or equitable interest individually or with any other person and the name of such other person . . .”, in addition to specific descriptions of property claimed to be excluded from marital property. Pa. R.C.P. Rule 1920.33(a).

According to Rule 1920.33, the pre-trial statement shall include such matters as:

“ . . . (i) the marital assets, their value, the date of valuation, whether any portion of the value is non-marital, and any liens or encumbrances thereon, and (ii) the non-marital assets, their value, the date of the valuation, and any liens or encumbrances thereon; . . . (10) a list of marital debts including the

amount of each debt as of the date of separation, the date on which the debt was initially incurred, the initial amount of the debt and its purpose, the amounts and dates of payments made since the date of separation, and the evidence that will be offered in support of the claim." Pa.R.C.P. Rule 1920.33(b).

Rule 1920.33 also states that "[a] party shall, except upon good cause shown, be barred from offering any testimony or introducing any evidence that is inconsistent with or which goes beyond the fair scope of the information set forth in the pre-trial statement." Pa.R.C.P. 1920.33(d)(2). See also Pa.R.C.P. 1920.33(d)(1).

V. Distribution Scheme

In Pennsylvania, it is not presumed that property distribution should be equal, but rather equitable and in such proportions and in such manner as is deemed just after consideration of the relevant factors. 23 Pa. C.S.A. §3502. After careful consideration of all relevant factors, the record and the arguments of counsel, it is recommended that the distribution in this case be 65 % / 35 % in favor of Wife for all the assets. The distribution will be outlined in Schedule A.

Values for both marital assets and for marital liabilities were used at the point closest to the Master's hearing as possible. Husband attempted to introduce values reset at the date of final separation in 2004. There are a number of reasons that the values from 2004 should not be used. First, both Husband and Wife agreed to get updated values for Wife's retirement account and for Husband's whole life policy immediately prior to the Master's hearing. Next, Husband maintained both the marital home and various rental properties from 2004 through 2007. Wherein he received favorable tax treatment, both from depreciation and for expenses associated with the rental properties and he was able to greatly reduce his taxable income and enjoyed the benefit from those tax years.

Wife also is eligible for a claim for fair rental value for Husband's use of the marital home and also a claim for a share of income created by the rental properties located in Reynoldsville and DuBois. Since no values were discussed or presented at the Master's hearing, the Master believes it is most equitable to give Wife an appropriate share of the increase in the value of the real property maintained by Husband minus the remaining liabilities as of the date as close as possible to the Master's hearing.

Husband asked for credit to be received for his assumption of marital debt based upon the use of a Chase, a Capital and a Bank of America credit card during the marriage. Husband's Income and Expense Statement shows monthly payments being made on those various cards. It is unclear if these payments are for new charges made by him post-separation or if the payments are for charges incurred during the marriage. There was insufficient testimony to answer that question.

Husband also testified to paying various amounts of interest based on charges made during the marriage. These amounts are speculative and cannot be confirmed by references to Husband's pre-trial statement and as such the claim will be excluded and no monetary credit made. This was based upon review of the transcript from pages 254 through 256 of the Master's hearing.

Both Husband and Wife testified at length regarding a claim for credit card charges made during the marriage and whether Husband was reimbursed for charges related to business or if charges were made for personal use by the parties. Insufficient evidence was presented during the hearing to decide how various expenses should be characterized. This was specifically referenced on the Chase card during the parties'

marriage. Various charges were made by both parties on this jointly held card.¹ Each party testified at length where both attempted to defend a position of business versus personal expenses. The testimony and accompanying documentation were not persuasive and were not considered in the Master's Report.

VI. ALIMONY

The relevant factors for the determination of whether alimony is necessary and in determining the nature, amount, duration and manner of payment of alimony are set forth in 23 Pa. C.S.A. §3701(b), as follows; (1) The relative earnings and earning capacities of the parties; (2) The ages and the physical, mental and emotional conditions of the parties; (3) The sources of income of both parties, including, but not limited to, medical, retirement, insurance or other benefits; (4) The expectancies and inheritances of the parties; (5) The duration of the marriage; (6) The contribution of one party to the education, training or increased earning power of the other party; (7) The extent to which the earning power, expenses or financial obligations of a party will be affected by reason of serving as the custodian of a minor child; (8) The standard of living of the parties established during the marriage; (9) The relative education of the parties and the time necessary to acquire sufficient education or training to enable the party seeking alimony to find appropriate employment; (10) The relative assets and liabilities of the parties; (11) The property brought to the marriage by either party; (12) The contribution of a spouse as a homemaker; (13) The relative needs of the parties; (14) The marital misconduct of either of the parties during the marriage. The marital misconduct of either of the parties from the date of final separation shall not be considered by the court in its determinations relative to alimony except that the court shall consider the abuse of one party by the other party. As

¹ These charges were made until Husband removed Wife as an authorized user from the card following date of separation August 2004 and removal from card in October 2004. Refer to transcript pages 267 through 270.

used in this paragraph, 'abuse' shall have the meaning given to it under Section 6102 (relating to definitions); (15) The Federal, State and local tax ramifications of the alimony award; (16) Whether the party seeking alimony lacks sufficient property, including, but not limited to, property distributed under Chapter 35 (relating to property rights), to provide for the party's reasonable needs; (17) Whether the party seeking alimony is incapable of self-support through appropriate employment. 23 Pa. C.S.A. §3701(b). These factors have been reviewed and carefully considered.

The statutory factors have been considered and are set forth in the factual findings. In addition, the purpose of alimony is well settled; the purpose of alimony is to ensure that the reasonable needs of the person who is unable to support himself or herself through appropriate employment are met. Nemoto v. Nemoto, 423 A.2d 269, 275, 620 A.2d 1216, 1219 (Pa.Super. 1993) (citations omitted). Clearly, it is not to reward one party and to punish the other. Id. Furthermore, "[a]limony following divorce is a secondary remedy and is only available where economic justice and the reasonable needs of the parties cannot be achieved by way of an equitable distribution award and development of an appropriate employable skill." Teodorski v. Teodorski, 857 A.2d 194, 200 (Pa. Super. 2004) (citations omitted).

Discussion of Alimony Factors

Factor 1 – The relative earnings and earning capacities of the parties:

Regarding this factor, the income of Husband at \$70,000.00 is far above Wife's earnings based upon her commission based employment. Neither party has maintained employment that shows established stability. However, Husband's greater income clearly is greater than Wife and this factor appears to favor Wife for the awarding of alimony.

Factor 2 – The ages and the physical, mental and emotional conditions of the parties: At the time of hearing, Wife was approximately 59 years old and testified that she is in good physical health, but that she does have anxiety which requires daily medication. Husband reported no health issues and was approximately 54 years of age at the time of hearing. As both parties are approaching retirement age, with Wife being older than Husband it appears that due to Wife's age and health concerns that an award of alimony would be favored under consideration of Factor 2.

Factor 3 – The sources of income of both parties, including, but not limited to, medical, retirement, insurance or other benefits: Husband appears to have the better employment and presumably a good benefit package that would be associated with an executive level position. Wife pays for her own health insurance and it is essentially catastrophic coverage that she pays for out of her own pocket. Additionally, Wife's employment does not have an established history as it is purely commissioned based and as such could vary widely from month to month dependent upon outside factors.

Factor 5 – The duration of the marriage: Husband and Wife were married for approximately seven years. The relatively short duration of the marriage does not impact heavily for the awarding of alimony.

Factor 8 – The standard of living of the parties established during the marriage: The parties had a very good standard of living during the marriage. They took various trips, dined at restaurants several times per week and traveled for both business and pleasure. It appears that Wife is unable to continue the standard of living enjoyed during the marriage due to her lesser income and availability of income generating assets.

Factor 10 – The relative assets and liabilities of the parties: Husband retains the marital home and three² rental properties that were purchased during the marriage. Husband maintained that the liability related to the real property outweighs benefits. However, Wife does not have any real property as she rents and has had no access to any of the properties purchased during the marriage. Husband has the opportunity to make money from the rental properties and also has tax benefits available from the rental units.

Factor 13 – The relative needs of the parties: Wife pays for medical insurance out of pocket. Her employer does not offer health insurance and buying it herself is burdensome due to her low paying job. Husband enjoys a much higher salary and retains properties purchased during the marriage and he has greater assets and monies available to meet the needs of day to day living. Additionally, Wife had been receiving ongoing alimony since the date of separation of approximately \$1,080.00 per month and she testified at the Master's hearing that the continuing payments would be needed to meet her basic needs.

Factor 14 – The marital misconduct of either of the parties during the marriage: The marital misconduct of either of the parties from the date of final separation shall not be considered by the Court in its determinations relative to alimony except that the Court shall consider the abuse of one party by the other party. As used in this paragraph, "abuse shall have the meaning given to it under § 6102 relating to definitions." Wife testified at the Master's hearing of Husband's adulterous affair with a co-worker during the marriage. She testified credibly that the affair was one of the reasons the marriage was ended. Husband did not dispute Wife's allegations relative to adultery.

² The rental properties are two parcels- a 2 unit building in DuBois, PA and single dwelling in Reynoldsville, PA.

Factor 16 – The party seeking alimony lacks sufficient property factor: Wife will receive money to establish an equitable distribution of marital assets. However, Husband will retain rental properties that provide income to him. Wife will not retain any real property that creates income.

Factor 17 – Whether the party seeking alimony is incapable of self-support: Wife testified that she is unable to function without daily medication for anxiety. However, Wife did not provide medical testimony or medical documentation of the continued need for medication to supplement her testimony.

The other various factors set forth in consideration of awarding alimony do not appear to be as relevant in this case. For example, there are no children born of the marriage and neither party contributed to the education of the other. The most applicable factors have been discussed and considered and it appears that an award of alimony is necessary in this case. It is recommended that Husband continue paying \$1,080.00 per month for a period of two (2) years following the filing of Master's Report.

VII. ATTORNEY'S FEES AND EXPENSES

According to statute, "[i]n proper cases, upon petition, the court may allow a spouse ...reasonable counsel fees and expenses." 23 Pa. C.S.A. §3702. Section 3502(e) of the Divorce Code also sets forth the court's power to award reasonable attorney's fees, costs and expenses in a divorce action. Endy v. Endy, 603 A.2d 641, 646 (Pa. Super. 1992). An award of counsel fees is permissible if the fees arise as a direct result of the divorce action. Id. (citations omitted).

The purpose of an award of counsel fees is to promote fair administration of justice by enabling the dependent spouse to maintain or defend the divorce action without being placed at a financial disadvantage. Perlberger v. Perlberger, 426 Pa. Super. 245, 299, 626

A.2d 1186, 1214 (Pa. Super. 1993) (citations omitted). An award of counsel fees is based on a review of the relevant factors of each case, including: the payor's ability to pay, the requesting party's financial resources, the value of the services rendered, and the property received in equitable distribution. Anzalone v. Anzalone, 835 A.2d 773 (Pa. Super. 2003). Furthermore, it is well established that counsel fees should only be awarded upon a showing of need. Id. "[I]n most cases, each party's financial considerations will ultimately dictate whether an award of counsel fees is appropriate." Perlberger, 426 Pa. Super. 245, 284, 626 A.2d 1186, 1207.

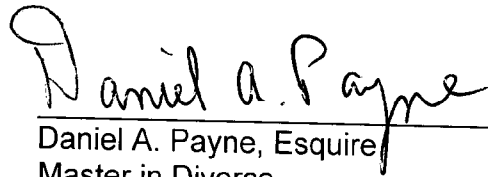
The parties appear to be on unequal financial footing as Husband pays Wife support in the amount of \$1,080.00 per month and Husband earns substantially more money per year from his employment. Wife works a commission based job and pays for her own health insurance and rent for an apartment. She testified credibly that she is barely able to make ends meet with the income she earns and the support paid by Husband.

After careful consideration of the various factors it appears that Wife has a substantially less financial position than Husband and as such it is the recommendation that Husband should pay the amount of \$7,210.00. This recommendation is based upon a review of Plaintiff's Exhibit 18 where a letter outlining services rendered on behalf of Mrs. Anne E. Monti was noted on pages 1 through 3. These services establish activity related to the Master's hearing and it appears that the time and charges for the various services is reasonable and necessary.

VIII. CONCLUSION

Wherefore it is respectfully requested that this Honorable Court review the foregoing Report and enter the Proposed Order, which contains the summary of the findings following the hearing and the review of briefs and applicable case law.

Respectfully submitted,



Daniel A. Payne, Esquire
Master in Divorce

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 04-1563-CD

PROPOSED ORDER and
SCHEDULES OF DISTRIBUTION

NOW, this _____ day of February, 2009, each party having previously executed and filed an Affidavit of Consent and a Waiver of Notice of Intention to Request Entry of a Divorce Decree under § 3301 of the Divorce Code, but a final entry Decree of Divorce having not been entered; a Master's Hearing on outstanding issues having been held on November 15 and 16, 2007, it is the recommendation of the Master as follows:

1. The Master hereby assigns values and possessions of the various items of marital property pursuant to Schedule A Marital Assets and further assigns value and responsibility for the various marital liabilities pursuant to Schedule B Marital Liabilities, both Schedules being attached hereto.
2. The Master determines that the total value of the marital assets is \$393,452.85 and the total value of the marital liabilities is \$196,514.02. From these figures the total net value of the marital estate is \$196,936.83.
3. The Master finds that a distribution scheme of 65% to 35% in favor of Wife is appropriate.

4. Pursuant to the aforementioned schedules Wife is receiving in kind marital assets worth \$14,096.00. Wife is assuming no marital debt. Husband is receiving marital assets worth \$379,356.00. However, Husband is assuming \$196,514.02 in marital debt. Under this distribution system in order to effectuate a 65 / 35 split, in favor of Wife, Husband will have to pay Wife the sum of \$168,746.00. Said sum is to be paid to Wife in no later than 60 days by certified check.
5. Based on the economic analysis which is more fully defined on the Recapitulation Schedule C attached hereto the following distribution of marital assets is recommended:
 - a. Husband shall receive the marital residence located at 973 Treasure Lake, DuBois, Pennsylvania. Husband shall also receive the rental properties located at 511 and 511 ½ Pifer Street, DuBois, Pennsylvania and the unit located at 201 No. 5th Street, Reynoldsville, Pennsylvania. Wife's execution and exchange of any titles, deeds or other documents necessary to complete the transfer of ownership to Husband of the real property shall be effectuated within 60 days of this Order.
 - b. Both parties shall keep all of the personal marital property currently in his or her possession as is more fully described in Schedule A Marital Assets. If necessary the execution and exchange of any titles or other documents required to transfer ownership interest in any personal property to the assigned owner shall be effectuated within 60 of this Order.

- c. Wife shall receive the assets as outlined in Schedule A attached hereto.
- d. Husband shall receive the assets as outlined in Schedule A attached hereto.
- e. Husband shall assume the designated marital liabilities as set forth on Schedule B.
- f. Husband is directed to pay the sum of \$1,080.00 per month in alimony to Wife for a period of two years with the first payment being due the first day of the month following the date of this Order. Payments are to be made to and distributed by, the Clearfield County Domestic Relations Section.
- g. Husband shall pay Wife's counsel fees in the total amount of \$7,210.00 within no more than 120 days of the date of this Order. Said payment is to be made payable to the law firm of Gleason, Cherry and Cherry by certified check or money order.
- h. The Master determines that certain items of property are non-marital and awards possession of the same to the party designated on Schedule D.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

Monti v. Monti

Schedule A - Marital Assets

	Asset	Value	Distribution
	Marital Residence		
1	973 Treasure Lake, DuBois, PA Rental Property (2 units)	\$174,500.00	Husband
2	511 & 511 1/2 Pifer Street, DuBois, PA Rental Property	\$66,200.00	Husband
3	201 N. 5th Street, Reynoldsville, PA	\$35,900.00	Husband
4	2003 Monte Carlo SS Coupe	\$14,000.00	Wife
5	2003 Chevrolet Z06 Corvette*	No equity present	Husband
6	1998 Sylvan Marine 820 Elite Pontoon Boat	\$9,080.00	Husband
7	1996 Oldsmobile Aurora Sedan**	\$200.00	Husband
8	Husband's Personal Account***	\$13,591.35	Husband
	Steinway Special Ed. Grand Piano Serial No.		
9	553075	\$61,990.00	Husband
	Household goods & furnishings retained by		
10	Husband	\$15,895.00	Husband
11	P. Buckley Moss Art Print "The Way Home"	\$69.00	Wife
12	P. Buckley Moss Art Print "Cherished Eve"	\$27.50	Wife
13	Camper lot & camper	<u>\$2,000.00</u>	Husband
	Total	\$393,452.85	

* Liability exceeds value

** As indicated from Husband's pre-trial statement

***Value established by testimony at Master's
Hearing. Funds secured from closing jointly
held accounts.

Monti v. Monti

Schedule B - Liabilities

	<u>Description</u>	<u>Creditor</u>	<u>Responsible party</u>	<u>Value</u>
1	Treasure Lake Mortgage	PNC Bank	Husband	\$104,142.67
2	DuBois Rental Mortgage (511 & 511 1/2 Pifer Street)			
	First Mortgage	First Commonwealth Bank	Husband	\$27,097.32
	Second Mortgage	PNC Bank	Husband	\$37,293.67
3	Reynoldsville Rental (201 N. 5th Street)	PNC Bank	Husband	<u>\$27,980.36</u>
			Total	\$196,514.02

Monit v. Monti

Schedule C Recapitulation

Total Assets	\$393,450.85
Total Liabilities	<u>-\$196,514.02</u>
Net Equity	\$196,936.83

65% to Wife = \$128,008.00

35% to Husband = \$68,928.00

65% of Net Equity to Wife:

2003 Monte Carlo SS Coupe	\$14,000.00
P. Buckley Moss - "The Way Home"	\$69.00
P. Buckley Moss - "Cherished Eve"	<u>\$27.50</u>

\$14,096.50

Wife's Liabilities

\$0.00

\$14,096.50

Net Equity to Wife

\$14,096.00

35% of Net Equity to Husband:

Husband's Assets:

Marital Residence	\$174,500.00
Rentals (Pifer Street)	\$66,200.00
Rental (N. 5th Street)	\$35,900.00
Pontoon Boat	\$9,080.00
1996 Olds Aurora	\$200.00
Savings Account	\$13,591.35
Steinway Piano	\$61,990.00
Household Items	\$15,895.00
Camper & Lot	<u>\$2,000.00</u>

\$379,356.35

Husband's Liabilities

-\$196,514.02

Net Equity to Husband

\$182,842.33

Amount due to Wife

\$168,746.00

Monti v. Monti

Schedule D - Non Marital Property

- * Husband's Whole Life Insurance Policy
- * Wife's TIAA/CREF Retirement Account

The Master recommends that each item should be considered nonmarital property and each shall be entitled to retain all interest in the asset.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

}

VS

}

NO. 04-1563-CD

JOHN M. MONTI

}

O R D E R

NOW, this 6th day of February, 2009, it is the
ORDER of this Court that the Prothonotary note the
withdrawal of Earle D. Lees, Jr., Esquire as attorney for
the Defendant. The Prothonotary shall enter the
appearance of Richard H. Milgrub, Esquire as attorney for
the Defendant.

BY THE COURT,

Frederick J. Zimmerman

President Judge

FILED

019:47/81
FEB 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

cc: J.S.
T. Cherry
Milgrub

cc: Lees
(without memo)

60

22

FILED

FEB 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/10/09

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following party:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

ANNE E. MONTI }
VS } NO. 04-1563-CD
JOHN M. MONTI }

13

FILED

FEB 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/10/09

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

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

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

: No. 2004 - 1563 C.D.
:
: Type of Case: DIVORCE
:
: Type of Pleading: ANSWER TO
: PETITION FOR SPECIAL RELIEF
:
: Filed on Behalf of: ANNE E. MONTI,
: Plaintiff/Respondent
:
: Counsel of Record for this Party:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED
01/21/13/01
FEB 05 2009

3cc
Atty T. Cherry

William A. Shaw
Prothonotary/Clerk of Courts

#30

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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No. 2004 - 1563 C.D.

ANSWER TO PETITION FOR SPECIAL RELIEF

AND NOW, comes the Plaintiff, ANNE E. MONTI, by and through her attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and answers the Petition for Special Relief presented by Defendant as follows:

1. ADMITTED.

2. DENIED. A Master's Hearing in the above-captioned divorce action was held on Thursday, November 15, 2007, and Friday, November 16, 2007, and because the transcript was not delivered directly to the Master and there was a delay in his receipt of the same, the Master's Report has not yet been issued.

3. ADMITTED.

4. ADMITTED.

5. DENIED as stated. There are four properties, three of which are rental properties and there are only three mortgages. Based on the information that Petitioner himself has attached to his Petition, the mortgage against the marital residence which is worth \$216,000.00 has a payoff amount of \$95,474.66; the second mortgage has a payoff of only \$22,594.48 and

the third mortgage has a payoff of only \$34,014.71 for a total marital debt against these four properties of \$152,083.85.

6. DENIED as stated. There are four mortgages against the marital residence and the three rental properties. However, the information supplied by Petitioner and attached to his Petition indicates that he intended to refinance only three of the mortgages and to use the remaining money he wanted to borrow to pay off his own credit card debt of \$15,000.00, incurring of additional closing fees of \$8,000.00, payment of escrow monies in the amount of over \$2,500.00, payment of taxes that he owes in an amount over \$2,000.00 so that he could have cash in his hands of almost \$10,000.00. However, such refinancing would eliminate marital equity in the properties and increase marital debt by an amount of over \$20,000.00, to the Plaintiff's detriment.

7. DENIED as stated. While it is true that Petitioner applied for a loan from Quicken Loans, Inc., it is DENIED that any approval can be granted unless Plaintiff, who is an owner of all properties and still the wife of Petitioner, agrees to further encumber the marital property which she has not and will not do.

8. DENIED as after reasonable investigation, Respondent is without sufficient knowledge to attest to the truth or falsity of the averments contained in Paragraph 8 as the same is within the sole knowledge of Petitioner. However, Petitioner came before the Domestic Relations Office asking for a reduction in his spousal support obligation asserting that he had no income and Respondent cannot possibly imagine how Petitioner could have secured a commitment and a 30-day extension on that commitment if he really has no income with which to repay the loan.

9. DENIED as stated. The documents attached to Defendant's Petition indicates that he is seeking to pay off only three of the four mortgages. Regardless of whether Petitioner wants to refinance three or four of the parties' mortgages, the refinancing of any of them at this time clearly envisions Petitioner paying off \$15,000.00 of his own debt, incurring \$8,000.00 of closing fees which are unnecessary and increasing the marital debt so that he can enjoy an extra \$10,000.00 of cash for his own purposes to the detriment of the Plaintiff.

10. DENIED. At no time did Petitioner request that Plaintiff/Respondent sign off the marital residence. On the contrary, when Petitioner attempted to sell this scheme to Plaintiff/Respondent, he advised her that she would remain on the title to the property but would not be responsible for the loan. Because Petitioner has had sole possession of all of the properties by Order of Court and has had the benefit of the stream of income generated by the rental properties since the time of the separation of the parties on August 6, 2004, and was under a Court Order not to dissipate marital property, Plaintiff/Respondent demanded that she be provided with copies of the documents that Petitioner had caused to be generated as a result of his application and once she was provided with the same, it was obvious that Petitioner was asking Plaintiff/Respondent to become obligated on this new mortgage which would, in effect, dissipate marital property despite the fact that the parties had been ordered not to do so.

11. DENIED as stated. Plaintiff/Respondent's counsel has first suggested that if Petitioner is having a cash flow problem, he should sell the Corvette in his possession for which he must make a monthly payment of \$951.31. (See testimony of Master's Hearing, pp. 232 and 265.) Plaintiff/Respondent's counsel has next suggested that Petitioner sell a Steinway Grand Piano, Special Edition, that is also in his possession alone that he alone plays which is

unencumbered and worth \$61,990.00. (See Master's Hearing Transcript, p. 83.) Lastly, Plaintiff and her counsel have suggested that rather than encumber the real estate further by remortgaging the equity that exists in the properties that the real estate be sold and the monies put into an interest-bearing account for distribution upon the Master's direction.

12. DENIED. Petitioner is not in a position to determine what he will be allowed to keep and what he can sell without recognizing that he has possession of virtually all of the tangible assets of the marriage and will have to compensate Plaintiff/Respondent for her marital interest in the same. Petitioner has failed to recognize that the marital residence was acquired only because Plaintiff/Respondent brought \$50,000.00 in cash that she used as the downpayment from her previous marriage. In addition, her income helped husband pay off \$25,580.55 worth of credit card debt and \$66,774.80 in payments for the benefit of husband's former spouse, Donna Monti, that he was required to pay through a Marriage Settlement Agreement. Wife also contributed an inheritance of \$28,000.00 that she received from her Aunt Betty. Consequently, Petitioner's belief that he will be allowed to keep the marital residence that has now increased in value from \$174,000.00 to \$216,000.00 without having to compensate wife for the same through a remortgage after the issuance of the Master's Report evidences that no further indebtedness can be incurred at the present time.

By way of further answer, it is averred that the reason why all properties should be sold if Petitioner desires even one property to be sold is so that he does not further dissipate marital property and reduce the value of the marital estate. As long as the parties remain married and Petitioner is not allowed to refinance anything and incur additional marital debt, his own credit card debt incurred after date of separation cannot act to reduce the amount of

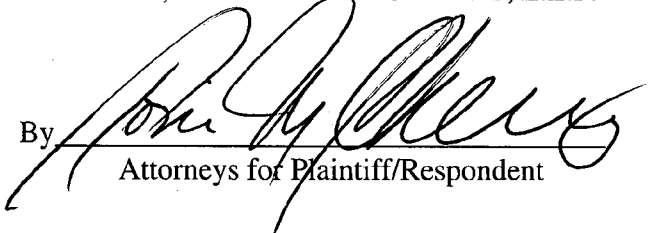
property available for equitable distribution. By allowing Petitioner to keep his Corvette and his piano worth nearly \$62,000.00 while allowing him to remortgage the most valuable marital asset, Petitioner will be permitted to virtually eliminate equity available for distribution to Plaintiff/Respondent and will destroy his ability to borrow the money that he will obviously be required to borrow in order to pay Plaintiff/Respondent her equitable share of the property in his possession, to her permanent detriment.

13. DENIED. Petitioner has no right to ask this Court to demand that Plaintiff/Respondent participate in the dissipation of marital property and the destruction of the marital equity that currently exists prior to the time of receipt of the Master's Report. Petitioner would have no ability to pay Plaintiff/Respondent the money that will be due her if he is allowed to take her name off the marital residence and to fully encumber the same in his name alone or in both names.

WHEREFORE, Plaintiff/Respondent respectfully requests Your Honorable Court to deny Defendant/Petitioner's request.

Respectfully submitted,

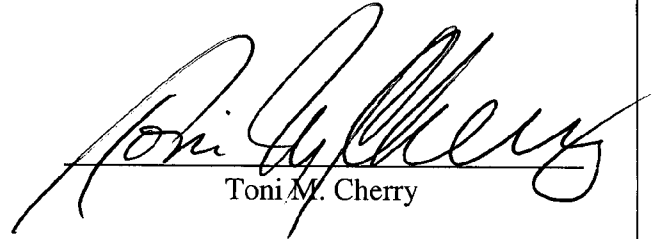
GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Plaintiff/Respondent

VERIFICATION

I, TONI M. CHERRY, ESQ., counsel for Plaintiff/Respondent, verify that I am authorized to make this Verification on behalf of the Plaintiff/Respondent, ANNE E. MONTI, because she is out of the Commonwealth and that the information provided in the foregoing Answer to Petition for Special Relief is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.



Toni M. Cherry

DATED: February 5, 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

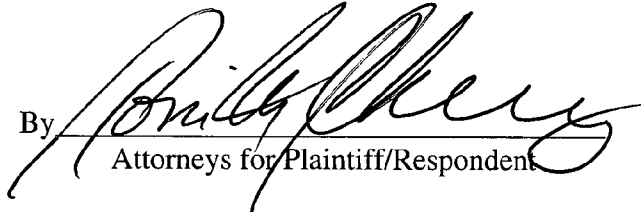
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CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of February, 2009, a true and correct copy of Plaintiff/Respondent's Answer to Petition for Special Relief was served upon RICHARD H. MILGRUB, ESQ., counsel for Defendant, by delivering the same to him at his offices at 211 North Second Street, Clearfield, Pennsylvania, this 5th day of February, 2009.

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff/Respondent

Dated: February 5, 2009

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

Type of Pleading:
Certificate of Service

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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JAN 13 2009
William A. Shaw
Prothonotary/Clerk of Courts

29

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

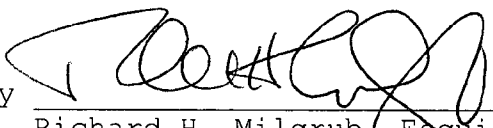
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No. 2004-1563-CD

CERTIFICATE OF SERVICE

I, Richard H. Milgrub, Esquire, do hereby certify that a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing for February 6, 2009 at 11:00 a.m. was served upon the Plaintiff's attorney of record, Toni M. Cherry, Esquire, PO Box 505, DuBois, Pennsylvania 15801, by depositing the same in the United States Postal Service, regular first-class delivery postage prepaid this 12th day of January, 2009.

By


Richard H. Milgrub, Esquire
Attorney for Defendant

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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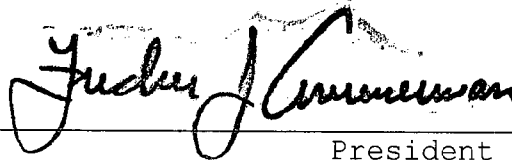
No. 2004-1563-CD

RULE

AND NOW, this 9th day of JANUARY, 2009, upon consideration of the Defendant's Petition for Special Relief, it is hereby ORDERED and DIRECTED that a Rule be issued upon the Plaintiff to show cause why the relief requested in Defendant's Petition should not be granted.

Rule returnable by hearing thereon the 6th day of February, 2009 at 11:00 a.m. in Courtroom 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. 1 hour has been allotted for said hearing.

BY THE COURT:



President Judge

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

01/09/2009
JAN 12 2009

icc
Amy Milgrub

William A. Shaw
Prothonotary/Clerk of Courts

#28

FILED

JAN 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1/12/09

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

Type of Action:
Divorce

Type of Pleading:
Petition for Special Relief

Filed on Behalf of:
Defendant

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
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109 NORTH BRADY STREET
DUBOIS, PA 15801

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Any Milgrub

William A. Shaw
Prothonotary/Clerk of Courts

(GW)

#21

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

ANNE E. MONTI,
Plaintiff

-vs-

JOHN M. MONTI,
Defendant

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No. 2004-1563-CD

PETITION FOR SPECIAL RELIEF

AND NOW, comes Your Petitioner, John M. Monti, by and through his attorney, Richard H. Milgrub, Esquire, on this Petition alone, who files the following Petition for Special Relief and in support thereof, avers the following:

1. Your Petitioner and the Respondent are presently in the process of a divorce action under the above caption.

2. A Master's Hearing in said divorce was held November 14, 2007, but a Master's Report has not yet been forthcoming.

3. Among the marital assets of the parties included four (4) real estate properties.

4. Said properties consisted of 973 Treasure Lake, DuBois, Pennsylvania; 201 5th Avenue, Reynoldsville, Pennsylvania; 511 Pifer Street, DuBois, Pennsylvania; and 511 1/2 Pifer Street, DuBois, Pennsylvania.

5. Currently, all four (4) properties have mortgages.

6. Your Petitioner wishes to refinance all four (4) properties so as to increase the cash flow and to reduce both the interest rate and mortgage payment.

7. Your Petitioner has already received an approval to financing from Quicken Loans, Inc. Attached hereto and marked Exhibit "A" is a copy of said acknowledgment.

8. Although said mortgage is only applicable to January 2, 2009, Your Petitioner has been assured that he would be granted a thirty day (30) extension.

9. Your Petitioner plans on refinancing all four (4) mortgages and having a new mortgage just placed on the primary marital residence located at 973 Treasure Lake, DuBois, Pennsylvania.

10. Your Petitioner has requested that the Respondent sign off on the marital residence with the understanding that she would not be waiving any interest granted to her from the eventual divorce proceedings.

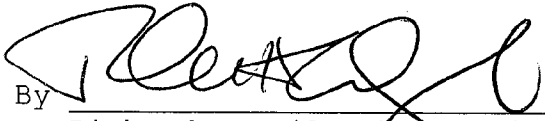
11. The Respondent's counsel, Attorney Toni M. Cherry, has requested that all of the properties be sold and that the money be placed in escrow.

12. While Your Petitioner realizes that the three (3) rental properties might possibly have to be sold, he plans on

remaining in the former marital residence and sees no reason why everything should be sold at this time.

13. Your Petitioner requests that the Court Order the Respondent to sign off on the respective properties so that the mortgage could be refinanced with the specific understanding that she is not waiving her interest in said properties and if, depending upon the Master's Report, the properties have to be sold to assure her interest, that it would be done.

WHEREFORE, Your Petitioner respectfully requests that a Rule be issued upon the Respondent to show cause why the relief request above should not be granted.

By 

Richard H. Milgrub, Esquire
Attorney for Defendant

FEDERAL TRUTH-IN-LENDING STATEMENT
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

PRELIMINARY

Creditor: Quicken Loans Inc.
20555 Victor Parkway
Livonia, MI 48152

John M. Monti
973 Treasure Lk
Du Bois, PA 15801

Date: 12/02/2008 Prepared on 12/23/2008
Check box if applicable:

Loan Number: 3218502243
Property: 973 Treasure Lk Du Bois, PA 15801

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	☒ Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The Total cost of your purchase on credit including your downpayment of
5.736*	\$ 193,402.58*	\$ 183,126.95*	\$ 376,529.53*	\$ N/A \$ N/A

☒ **REQUIRED DEPOSIT:** The annual percentage rate does not take into account your required deposit.
PAYMENTS: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
Monthly Beginning:			Monthly Beginning:			Monthly Beginning:		
79	1,147.13*	02/01/2009	N/A	N/A	N/A	N/A	N/A	N/A
281	1,017.46*	09/01/2015						



☒ **DEMAND FEATURE:** This obligation has a demand feature.

☒ **VARIABLE RATE:** This loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

INSURANCE: The following insurance is required to obtain credit:

☒ Credit life insurance and credit disability

☒ Property Insurance

To be determined
☐ Flood Insurance

You may obtain the insurance from anyone you want that is acceptable to creditor.

☒ If you purchase ☒ property ☒ flood insurance from creditor you will pay \$ N/A

for a one year term.

SECURITY: You are giving a security interest in: 973 Treasure Lk Du Bois, PA 15801

☒ The goods or property being purchased

☒ Real property you already own.

FILING FEES: \$ 60.50

LATE CHARGE: If your payment is more than 15 days late, a late charge of 5.000 % of the principal & interest payments will be assessed.

PREPAYMENT: If you pay off early, you

☒ may

☒ will not

have to pay a penalty.

☒ may

☒ will not

be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property

☒ may

☒ may, subject to conditions

☒ may not

assume the remainder of your loan on the original terms:

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

* means an estimate

☒ all dates and numerical disclosures except the late payment disclosures are estimates.

The undersigned acknowledge receiving and reading a completed copy of this disclosure.

Neither you nor the creditor previously has become obligated to make or accept this loan, nor is any such obligation made by the delivery or signing of this disclosure.

(Applicant) John M. Monti

(Date)

(Applicant) Anne E. Monti

(Date)

(Applicant)

(Date)

(Applicant)

(Date)

NOTE: Payments shown above do not include reserve deposits for taxes, assessments, and property or flood insurance.

VMP-784 (0412)01

VMP Mortgage Solutions, Inc.

12/04

EXHIBIT "A"



q03218502243 0184 177 0202

3218502243
12/23/2008**GOOD FAITH ESTIMATE**John M. Monti
973 Treasure Lk, Du Bois, PA 15801**PART 3 - HERE'S HOW THE NUMBERS WORK**

Summary of Fees/Credits:	Estimated Amount:
Payoff amount	\$ 95,474.66
Payoff amount - 2nd	\$ 22,594.48
Payoff amount - 3rd	\$ 34,014.71
Payoff other debts	\$ 15,071.00
Closing Fees	\$ 8,015.58
Prepaid Items/Escrows	\$ 2,542.55
Taxes Owed	\$ 2,072.64
Client Paid POC Fees	\$ 500.00
Subtotal	\$ 180,285.62
Applied Credits Toward Transaction	
Loan Amount	\$ 189,750.00
Client's Deposit to Lender	\$ 500.00
Client Paid POC Fees	\$ 0.00

Estimated Cash You Will**Receive at Closing:** \$ 9,964.38**PART 4 - YOUR PROPOSED MONTHLY PAYMENT**

Payment Breakdown:	Estimated Amount:
Principal and Interest	\$ 1,017.46
Homeowner's Insurance	\$ 79.75
Real Estate Taxes	\$ 222.75
Mortgage Insurance	\$ 129.67
Estimated Monthly Mortgage Payment	\$ 1,449.63

Other Housing Fees You Will Pay**Condo/PUD Dues** \$57.67

To calculate your proposed monthly payment, we used an interest rate of 4.990%. Please refer to your Interest Rate Disclosure for the terms and conditions of your locked interest rate.

Additional Information Regarding Part 1 (above): In addition to the fees listed above, you may have additional closing costs that are not known to us at this time. For example, you may have to pay (i) tax or property assessments, liens or other items listed on the title search; (ii) fees charged by your current lender to process your loan payoff; (iii) incidental recording fees in addition to those indicated above for items such as power of attorney, deeds, subordination agreements, etc; (iv) if required by law or your purchase agreement, state or local transfer taxes; or (v) prior credit obligations to satisfy loan conditions.

Fees showing with the label 'POC' will be paid outside of your loan closing.

Additional Information Regarding Part 4 (above): All requests for an escrow waiver of taxes and/or insurance are subject to approval.

Except for the appraisal management services provided by TSI Appraisal Services, you are not required to use a particular provider for any of the services listed above. Please notify us at the time of application, if there is a particular service provider you wish to use. If not, we will order such services from a service provider in your area. We repeatedly use the services of TSI Appraisal Services. TSI Appraisal Services will select an appraiser from a list of certified appraisers. The estimated fee listed above is based on the charges of TSI Appraisal Services. TSI Appraisal Services is located at 20555 Victor Parkway, Livonia, MI 48152, 888-729-6339.

Please sign below to acknowledge you have received this Good Faith Estimate.

John M. Monti _____

Date

Date_____
Date_____
DateTerry Moore
Quicken Loans Inc.
20555 Victor Parkway, Livonia, MI 48152

Lender Representative



3218502243
12/23/2008

GOOD FAITH ESTIMATE

John M. Monti
973 Treasure Lk, Du Bois, PA 15801

To help you plan for your loan closing, we are providing you with an estimate of closing fees and prepaid items. The specific fees you will pay and the amounts may change during the process. The numbers listed on the far left column should correspond to the numbered lines that will appear on the Settlement Statement (HUD-1) you will sign at your closing.

Estimates are based on the following:

Loan Program: 30 yr Fixed
Loan Purpose: Refinance

Appraised Property Value \$ 216,000.00
Loan Amount \$ 189,750.00

PART 1 - YOUR CLOSING FEES

Closing #:	Closing Fee Description:	Estimated Amount:
802	Loan Discount Fee 2.500%	\$ 4,743.75
803	Appraisal \$ 325.00 POC	
804	Credit Report \$ 14.07 POC	
807	Flood Life of Loan Coverage \$ 5.00 POC	
808	Flood Determination \$ 10.50 POC	
809	Underwriting Fee \$ 65.43 POC	\$ 929.57
810	Processing Fee	\$ 575.00
888	TSI Appraisal Services \$ 80.00 POC	
1106	Notary	\$ 100.00
1108	Title Insurance	\$ 1,177.88
1111	Insured Closing Letter Premium	\$ 35.00
1112	EPA & Survey Endorsement	\$ 280.88
1113	Add'l Endorsement	\$ 50.00
1116	Tax Certification	\$ 18.00
1201	Recording Mortgage	\$ 60.50
1307	Express Mail/Courier	\$ 45.00

Total Estimated Closing Fees: \$ 8,015.58

PART 2 - YOUR PREPAID INTEREST AND ESCROW FUNDS

Since we do not have a set date for your closing appointment, we have estimated the amount of prepaid interest. Prepaid interest covers the interest on the loan between the disbursement date and first payment date. To calculate your prepaid interest, multiply the number of days remaining in the month you expect to close, by the daily interest amount shown below. To establish an escrow account, we will be collecting for taxes, insurance and any assessments paid in advance of their due dates.

Estimated Prepaid Items and Escrow Funds:	Estimated Amount:
Per diem interest for 1 day @ based on a disbursement date of 12/31/2008	\$ 26.30
Pre-Paid Homeowners Insurance	\$ 398.75
Escrow of Homeowners Insurance	\$ 797.50
Escrow of Taxes	\$ 1,903.60
Aggregate accounting adjustment	\$- 583.60

Estimated Prepaid Items/Escrows: \$ 2,542.55

John M. Monti _____ Date

_____ Date

_____ Date

_____ Date

INTEREST RATE DISCLOSURE - (Locked Rate Version) and DEPOSIT AGREEMENT

Borrower(s) John M. Monti Date December 23, 2008
 Property Address 973 Treasure Lk Loan Program 30_yr Fixed
 City Du Bois State PA Zip 15801 Mortgage Type/Term 360 mos
 Escrow/Impound Account: Yes XXX No

DISCLOSURE

You have applied for a mortgage loan from Quicken Loans Inc. ("Lender"). This document discloses your locked interest rate and any loan discount fee that you may have elected to pay. Please note, any references to interest rates and loan discount fees in other application documents such as your Good Faith Estimate are only estimates.

Lender will begin processing your application (which may include ordering an appraisal, credit report, title commitment and other necessary items) immediately upon the submission of your application and deposit. You agree to cooperate in the application process (including submitting all required documentation in a timely manner) and if needed, to help get the information Lender needs from third parties such as your bank, employer, current mortgage company, etc. In addition, you agree to notify Lender of any changes in any information submitted in connection with your application.

Lender's objective is to have your application fully processed and closed on or before the lock expiration date and/or anticipated closing date. However, please note that some parts of this process aren't under Lender's control. For instance, Lender can't be responsible for delays in loan approval or closing due to the following: the untimely receipt of an acceptable appraisal; the untimely receipt of required documentation; your existing home not selling; matters disclosed by a title commitment or survey; any other matters beyond Lender's reasonable control.

INTEREST RATE LOCK AGREEMENT

You have chosen to "Lock" your interest rate at: 4.990%
 With a loan discount fee of 2.500% (\$ 4,743.75)
 Your Loan Amount is: \$ 189,750.00
 Lock Expiration Date: 01/02/2009

You have requested that the above interest rate and loan discount fee (if any) be locked from the date of this Interest Rate Disclosure until the Lock Expiration Date. Locking an interest rate means your rate is protected from market changes until the closing of your loan or until your Locked Expiration Date - whichever comes first.

Lender will honor these terms if (1) Lender receives the items requested in the application documents by 12/08/2008 and (2) your application is approved and your loan is closed on or before your Lock Expiration Date. Please be aware that if Lender does not receive the requested items by 12/08/2008, your locked rate will automatically expire.

It's possible that Lender's interest rates may fall between the date of this Interest Rate Disclosure and your Lock Expiration Date. If this happens, you're still required to close at your locked rate. If for any reason you can't close on or before your Lock Expiration Date, you'll be required to close at the **higher** of your locked rate or Lender's then current rate.

Your locked rate is valid only for the above property address, loan amount and loan program. If you choose to purchase or refinance a different property, switch loan programs, change your point structure, extend your lock or change your loan amount, you must re-lock at the **higher** of your original locked rate or Lender's then current rate.

DEPOSIT AGREEMENT

With your deposit of \$ 500.00, you authorize Lender to begin processing your loan application and advance out-of-pocket expenses on your behalf. You authorize Lender to charge this deposit amount to your credit card. Lender will not accept a check or cash. The last five digits of the credit card number are 87415.

If your application is approved, at the closing, Lender will credit the amount of your deposit on your closing statement toward your closing costs. If your application is denied, Lender will refund the deposit less the actual amount of out-of-pocket costs incurred on your behalf for, among other items, the cost of an appraisal and/or credit report. A conditional approval or request for additional information is not a denial. The deposit will **not** be refunded if you: don't fully cooperate in or complete the application process (including submitting all required documentation in a timely manner), choose to withdraw your application, or choose not to close the transaction for any reason (including changing interest rates).

NEITHER THIS AGREEMENT NOR THE LOCKING OF AN INTEREST RATE IS A COMMITMENT TO LEND BY LENDER OR AN UNDERWRITING APPROVAL OF YOUR LOAN.

By signing below, you acknowledge your understanding and agreement with the terms as stated herein.

Terry Moore
 Lender Representative Terry Moore

John M. Monti



q03218502243 0204 176 0101

I, John M. Monti, verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: 12/31/08

John M. Monti

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

ANNE MONTI

Plaintiff,

vs.

JOHN MONTI,

Defendant.

: NO. 04-15⁶23-CD
:
: TYPE OF CASE: Divorce
:
: TYPE OF PLEADING:
: Entry of Appearance
:
: FILED ON BEHALF OF:
: Defendant.
:
: COUNSEL OF RECORD FOR THIS
: PARTY:
: Earle D. Lees, Jr., Esquire
: P.O. Box 685, 109 N. Brady St.
: DuBois, PA 15801
: Telephone: (814) 375-9310
: Supreme Crt. I.D. #15763

⁵ FILED ^{ice}
m/11/22/07 ^{Atty Lees}
MAR 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

Copy to
CIA

OK
#25

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

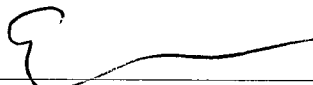
ANNE MONTI, :
Plaintiff, :
 : NO.: 04-15⁶23-CD
vs. :
 :
JOHN MONTI, :
Defendant. :

ENTRY OF APPEARANCE

TO THE CLERK OF COURTS:

Kindly enter my appearance in the above matter.

Respectfully submitted,



Earle D. Lees, Jr., Esquire
109 North Brady Street
P.O. Box 685
DuBois, PA 15801
Court I.D. #15763
Telephone: (814) 375-9310

Dated: Marh 18, 2008

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

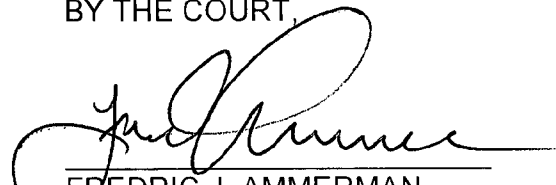
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1563
NO. 04-1523-CD

ORDER

NOW, this 15 day of January, 2008, the Court being in receipt of the Defendant's *pro se* request (attached) for a thirty day extension in which to file post hearing brief following Master's hearing; it is the ORDER of this Court that said request be and is hereby granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 2008
JAN 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

2008
100 Def.-
973 Treasure Lake
DuBois, PA 15801

600

234

DATE: 1/16/08

☒ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

____ Plaintiff(s) ☒ Plaintiff(s) Attorney ____ Other

☒ Defendant(s) ____ Defendant(s) Attorney

____ Special Instructions:

FILED

JAN 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

January 8, 2008

John M. Monti
973 Treasure Lake
Du Bois, PA 15801
immonti@verizon.net
814-591-1925



Mr. Daniel Payne
Divorce Master
Clearfield County Court
230 East Market Street
Clearfield, PA 16830

RE: Anne E Monti vs.
John M. Monti
No. 2004 – 1523 C.D.

Dear Mr. Payne:

I am writing to respectfully request a thirty (30) day extension on the February 19th deadline for filing my post hearing brief. In representing EnviroTek Wall System, LP, I am required to be out of town all next week, week of January 14th, and 3 ½ days the following week. Additionally I must be in Texas the week of February 11th for our product testing. In an effort to make the February deadline I have requested attorney Richard MilGrub to assist me, but unfortunately his schedule will not allow the necessary time for us to put this together.

Please consider I do not wish to postpone this any longer then necessary, as I have been trying to reach a settlement, soon to be four years. Unfortunately, I am working for a startup company and don't have any other options but to request this of you.

I sincerely appreciate your consideration and time and hope you will grant me this extension.

Sincerely,

A handwritten signature in cursive script that reads "John M. Monti".

John M. Monti

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

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

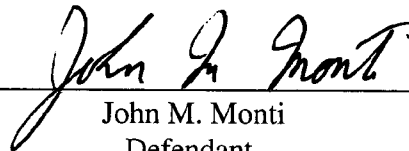
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No. 04 - 1563 C.D.

**WAIVER OF NOTICE OF INTENTION TO REQUEST
ENTRY OF A DIVORCE DECREE UNDER SECTION 3301(c)
OF THE DIVORCE CODE**

1. I consent to the entry of a final decree of divorce without notice.
2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.
3. I understand that I will not be divorced until a divorce decree is entered by the Court and that a copy of the decree will be sent to me immediately after it is filed with the Prothonotary.

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


John M. Monti
Defendant

Date: 11/21/07

FILED *nee*
01/3/58/61
NOV 26 2007
(GK)

William A. Shaw
Prothonotary/Clerk of Courts

#23

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

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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: No. 04 - 1563 C.D.
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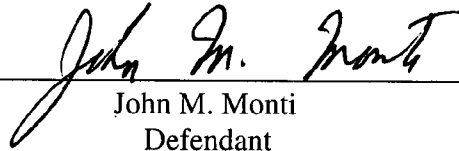
AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on October 8, 2004.

2. The marriage of the Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of filing and service of the Complaint.

3. I consent to the entry of a final decree of divorce after service of Notice of Intention to Request Entry of the Decree.

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


John M. Monti
Defendant

Date: 11/21/07

9 FILED NO CC
013:58301
NOV 26 2007 (GR)

William A. Shaw
Prothonotary/Clerk of Courts

#22

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

ANNE E. MONTI,
Plaintiff,

No. 2004-1563-CD

v.

JOHN M. MONTI,
Defendant

ORDER

NOW, this 20th day of November 2007, following Master's hearing concerning the above-referenced matter, it is the Order of this Court as follows:

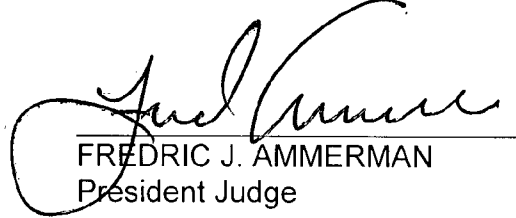
1. At the joint request of the Parties, the Court Reporter shall complete the transcript of the Equitable Distribution Hearing held November 16 and 17, 2007 and provide the original and one copy of the same to the Plaintiff by no later than December 19, 2007;
2. The parties shall submit briefs and schedules of proposed distribution to Daniel A. Payne, Esquire, Divorce Master, c/o Clearfield County Courthouse, Court Administrator's Office, 230 East Market Street, Suite 228, Clearfield, Pennsylvania, by and no later than February 19, 2008;
3. The parties shall brief the issue of Plaintiff's Objection relative to Pa. R.C.P. 1920.33 as Defendant failed to provide values for items listed in his Inventory and Appraisement.
4. The record shall remain open for no more than ten (10) days to allow counsel for both parties to determine updated values for Plaintiff's CREF Retirement Account, Defendant's whole life insurance policy and to secure

FILED
NOV 21 2007
0/9:30/WA
William A. Shaw
Prothonotary/Clerk of Courts
CENT TO ATTY CHERRY
DEPT.
D. PAYNE
COURT REPORTER

2

documentation relative to Defendant's alleged \$37,000.00 pre-marital debts.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
NOV 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11-21-07

☒ You are responsible for serving all appropriate parties.
☒ The Prothonotary's office has provided service to the following parties:
☒ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other
☒ Defendant(s) ☐ Defendant(s) Attorney
☒ Special Instructions:

Dennis
+
D. Payne

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

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

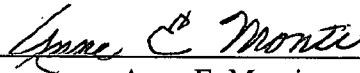
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No. 04 - 1563 C.D.

**WAIVER OF NOTICE OF INTENTION TO REQUEST
ENTRY OF A DIVORCE DECREE UNDER SECTION 3301(c)
OF THE DIVORCE CODE**

1. I consent to the entry of a final decree of divorce without notice.
2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.
3. I understand that I will not be divorced until a divorce decree is entered by the Court and that a copy of the decree will be sent to me immediately after it is filed with the Prothonotary.

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



Anne E. Monti
Plaintiff

Date: 11.16.07

FILED NO CC
O/I: 5034
NOV 16 2007 (GR)

William A. Shaw
Prothonotary/Clerk of Courts

#30

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

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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:
:
: No. 04 - 1563 C.D.
:
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:

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on October 8, 2004.

2. The marriage of the Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of filing and service of the Complaint.

3. I consent to the entry of a final decree of divorce after service of Notice of Intention to Request Entry of the Decree.

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



Anne E. Monti
Plaintiff

Date: 11.16.07

FILED NOCC
OCT 16 2007 (GK)

William A. Shaw
Prothonotary/Clerk of Courts

#19

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

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

:
:
:
: No. 04 - 1563 C.D.
:
:
:

CERTIFICATE OF ELECTION TO RETAKE PRIOR NAME

Prior to the entry of a final Decree in Divorce, ANNE E. MONTI hereby elects to retake and hereafter use her prior name of ANNE E. MATHISEN, and gives this written notice avowing her intention under the provisions of 54 Pa. C.S.A. Section 704.

Anne E. Monti
Anne E. Monti

TO BE KNOWN AS:

Anne E. Mathisen
Anne E. Mathisen

5
FILED Pff pd.
01:54 PM 10.00
NOV 16 2007 6 Certificates
to Pff
William A. Shaw
Prothonotary/Clerk of Courts
(6K)

#18

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

COPY

Anne E. Monti
Plaintiff

Vs.

Case No. 2004-01563-CD

John M. Monti
Defendant

CERTIFICATE OF ELECTION TO RETAKE PRIOR NAME

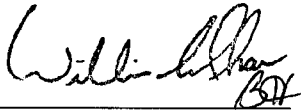
Prior to the entry of a final decree in divorce, Anne E. Monti hereby elects to retake and hereafter use her prior name of Anne E. Mathisen, and gives this written notice avowing her intention with the provisions of 54 Pa.C.S.A. Section 704.

s/Anne E. Monti

TO BE KNOWN AS:

s/Anne E. Mathisen

Certified from the record
Friday, November 16, 2007



William A. Shaw, Prothonotary

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

ANNE E. MONTI,
Plaintiff
vs.
JOHN M. MONTI,
Defendant

*
*
* No. 04-1563-CD
*
*

ORDER

NOW, this 14th day of September, 2007, following pre-trial conference in the above-captioned case, it is the ORDER of this Court as follows:

1. The Master's Hearing will be held before Daniel A. Payne, Esquire and has been rescheduled from one day in length to one and one-half days. A full day on the 15th day of November, 2007 commencing at 9:00 a.m. and one-half day on the 16th day of November, 2007 commencing at 9:00 a.m. in Hearing Room No. 3 of the Clearfield County Courthouse.
2. In order to defray the costs of the Master's Hearing, each party shall by no later than **October 16, 2007** deposit the amount of Three Hundred Seventy Five Dollars (\$375.00) with the Prothonotary. Any check or money order shall be made payable to the Prothonotary of Clearfield County. This amount shall be non-refundable; and
3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated.


FREDRIC J. AMMERMAN
President Judge

FILED
012:08/501
SEP 17 2007
William A. Shaw
Prothonotary/Clerk of Courts
ICC Atty T. Cherry
ICC Def-
973 Treasure Lake
DuBois, PA 15801

ICC D. Payne
(without memo) @

#17

FILED

SEP 17 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/17/07

You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

: No. 04 - 1563 C.D.
:
: Type of Case: DIVORCE
:
: Type of Pleading: INVENTORY
:
: Filed on Behalf of : ANNE E. MONTI,
: Plaintiff
:
: Counsel of Record for this Party;
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED
013.5461 4cc
SEP 12 2007 Atty
William A. Shaw
Prothonotary/Clerk of Courts
(814) 371-5800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

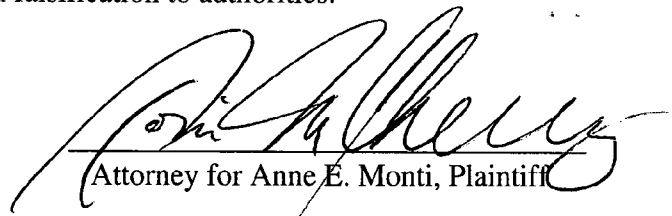
Defendant

:
:
: No. 04 - 1563 C.D.
:
: IN DIVORCE
:
:

INVENTORY
OF
ANNE E. MONTI, PLAINTIFF

Plaintiff files the following Inventory of all property owned or possessed by either party at the time this action was commenced and all property transferred within the preceding three (3) years.

Plaintiff verifies that the statements made in this Inventory are true and correct. Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.


Attorney for Anne E. Monti, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

:
:
: No. 04 - 1563 C.D.
:
: IN DIVORCE
:
:

ASSETS OF PARTIES

(Plaintiff) marks on the list below those items applicable to the case at bar and itemizes the assets on the following pages. If an item has been appraised, a copy of the appraisal report is attached.

- | | |
|--|--|
| ☒ 1. Real property | tions held by a party with company) |
| ☒ 2. Motor vehicles | |
| ☐ 3. Stock, bonds, securities and options | ☐ 16. Employment termination benefits--severance pay, workman's compensation claim/award |
| ☐ 4. Certificates of deposit | |
| ☒ 5. Checking accounts, cash | ☐ 17. Profit sharing plans |
| ☒ 6. Savings accounts; money market and savings certificates | ☐ 18. Pension plans (indicate employee contribution and date plan vests) |
| ☐ 7. Contents of safe deposit boxes | ☐ 19. Retirement plans; Individual Retirement Accounts |
| ☐ 8. Trusts | |
| ☒ 9. Life insurance policies (indicate face value, cash surrender value and current beneficiaries) | ☐ 20. Disability payments |
| ☐ 10. Annuities | ☐ 21. Litigation claims (matured and unmatured) |
| ☐ 11. Gifts | ☐ 22. Military/V. A. benefits |
| ☐ 12. Inheritances | ☐ 23. Educational benefits |
| ☐ 13. Patents, copyrights, inventions, royalties | ☐ 24. Debts due, including loans, mortgages held |
| ☒ 14. Personal property outside the home | ☒ 25. Household furnishings and personalty (include as a total category and attach itemized list if distribution of such assets is in dispute) |
| ☐ 15. Businesses (list all owners, including percentage of ownership, and officer/director positions) | ☒ 26. Other |

MARITAL PROPERTY

Plaintiff lists all marital property in which either or both spouses have a legal or equitable interest individually or with any other person as of the date this action was commenced.

Description of Property: House on two lots, one and two in Section 15, Treasure Lake, DuBois, PA

Names of all Owners: John M. Monti and Anne E. Monti

Date of Acquisition: originally 9/25/96 then transferred into tenants by the entireties 8/15/97

Cost or Value as of Date of Acquisition: \$147,900.00

Value as of Date Action Commenced: \$174,500.00

Amount of any Lien: \$104,142.67

Nature of any Lien: Mortgage

Effective Date of Lien: 4/09/02 (refinance)

Holder of Lien: PNC Bank

Description of Property: Rental property at 511-511-1/2 Pifer Street, DuBois, PA

Names of all Owners: John M. Monti and Anne E. Monti

Date of Acquisition: 5/21/99

Cost or Value as of Date of Acquisition: \$60,000.00.

Value as of Date Action Commenced: \$66,200.00

Amount of any Lien: \$27,097.32

Nature of any Lien: Mortgage

Effective Date of Lien: 5/21/99

Holder of Lien: First Commonwealth Bank

Amount of any Lien: \$37,293.67

Nature of any Lien: Note

Effective Date of Lien: 4/09/02

Holder of Lien: PNC Bank

Description of Property: Rental property at 201 North Fifth Street, Reynoldsville, PA

Names of all Owners: John M. Monti and Anne E. Monti

Date of Acquisition: 1999

Cost or Value as of Date of Acquisition: \$25,000.00

Value as of Date Action Commenced: \$35,900.00

Amount of any Lien: \$27,980.36

Nature of any Lien: Note (refinance)

Effective Date of Lien: 3/26/03

Holder of Lien: PNC Bank

Description of Property: 2003 Chevrolet Monte Carlo SS Coupe - two door

Names of all Owners: John M. Monti and Anne E. Monti

Date of Acquisition: 9/24/02

Cost or Value as of Date of Acquisition: \$28,395.00

Value as of Date Action Commenced: \$14,000.00. (by Stipulation of the parties) Value is only fair because husband damaged vehicle by keying door in September of 2004. Cost to repair - \$5,000.00

Amount of any Lien: None

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: 1996 Oldsmobile Aurora Sedan

Names of all Owners: John M. Monti

Date of Acquisition: 6/25/02

Cost or Value as of Date of Acquisition: \$11,500.00

Value as of Date Action Commenced: \$7,000.00

Amount of any Lien: None

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: 2003 Chevrolet Corvette Z06

Names of all Owners: John M. Monti

Date of Acquisition: 7/17/03

Cost or Value as of Date of Acquisition: \$53,784.42

Value as of Date Action Commenced: \$50,000.00

Amount of any Lien: Originally \$51,784.42. Currently unknown.

Nature of any Lien: Purchase money

Effective Date of Lien: 7/17/03

Holder of Lien: Citizens Automobile Finance, Inc.

Description of Property: 1998 Sylvan Marine 820 Elite Pontoon Cruiser with outboard motor

Names of all Owners: John M. Monti and Anne E. Monti

Date of Acquisition: During Marriage

Cost or Value as of Date of Acquisition: \$12,335.00

Value as of Date Action Commenced: \$9,080.00

Amount of any Lien: None

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: Savings Account in First Commonwealth Bank

Names of all Owners: Joint

Date of Acquisition: During Marriage

Cost or Value as of Date of Acquisition: unknown

Value as of Date Action Commenced: greater than \$13,591.35. This account was in the sole possession of John M. Monti who disclosed that the value on September 13, 2004, was \$13,591.35. This date was after date of separation.

Amount of any Lien:

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: Checking Account in First Commonwealth Bank

Names of all Owners: Joint

Date of Acquisition: none

Cost or Value as of Date of Acquisition: Greater than \$2,179.36. This account remained in the sole possession of John M. Monti and he has not disclosed the full amount in the account at time of separation

Value as of Date Action Commenced:

Amount of any Lien:

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: Second Checking Account with First Commonwealth Bank

Names of all Owners: Joint

Date of Acquisition: unknown

Cost or Value as of Date of Acquisition:

Value as of Date Action Commenced: Greater than \$750.53. This account was in the sole possession of the Defendant, John M. Monti, and he has not disclosed the amount at time of separation.

Amount of any Lien:

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: Checking Account with PNC Bank

Names of all Owners: Joint

Date of Acquisition:

Cost or Value as of Date of Acquisition: unknown

Value as of Date Action Commenced: Greater than \$756.07. This was the amount as of September 15, 2004. Defendant has not disclosed the amount at time of separation.

Amount of any Lien:

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: Whole Life Insurance Policy with National Life of Vermont

Names of all Owners: John M. Monti

Date of Acquisition:

Cost or Value as of Date of Acquisition: unknown

Value as of Date Action Commenced: \$10,000.00

Amount of any Lien: None

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: Special edition Steinway Grand Piano, Model B, Serial #553075
built in 1999

Names of all Owners:

Date of Acquisition:

Cost or Value as of Date of Acquisition: \$71,600.00

Value as of Date Action Commenced: \$61,990.00 (by stipulation of the parties)

Amount of any Lien:

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: Household goods and furnishings in the marital residence (See
attached itemized list.)

Names of all Owners: Joint

Date of Acquisition:

Cost or Value as of Date of Acquisition:

Value as of Date Action Commenced: \$15,895.00

Amount of any Lien: None

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: P. Buckley Moss Art Print - "The Way Home"

Names of all Owners: Wife

Date of Acquisition:

Cost or Value as of Date of Acquisition:

Value as of Date Action Commenced: \$69.00

Amount of any Lien:

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: P. Buckley Moss Art Print - "Cherished Eve"

Names of all Owners: Wife

Date of Acquisition:

Cost or Value as of Date of Acquisition:

Value as of Date Action Commenced: \$27.50

Amount of any Lien:

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: 3-1/2 years of rent from rental properties

Names of all Owners: Joint

Date of Acquisition:

Cost or Value as of Date of Acquisition:

Value as of Date Action Commenced: \$53,161.50 - received solely by husband.

Amount of any Lien:

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

Description of Property: Camper

Names of all Owners: Joint

Date of Acquisition: During Marriage

Cost or Value as of Date of Acquisition:

Value as of Date Action Commenced: \$2,000.00

Amount of any Lien: None

Nature of any Lien:

Effective Date of Lien:

Holder of Lien:

NON-MARITAL PROPERTY

Plaintiff lists all property in which a spouse has legal or equitable interest which is claimed to be excluded from marital property

Description of Property: Interest in TIAA IRA, Contract No. B226491-5

Names of All Owners: Anne E. Monti

Date of Acquisition: 1982

Cost or Value as of Date of Acquisition:

Value as of Date Action Commenced: \$21,260.48

Amount of Any Lien:

Nature of Any Lien:

Effective Date of Lien:

Holder of Lien:

Reason for Exclusion: Distributed to wife as part of her equitable distribution settlement in divorce from first husband

Description of Property: CREF RA, Certificate No. Q226491-2

Names of All Owners: Anne E. Monti

Date of Acquisition: 1/01/82

Cost or Value as of Date of Acquisition:

Value as of Date Action Commenced: \$41,378.77

Amount of Any Lien:

Nature of Any Lien:

Effective Date of Lien:

Holder of Lien:

Reason for Exclusion: Distributed to wife as part of her equitable distribution settlement in divorce from first husband

Description of Property: All household goods, furnishings, china, crystal, prints and other personalty brought into the marriage by wife

Names of All Owners: Anne E. Monti

Date of Acquisition:

Cost or Value as of Date of Acquisition:

Value as of Date Action Commenced:

Amount of Any Lien:

Nature of Any Lien:

Effective Date of Lien:

Holder of Lien:

Reason for Exclusion: Property was either distributed to wife in the divorce proceeding arising of her first marriage or was purchased by wife prior to the date of the marriage of the parties.

LIABILITIES

Plaintiff lists all liabilities of either or spouses alone or with any person
as of the date this action was commenced

Description: Mortgage on house on two lots, one and two in Section 15, Treasure Lake

Names of All Creditors/Debtors: PNC Bank/John M. Monti and Anne E. Monti

Date Liability was Incurred: 4/09/02 (refinance)

Amount of Liability, Date Incurred & Action was Commenced: \$104,142.67

Date Balance Becomes Due:

Periodic Payment and Amount:

Description: Mortgage on rental property at 511-511-1/2 Pifer Street, DuBois, PA

Names of All Creditors/Debtors: First Commonwealth Bank/John M. Monti & Anne E. Monti

Date Liability was Incurred: 5/21/99

Amount of Liability, Date Incurred & Action was Commenced: \$27,097.32

Date Balance Becomes Due:

Periodic Payment and Amount:

Description: Note on rental property at 511-511-1/2 Pifer Street, DuBois, PA

Names of All Creditors/Debtors: PNC Bank/John M. Monti and Anne E. Monti

Date Liability was Incurred: 4/09/02

Amount of Liability, Date Incurred & Action was Commenced: \$37,293.67

Date Balance Becomes Due:

Periodic Payment and Amount:

Description: Note (refinance) on rental property at 201 North Fifth St., Reynoldsville, PA

Names of All Creditors/Debtors: PNC Bank/John M. Monti and Anne E. Monti

Date Liability was Incurred: 3/26/03

Amount of Liability, Date Incurred & Action was Commenced: \$27,980.36

Date Balance Becomes Due:

Periodic Payment and Amount:

SUMMARY REPORT UNIFORM RESIDENTIAL APPRAISAL REPORT

Property Address: Treasure Lake, Sect. 15, Lots 1 & 2		City: DuBois	State: PA	Zip Code: 15801
Legal Description: Attached deed and tax map		County: Clearfield		
Assessor's Parcel No.: 128-C2-15-01 & 02		Tax Year: 2006	RE. Taxes \$: 3,028.35	Special Assessments \$: none
Borrower: None	Current Owner: John & Anne Monti		Occupant: ☒ Owner	☐ Tenant ☐ Vacant
Property rights appraised: ☒ Fee Simple	☐ Leasehold	Project Type: ☒ PUD	Condominium (HUD/VA only) HOAS: 105.67 /Mo.	
Neighborhood or Project Name: Treasure Lake		Map Reference: Section 15 Census Tract: 3304		
Sale Price \$: none	Date of Sale: none	Description and \$ amount of loan charges/concessions to be paid by seller: none		
Lender/Client: Anne E. Monti		Address: 6525 S. Arbutus Circle 1125, Littleton, CO 80127		
Appraiser: Donald K. Smith		Address: 998 Beaver Dr., DuBois, PA 15801		
Location: ☐ Urban ☒ Suburban ☐ Rural	Built up: ☐ Over 75% ☒ 25-75% ☐ Under 25%	Predominant occupancy: ☒ Owner	Single family housing PRICE \$(000): 35	Present land use %: ☒ One family 25
Growth rate: ☐ Rapid ☒ Stable ☐ Slow	Property values: ☐ Increasing ☒ Stable ☐ Declining	☐ Tenant	AGE (yrs): 1	☒ Not likely ☐ Likely
Demand/supply: ☐ Shortage ☒ In balance ☐ Over supply	Marketing time: ☐ Under 3 mos. ☒ 3-6 mos. ☐ Over 6 mos.	☒ Vacant (0-5%)	350 High 30	☐ In process
		☐ Vacant (over 5%)	140 Predominant 10	To: _____
			140 Predominant 10	Commercial 2
			140 Predominant 10	Vacant 73

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: **Treasure Lake is the neighborhood which has 8,000 acres, 6400 lots and amenities.**

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):

Treasure Lake is a planned residential community with 8,000 acres and has 24 hour security guards and gate. Treasure Lake has many amenities with the major ones being two lakes, two golf courses, 3 swimming pools, small swimming beaches, marina, ski lodge, and tennis courts.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time

-- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): **There are no foreseeable changes in the local market area to create any major negative or positive effect. The employment appears to be stable. There are good mortgage rates and supply of money. From the courthouse and M.L.S. records, they are showing that properties are showing a minimum appreciation rate of about 3 to 4 percent.**

Project Information for PUDs (If applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ Yes ☒ No

Approximate total number of units in the subject project: **6,400** Approximate total number of units for sale in the subject project: **300 to 400**

Describe common elements and recreational facilities: **Amenities, roads and Lakes** Each lot is fee simple.

Dimensions: 179 x 150 x 179 x 150= both lots		Topography: front slopes-rear flatter	
Site area: 26,850 sq.ft.	Corner Lot: ☐ Yes ☒ No	Size: 2 lots	
Specific zoning classification and description: P.R.D.		Shape: rectanglur	
Zoning compliance: ☒ Legal ☐ Legal nonconforming (Grandfathered use) ☐ Illegal ☐ No zoning		Drainage: adequate	
Highest & best use as improved: ☒ Present use ☐ Other use (explain)		View: good	
Utilities: Public ☒ Other ☐	Off-site Improvements: Type Public Private	Landscaping: extensive	
Electricity: ☒ available /prop.	Street: paved	Driveway Surface: paved	
Gas: ☐	Curb/gutter: none	Apparent easements: no apparent	
Water: ☒	Sidewalk: none	FEMA Special Flood Hazard Area: ☐ Yes ☒ No	
Sanitary sewer: ☒	Street lights: none	FEMA Zone: X Map Date: 9-6-89	
Storm sewer: ☒	Alley: none	FEMA Map No.: 42119100158	

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): **The site is typical and has no apparent easements or encroachments that will have a negative affect on the value of the lot.**

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units: one	Foundation: C.B.	Slab: ---	Area Sq. Ft.: 840	Roof: ☐					
No. of Stories: two	Exterior Walls: vinyl	Crawl Space: ---	% Finished: 450	Ceiling: ☒					
Type (Det./Att.): Det.	Roof Surface: shingle	Basement: full	Ceiling: drop	Walls: ☒					
Design (Style): 2 story	Gutters & Dwnspis: aluminum	Sump Pump: none	Walls: D.W.	Floor: ☐					
Existing/Proposed: existing	Window Type: D.H.	Dampness: none apparent	Floor: carpet	None: ☐					
Age (Yrs.): 1992	Storm/Screens: D.P.-yes	Settlement: none apparent	Outside Entry: none	Unknown: ☐					
Effective Age (Yrs.): 15 yrs	Manufactured House: no	Infestation: none apparent							

ROOMS		Rooms		Bedrooms		Bathrooms		Area Sq. Ft.	
Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry
Basement									
Level 1	X	X	X	X				1	B.nook
Level 2							3	2	

Finished area above grade contains: **9** Rooms; **3** Bedroom(s); **3** Bath(s); **1878** Square Feet of Gross Living Area

INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE:	
Floors: crpt/tile/vinyl	Type: FA	Refrigerator: ☐ None	Fireplace(s): ☒ working	None: ☐							
Walls: D.W.	Fuel: propane	Range/Oven: ☐ Stairs	Patio: rear	Garage: ☐							
Trim/Finish: cherry	Condition: good	Disposal: ☒ Drop Stair	Deck: ☐	Attached: 2							
Bath Floor: tile	COOLING: yes	Dishwasher: ☒ Scuttle	Porch: F & R	Detached: ☐							
Bath Wainscot: fiberglass	Central: yes	Fan/Hood: ☐ Floor	Fence: ☐	Built-In: ☐							
Doors: hollowcore	Other: good	Microwave: ☐ Heated	Pool: ☐	Carport: ☐							
	Condition: good	Washer/Dryer: ☐ Finished		Driveway: paved							

Additional features (special energy efficient items, etc.): **Front porch 6'x18'. Rear porch 8'x30'. Rear patio 16' x 18'. Nicely landscaped including fountain and rear small pond.**

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: **The subject has been well maintained and in condition typical of this age and price range. No significant repairs needed.**

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: **None apparent, but there is the possibility of radon in this area.**

COST APPROACH	ESTIMATED VALUE	= \$	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property):
	ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		When appraising a home that is not new, the cost approach would not be meaningful.
	Dwelling	Sq. Ft @ \$ = \$	
		Sq. Ft @ \$ =	
		=	
	Garage/Carport	Sq. Ft @ \$ =	
	Total Estimated Cost New	= \$	
	Less	Physical Functional External	
	Depreciation	= \$	
	Depreciated Value of Improvements	= \$	
"As-is" Value of Site Improvements	= \$		
INDICATED VALUE BY COST APPROACH	= \$	N.A.	

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	Treasure Lake Sec. 15, Lts. 1/2	Treasure Lake Section 14, Lot 135	Treasure Lake Section 16, Lot 81	Treasure Lake Section 6, Lot 177
Proximity to Subject		2 blocks	about 1 mile	about 1 mile
Sales Price	\$ none	\$ 162,900	\$ 170,000	\$ 185,000
Price/Gross Liv. Area	\$ ---	\$ 71.51	\$ 80.95	\$ 97.94
Data and/or Verification Source	Inspection	M.L.S.	M.L.S.	M.L.S.
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION + (-) \$ Adjustment	DESCRIPTION + (-) \$ Adjustment	DESCRIPTION + (-) \$ Adjustment
Sales or Financing Concessions		Conv. ---	Cash ---	Conv. Sell Assist -5,550
Date of Sale/Time		11-17-06 +1,600	6-8-07 ---	12-20-06 +1,800
Location	Average	equal ---	equal ---	equal ---
Leasehold/Fee Simple	Fee simple	equal ---	equal ---	equal ---
Site	2 lots	inferior +4,000	inferior +4,000	inferior +4,000
View	Good	equal ---	equal ---	equal ---
Design and Appeal	Good	equal ---	equal ---	equal ---
Quality of Construction	Good	equal ---	equal ---	equal ---
Age	1992	equal ---	equal ---	2006 -10,000
Condition	Good	equal ---	superior -3,000	superior -10,000
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	9 3 3	8 4 2.5	10 4 2.5	8 3 2.5
Gross Living Area	1878 Sq. Ft.	2278 Sq. Ft.	2100 Sq. Ft.	1889 Sq. Ft.
Basement & Finished	840 s.f.	1037 s.f.	998 s.f. unfin.	945 s.f. unfin.
Rooms Below Grade	450 s.f. fin.	unfin.	1 car gar.	unfin.
Functional Utility	Average	equal ---	equal ---	equal ---
Heating/Cooling	H.A.-central	equal ---	H.W.-none +1,500	equal ---
Energy Efficient Items	None	equal ---	equal ---	equal ---
Garage/Carport	2 car att.	equal ---	equal ---	equal ---
Porch, Patio, Deck, Fireplace(s), etc.	F & R porch patio-landscp.	F.porch R.deck F/P +4,000	F & R porch F/P +4,000	F.porch R.patio +6,000
Fence, Pool, etc.	None	equal ---	equal ---	equal ---
	None	equal ---	equal ---	equal ---
Net Adj. (total)		[X] + [] - \$ 6,400	[X] + [] - \$ 4,400	[] + [X] - \$ 7,750
Adjusted Sales Price of Comparable		\$ 169,300	\$ 174,400	\$ 177,250

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): All three comparables were considered in this approach. More weight was given to comparable # 3 because it was more similar in size to the subject.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	None	None	None	None

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: None.

INDICATED VALUE BY SALES COMPARISON APPROACH. no market \$ 174,500

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ information /Mo. x Gross Rent Multiplier = \$ N.A.

This appraisal is made [X] "as is" subject to the repairs, alterations, inspections or conditions listed below [] subject to completion per plans and specifications. Conditions of Appraisal: This appraisal is for Anne Monti to establish market value.

Final Reconciliation: The sales comparison approach was used to arrive at the market value.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6-93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 6-13-07 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 174,500.

APPRaiser: Donald K. Smith
Signature: Donald K. Smith

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: [] Did [] Did Not
Name: [] Inspect Property

Date Report Signed June 25, 2007

Date Report Signed

State Certification # RL-001333-L

State Certification #

Or State License # PA Certified Residential Appraiser

Or State License #

SUMMARY REPORT													
UNIFORM RESIDENTIAL APPRAISAL REPORT File No.													
Property Address 511 Pifer St. City DuBois State PA Zip Code 15801													
Legal Description Attached deed and tax map County Clearfield													
Assessor's Parcel No. 7-4-11-3143 Tax Year 2007 RE. Taxes \$1,484.34 Special Assessments \$none													
Borrower none Current Owner John M. & Anne E. Monti Occupant: [X] Owner [X] Tenant [] Vacant []													
Property rights appraised [X] Fee Simple [] Leasehold [] Project Type [] PUD [] Condominium (HUD/VA only) [] HOA\$ /Mo.													
Neighborhood or Project Name DuBois Market Area Map Reference none Census Tract 3,303													
Sale Price \$ none Date of Sale none Description and \$ amount of loan charges/concessions to be paid by seller none													
Lender/Client Anne E. Monti Address 6525 S. Arbutus Circle 1125, Littleton, CO. 80127													
Appraiser Donald K. Smith Address 998 Beaver Dr., DuBois, PA 15801													
Location [X] Urban [] Suburban [] Rural [] Predominant occupancy [X] Owner [] Tenant [] Vacant (0-5%) [] Vacant (over 5%) []													
Built up [X] Over 75% [] 25-75% [] Under 25% [] Single family housing PRICE \$(000) AGE (yrs) One family 85 2-4 family 10													
Growth rate [X] Rapid [X] Stable [] Slow [] 30 Low 20 120+ High 100+ Multi-family []													
Property values [] Increasing [X] Stable [] Declining []													
Demand/supply [] Shortage [X] In balance [] Over supply []													
Marketing time [] Under 3 mos. [X] 3-6 mos. [] Over 6 mos. [] vary vary vacant 5													
Note: Race and the racial composition of the neighborhood are not appraisal factors.													
Neighborhood boundaries and characteristics: DuBois Market Area													
Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):													
The subject is located in the City of DuBois. DuBois is not a large town so the subject is conveniently located for shopping, employment, schools and recreational facilities. There is access to all utilities, electric, gas, water and sewer. The DuBois market has limited public transportation. In general, the appearance of properties in the subjects neighborhood are maintained. This neighborhood will have appeal to the market.													
Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):													
There are no foreseeable changes in the local market area to create any major negative or positive affects. The employment appears to be stable. There are good mortgage rates and supply of money. From the court house and M.L.S. records, they are showing that properties are showing an appreciation rate of about 1 to 2%.													
Project Information for PUDs (If applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? [] Yes [] No													
Approximate total number of units in the subject project Approximate total number of units for sale in the subject project													
Describe common elements and recreational facilities:													
Dimensions 47.7' x 150' x 37.5' x 150'													
Site area 6,390 sq. ft. Corner Lot [X] Yes [] No Topography level													
Specific zoning classification and description R-1 Size smaller than avg													
Zoning compliance [] Legal [X] Legal nonconforming (Grandfathered use) [] Illegal [] No zoning Shape irregular													
Highest & best use as improved: [X] Present use [] Other use (explain) Drainage adequate													
Utilities Public Other Off-site Improvements Type Public Private View avg													
Electricity [X] Street paved [X] Landscaping minimal													
Gas [X] Curb/gutter yes [X] Driveway Surface concrete													
Water [X] Sidewalk concrete [X] Apparent easements none													
Sanitary sewer [X] Street lights yes [X] FEMA Special Flood Hazard Area [] Yes [X] No													
Storm sewer [X] Alley side & rear paved [X] FEMA Zone C Map Date 12-1-78													
FEMA Map No. 420303-0002-B													
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.):													
See attached addendum													
GENERAL DESCRIPTION EXTERIOR DESCRIPTION FOUNDATION BASEMENT INSULATION													
No. of Units one Foundation stone Slab --- Area Sq. Ft. 672 Roof []													
No. of Stories two Exterior Walls brick Crawl Space --- % Finished 0 Ceiling []													
Type (Det./Att.) det Roof Surface shingle Basement full Ceiling rafters Walls []													
Design (Style) 2 stry Gutters & Dwnspts. alum Sump Pump no Walls stone Floor []													
Existing/Proposed exist Window Type older mix Dampness avg Floor concrete None [X]													
Age (Yrs.) 100+ Storm/Screens most/some Settlement avg Outside Entry none Unknown []													
Effective Age (Yrs.) 25 yrs Manufactured House none Infestation none app													
ROOMS Foyer Living Dining Kitchen Den Family Rm. Rec. Rm. Bedrooms # Baths Laundry Other Area Sq. Ft.													
Basement Level 1 X X X 672													
Level 2 3 1 672													
Finished area above grade contains: 6 Rooms; 3 Bedroom(s); 1 Bath(s); 1,244 Square Feet of Gross Living Area													
INTERIOR Materials/Condition HEATING KITCHEN EQUIP. ATTIC AMENITIES CAR STORAGE:													
Floors crpt&vnyl -A Type HA Refrigerator [] None [] Fireplace(s) # [] None [X]													
Walls DW -A Fuel gas Range/Oven [] Stairs [X] Patio [] Garage [] # of cars													
Trim/Finish HW -A Condition older Dishwasher [] Drop Stair [] Deck [] Attached []													
Bath Floor vinyl -A COOLING Fan/Hood [] Floor [X] Fr & R [X] Detached []													
Bath Wainscot tile -F Central none Microwave [] Heated [] Built-In []													
Doors hollowcore -A Other none Washer/Dryer [] Finished [] Carport []													
Condition none Driveway []													
Additional features (special energy efficient items, etc.): none													
Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.:													
Older two story brick home in average to fair condition. The windows are older, carpet is showing its age and the tile in the tub area needs some repairs.													
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: None apparent but there is the possibility of radon in this area.													

ESTIMATED MARKET VALUE	= \$	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): <u>When appraising an older home the depreciation factor is high so this approach is not meaningful.</u>
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
Dwelling	Sq. Ft @ \$ = \$	
	Sq. Ft @ \$ = \$	
	= \$	
Garage/Carport	Sq. Ft @ \$ = \$	
Total Estimated Cost New. = \$		
Less	Physical Functional External	
Depreciation	= \$	
Depreciated Value of Improvements	= \$	
"As-is" Value of Site Improvements	= \$	
INDICATED VALUE BY COST APPROACH		= \$ <u>N.A.</u>

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address							
Proximity to Subject							
Sales Price	\$	\$		\$		\$	
Price/Gross Liv. Area	\$	\$		\$		\$	
Data and/or Verification Source							
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
Sales or Financing							
Concessions							
Date of Sale/Time							
Location							
Leasehold/Fee Simple		SEE ATTACHED ADDENDUM					
Site							
View							
Design and Appeal							
Quality of Construction							
Age							
Condition							
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count							
Gross Living Area	Sq. Ft.	Sq. Ft.		Sq. Ft.		Sq. Ft.	
Basement & Finished Rooms Below Grade							
Functional Utility							
Heating/Cooling							
Energy Efficient Items							
Garage/Carport							
Porch, Patio, Deck, Fireplace(s), etc.							
Fence, Pool, etc.							
Net Adj. (total)							
Adjusted Sales Price of Comparable		\$		\$		\$	

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.):

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal				

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:

INDICATED VALUE BY SALES COMPARISON APPROACH. see addendum \$ N.A.INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ addendum / Mo. x Gross Rent Multiplier = \$ 66,200This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans and specifications
Conditions of Appraisal: See attached addendum. This appraisal is for Anne Monti to establish market value.Final Reconciliation: See attached addendum.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6-93).

(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF June 28, 2007(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 66,200APPRaiser: Donald K. Smith
Signature Donald K. Smith
Name Donald K. SmithDate Report Signed August 10, 2007State Certification # RL 001333L

Or State License #

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature

Name

Date Report Signed

State Certification #

Or State License #

☐ Did ☐ Did Not

Inspect Property

Property Address 511 1/2 Pifer St.		City DuBois		State PA	Zip 15801
Legal Description		County			
Assessor's Parcel No. 7-4-11-3143		Tax Year		RE. Taxes \$	
Borrower		Current Owner		Special Assessments \$	
Property rights appraised ☐ Fee Simple ☐ Leasehold		Project Type ☐ PUD ☐ Condominium (HUD/VA only)		HOAS \$ /Mo.	
Neighborhood or Project Name		Map Reference		Census Tract	
Sale Price \$		Date of Sale		Description and \$ amount of loan charges/concessions to be paid by seller	
Lender/Client		Address			
Appraiser		Address			
Location ☐ Urban ☐ Suburban ☐ Rural		Built up ☐ Over 75% ☐ 25-75% ☐ Under 25%		Growth rate ☐ Rapid ☐ Stable ☐ Slow	
Property values ☐ Increasing ☐ Stable ☐ Declining		Demand/supply ☐ Shortage ☐ In balance ☐ Over supply		Marketing time ☐ Under 3 mos. ☐ 3-6 mos. ☐ Over 6 mos.	
Predominant occupancy ☐ Owner ☐ Tenant ☐ Vacant (0-5%) ☐ Vacant (over 5%)		Single family housing PRICE \$ (000) AGE (yrs) ☐ Low ☐ High		Present land use % ☐ One family ☐ 2-4 family ☐ Multi-family ☐ Commercial	
Land use change ☐ Not likely ☐ Likely ☐ In process		To: _____			
Note: Race and the racial composition of the neighborhood are not appraisal factors.					
Neighborhood boundaries and characteristics: _____					
Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): _____					
Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): _____					
Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ Yes ☐ No					
Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____					
Describe common elements and recreational facilities: _____					
Dimensions _____		Site area _____		Corner Lot ☐ Yes ☐ No	
Specific zoning classification and description _____		Zoning compliance ☐ Legal ☐ Legal nonconforming (Grandfathered use) ☐ Illegal ☐ No zoning		Highest & best use as improved: ☐ Present use ☐ Other use (explain) _____	
Utilities Public ☐ Other ☐		Off-site Improvements Type Public Private		Topography _____	
Electricity ☐		Street ☐		Size _____	
Gas ☐		Curb/gutter ☐		Shape _____	
Water ☐		Sidewalk ☐		Drainage _____	
Sanitary sewer ☐		Street lights ☐		View _____	
Storm sewer ☐		Alley ☐		Landscaping _____	
				Driveway Surface _____	
				Apparent easements _____	
				FEMA Special Flood Hazard Area ☐ Yes ☐ No	
				FEMA Zone _____ Map Date _____	
				FEMA Map No. _____	
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): _____					
GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION	
No. of Units one		Foundation tile blk		Slab ---	
No. of Stories two		Exterior Walls alum		Crawl Space ---	
Type (Det./Att.) det		Roof Surface shingle		Basement full	
Design (Style) 2 stry		Gutters & Dwnspnts. alum		Sump Pump no	
Existing/Proposed exist		Window Type older DH		Dampness surf water	
Age (Yrs.) 100+		Storm/Screen yes/yes		Settlement none app	
Effective Age (Yrs.) 25		Manufactured House no		Infestation none app	
BASEMENT		INSULATION			
Area Sq. Ft. 672		Roof ☐			
% Finished 0		Ceiling ☒			
Ceiling rafters		Walls ☐			
Walls tile blk		Floor ☐			
Floor concrete		None ☐			
Outside Entry yes		Unknown ☐			
ROOMS		Foyer		Living	
Basement		Dining		Kitchen	
Level 1		Den		Family Rm.	
Level 2		Rec. Rm.		Bedrooms	
		# Baths		Laundry	
		Other		Area Sq. Ft.	
Finished area above grade contains: 7 Rooms; 3 Bedroom(s); 1 Bath(s); 1,244 Square Feet of Gross Living Area					
INTERIOR		HEATING		KITCHEN EQUIP.	
Materials/Condition		Type		ATTIC	
Floors pine -A		Fuel gas		Refrigerator ☐ None ☐	
Walls plaster -A		Condition avg		Range/Oven ☐ Stairs ☐	
Trim/Finish H wood -A		COOLING		Disposal ☐ Drop Stair ☐	
Bath Floor vinyl -A		Central none		Dishwasher ☐ Scuttle ☒	
Bath Wainscot fbqglass -A		Other none		Fan/Hood ☐ Floor ☐	
Doors older 6 -A		Condition none		Microwave ☐ Heated ☐	
panelled -A				Washer/Dryer ☐ Finished ☐	
AMENITIES		CAR STORAGE			
Fireplace(s) # ☐		None ☒			
Patio ☐		Garage ☐		# of cars	
Deck ☐		Attached ☐			
Porch Fr & R ☒		Detached ☐			
Fence ☐		Built-in ☐			
Pool ☐		Carport ☐			
		Driveway ☐			
Additional features (special energy efficient items, etc.): Front porch, 7'x20', rear porch 4'x16', both are in poor condition.					
Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: Older two story home in average to fair condition. Both porches will need repairs. Older windows, 2nd floor interior paint is peeling, older style bath and kitchen. One electric outlet in each bedroom and the closets are small.					
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: None apparent but there is the possibility of radon in this area.					

ESTIMATED SITE VALUE = \$
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:
Dwelling Sq. Ft @ \$ = \$
..... Sq. Ft @ \$ = \$
Garage/Carport Sq. Ft @ \$ = \$
Total Estimated Cost New. = \$
Less Physical Functional External
Depreciation = \$
Depreciated Value of Improvements. = \$
"As-is" Value of Site Improvements = \$
INDICATED VALUE BY COST APPROACH = \$

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property):

ITEM	SUBJECT	COMPARABLE NO. 1			COMPARABLE NO. 2		COMPARABLE NO. 3	
Address								
Proximity to Subject								
Sales Price	\$	\$		\$	\$		\$	
Price/Gross Liv. Area	\$	\$		\$	\$		\$	
Data and/or Verification Source								
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	
Sales or Financing								
Concessions								
Date of Sale/Time								
Location								
Leasehold/Fee Simple								
Site								
View								
Design and Appeal								
Quality of Construction								
Age								
Condition								
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		
Room Count								
Gross Living Area	Sq. Ft.	Sq. Ft.		Sq. Ft.		Sq. Ft.		
Basement & Finished Rooms Below Grade								
Functional Utility								
Heating/Cooling								
Energy Efficient Items								
Garage/Carport								
Porch, Patio, Deck, Fireplace(s), etc.								
Fence, Pool, etc.								
Net Adj. (total)			\$		\$		\$	
Adjusted Sales Price of Comparable			\$		\$		\$	

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.):

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal				

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:

INDICATED VALUE BY SALES COMPARISON APPROACH \$

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ / Mo. x Gross Rent Multiplier = \$

This appraisal is made ☐ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans and specifications.
Conditions of Appraisal:

Final Reconciliation:

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised _____).

!(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF _____
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ _____

APPRAISER:

Signature

Name

Date Report Signed

State Certification #

Or State License #

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature

Name

Date Report Signed

State Certification #

Or State License #

☐ Did ☐ Did Not

Inspect Property

ESTIMATED YEARLY INCOME APPROACH

Gross Income: 511 Pifer St. = \$534 x 12 mo. = \$6,408
 511 ½ Pifer St. = \$415 x 12 mo. = 4,980

Total Gross Income: \$11,388

Expenses:

Taxes: \$1,485
Insurance: 525
Vacancy: 500
Reserve for Maintenance: 1,000
Management Fee: 600

Total Expenses: 4,110

Net Annual Income: \$ 7,278

Capitalization:

(A) Anticipated rate of return 7%

(B) Amortization rate 4%

(C) Total capitalization rate: ÷ 11%

Capitalized value of the subject: \$66,200

COMMENTS AND CONDITION

The subject is two single houses on one lot. A standard lot in DuBois is 7,500 square feet. The subject lot is only about 6,390 square feet, which is a substandard lot. The City of DuBois will not let this parcel be subdivided because of the substandard lot. The subject has to be appraised as two houses on one lot. It is felt that the highest and best use is an income property.

The parking is fair. There is space to park two cars in between the two houses. One car for each home. The on street parking is very poor.

FINAL RECONCILIATION

With the subject being an income property the income approach was used to arrive at the market value of \$66,200.

With the subject being a unique property it was very difficult to find comparables. There are three comparables being used in this appraisal but comparable #1 and comparable #2 are the same property. Comparable #1 sold on 11-18-04 for \$70,300. The listing agent said the reason it sold for more than the listing price was because there were two buyers bidding on the property at the same time. The major difference is the comparable front home is superior. There is a two-car garage and the lot is superior.

Comparable #2 is the same property put back on the market. It was listed on 12-02-06 for \$82,500. Then on 06-10-07, the listing price was reduced to \$79,900. There is not a sales agreement at this time.

Comparable #3 sold on 12-12-05 for \$46,000. This sale was a bank repossession. The front home was not livable and needed repairs. The back home was rented but is a small two-story in fair condition.

When considering the three comparables, they are indicating that the income approach is correct.

SUMMARY REPORT UNIFORM RESIDENTIAL APPRAISAL REPORT

Property Address **201 Fifth Street** City **Reynoldsville** State **PA** Zip Code **15851**
 Legal Description **Attached deed** County **Jefferson**
 Assessor's Parcel No. **28-02-606** Tax Year **2006** R.E. Taxes \$ **1,195.40** Special Assessments \$ **none**
 Borrower **None** Current Owner **Jogn Monti & Anne Monti** Occupant: ☐ Owner ☒ Tenant ☐ Vacant
 Property rights appraised ☒ Fee Simple ☐ Leasehold ☐ Project Type ☐ PUD ☐ Condominium (HUD/VA only) HOAS ☐ /Mo.
 Neighborhood or Project Name **Reynoldsville** Map Reference **N.A.** Census Tract **9507**
 Sale Price \$ **none** Date of Sale **none** Description and \$ amount of loan charges/concessions to be paid by seller **none**
 Lender/Client **Anne Monti** Address **6525 Arbutus Circle 1125, Littleton, CO 80127**
 Appraiser **Donald K. Smith** Address **998 Beaver Dr., DuBois, PA 15801**
 Location ☒ Urban ☐ Suburban ☐ Rural
 Built up ☒ Over 75% ☐ 25-75% ☐ Under 25%
 Growth rate ☐ Rapid ☒ Stable ☐ Slow
 Property values ☐ Increasing ☒ Stable ☐ Declining
 Demand/supply ☐ Shortage ☒ In balance ☐ Over supply
 Marketing time ☐ Under 3 mos. ☒ 3-6 mos. ☐ Over 6 mos.
 Predominant occupancy ☒ Owner ☐ Tenant ☐ Vacant (0-5%) ☐ Vacant (over 5%)
 Single family housing PRICE \$(000) **25** AGE (yrs) **30**
 Present land use % One family **85** Land use change ☒ Not likely ☐ Likely
 2-4 family **5** ☐ In process
 Multi-family **100** To: **Commercial**

Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: **Neighboring boundaries incorporate areas within the Borough of Reynoldsville, encountering similar economic conditions.**
 Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
The subject is located within the Borough of Reynoldsville, a small rural community which is dependent upon its larger neighboring communities for most employment, shopping and higher levels of education. Employment stability within the area is average as is overall appeal for the area.
 Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time - such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
Courthouse records and M.L.S. statistics, as well as, sale/resale of similar properties reflect a 1-2% increase in property values. Typical marketing time of properties within the subject's neighborhood is 3-6 months. Interest rates have become competitive among area lending institutions, having a favorable impact upon market conditions. Conventional financing is typical for the area with creative forms of financing rarely used.

Project Information for PUDs (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ Yes ☒ No
 Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____
 Describe common elements and recreational facilities: _____

Dimensions **50 x 150**
 Site area **7500 sq.ft.** Corner Lot ☒ Yes ☐ No
 Specific zoning classification and description **none**
 Zoning compliance ☐ Legal ☐ Legal nonconforming (Grandfathered use) ☐ Illegal ☒ No zoning
 Highest & best use as improved: ☐ Present use ☐ Other use (explain) **single family**
 Utilities Public ☒ Other ☐
 Electricity ☒
 Gas ☒
 Water ☒
 Sanitary sewer ☒
 Storm sewer ☒
 Off-site Improvements Type Public Private
 Street ☒ paved & concrete ☐
 Curb/gutter ☒ yes ☐
 Sidewalk ☒ brick ☐
 Street lights ☒ yes ☐
 Alley ☐ none ☐
 Topography **sloping**
 Size **average**
 Shape **rectangular**
 Drainage **fair**
 View **average**
 Landscaping **minimal**
 Driveway Surface **none**
 Apparent easements **none**
 FEMA Special Flood Hazard Area ☐ Yes ☒ No
 FEMA Zone **C** Map Date **4-17-78**
 FEMA Map No. **420513-0001-B**

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): **The site is typical and has no apparent easements or encroachments that will have a negative affect on the value of the lot.**

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	one	Foundation	stone	Slab	---	Area Sq. Ft.	855	Roof	☐
No. of Stories	two	Exterior Walls	wood shingle	Crawl Space	---	% Finished	0	Ceiling	F ☒
Type (Det./Att.)	Det.	Roof Surface	shingle	Basement	full	Ceiling	rafters	Walls	☐
Design (Style)	two story	Gutters & Dwnspts.	some-alum.	Sump Pump	none	Walls	stone	Floor	☐
Existing/Proposed	existing	Window Type	mixture	Dampness	some surface water	Floor	concrete	None	☐
Age (Yrs.)	100 +	Storm/Screen	some/some	Settlement	average	Outside Entry	yes	Unknown	☐
Effective Age (Yrs.)	25	Manufactured House	no	Infestation	none apparent				

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												
Level 1	☒	☒	☒	☒					1/2	☒		995
Level 2								4	1			855

Finished area above grade contains: **9** Rooms; **4** Bedroom(s); **1.5** Bath(s); **1850** Square Feet of Gross Living Area

INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE:	
Floors	carpet/vinyl -F	Type	H.A.	Refrigerator	☐	None	☐	Fireplace(s) #	☐	None	☒
Walls	D.W./paner -A	Fuel	gas	Range/Oven	☒	Stairs	☒	Patic	☐	Garage	☐
Trim/Finish	wood -A	Condition	older	Disposal	☐	Drop Stair	☐	Deck	☐	Attached	☐
Bath Floor	vinyl -A	COOLING		Dishwasher	☐	Scuttle	☐	Porch	☒	Detached	☐
Bath Wainscot	glass tile -A	Central	none	Fan/Hood	☐	Floor	☐	Fence	☐	Built-In	☐
Doors	hollowcore -A	Other	none	Microwave	☐	Heated	☐	Pool	☐	Carport	☐
		Condition	none	Washer/Dryer	☐	Finished	☐			Driveway	☐

Additional features (special energy efficient items, etc.): **Wood storage shed 8 x 10.**
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: **The home is in average to fair condition. The exterior has some peeling paint. The carpet is showing its age. Some of the wall-paper is starting to peel. The kitchen ceiling has a hole from the bathroom plumbing repair.**

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: **None apparent but there is the possibility of radon in this area. Homes built before 1978 may contain lead based paint.**

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation

File No.

COST APPROACH

ESTIMATED SITE VALUE = \$

ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:

Dwelling Sq. Ft @ \$ = \$

Sq. Ft @ \$ = \$

Garage/Carport Sq. Ft @ \$ = \$

Total Estimated Cost New = \$

Less Physical Functional External

Depreciation = \$

Depreciated Value of Improvements = \$

"As-is" Value of Site Improvements = \$

INDICATED VALUE BY COST APPROACH = \$ N.A.

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD and FmHA, the estimated remaining economic life of the property).

When appraising an older home the depreciation factor is high so this approach is not meaningful.

SALES COMPARISON ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	201 Fifth St. Reynoldsville	422 Hill St. Reynoldsville, PA	811 Jackson St. Reynoldsville, PA	257 Power St. Reynoldsville, PA
Proximity to Subject		1 Block	7 to 8 blocks	about 1 mile
Sales Price	\$ none	\$ 30,000	\$ 45,200	\$ 35,000
Price/Gross Liv. Area	\$ none	\$ 18.52	\$ 30.46	\$ 20.29
Data and/or				
Verification Source	Inspection	M.L.S.	M.L.A.	M.L.S.
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION + (-) \$ Adjustment	DESCRIPTION + (-) \$ Adjustment	DESCRIPTION + (-) \$ Adjustment
Sales or Financing				
Concessions		Conv. Seller Assist -900	Conv. Seller Assist -2,700	Conv. ---
Date of Sale/Time		1-25-07	3-2-07	8-23-06
Location	Average	equal	equal	equal
Leasehold/Fee Simple	Fee simple	equal	equal	equal
Site	50 x 150	flater lot-sup. -1,000	75x150 -3,000	superior -3,000
View	Average	equal	equal	equal
Design and Appeal	Average	equal	equal	equal
Quality of Construction	Average	equal	equal	equal
Age	Older	equal	equal	equal
Condition	Avg. to fair	inferior +2,000	superior -4,000	inferior +3,000
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	9 4 1.5	8 4 1 +1,800	7 3 1.5 +3,000	9 4 1 +1,000
Gross Living Area	1850 Sq. Ft.	1620 Sq. Ft.	1484 Sq. Ft.	1725 Sq. Ft.
Basement & Finished	Full-unfin.	equal	equal	equal
Rooms Below Grade				
Functional Utility	Average	equal	equal	equal
Heating/Cooling	H.A.-none	equal	equal	equal
Energy Efficient Items	None	equal	equal	equal
Garage/Carport	None	equal	1 car-det-fair -1,500	equal
Porch, Patio, Deck,	F.porch	equal	equal	equal
Fireplace(s), etc.	S.shed	equal	equal	equal
Fence, Pool, etc.	None	equal	equal	equal
	None	equal	equal	equal
Net Adj. (total)		\$ 1,900	\$ 8,200	\$ 1,700
Adjusted Sales Price				
of Comparable		\$ 31,900	\$ 37,000	\$ 36,700

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): All three comparables were considered in this approach. More weight was given to comparables # 2 & 3 because of the closeness of the adjusted sales price.

RECONCILIATION

ITEM SUBJECT COMPARABLE NO. 1 COMPARABLE NO. 2 COMPARABLE NO. 3

Date, Price and Data Source, for prior sales within year of appraisal None none none none

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: None.

INDICATED VALUE BY SALES COMPARISON APPROACH = \$ 35,900

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ /Mo. x Gross Rent Multiplier = \$ N.A.

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans and specifications.

Conditions of Appraisal: This appraisal is for Anne Monti to establish market value.

Final Reconciliation: The sales comparison approach was used to arrive at market value.

APPRAISER

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6-93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF June 21, 2007 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 35,900

APPRAISER: Signature Donald K. Smith SUPERVISORY APPRAISER (ONLY IF REQUIRED): Signature ☐ Did ☐ Did Not

Name Donald K. Smith Name Inspect Property

Date Report Signed June 26, 2007 Date Report Signed

State Certification # RI-001333-L State PA State Certification # State

Or State License # PA Certified Real Estate Appraiser State Or State License # State

Charge Card Debit

Bank Of America*	\$13,500
Capital One	\$11,500
Barry Martz	\$4,500
	\$29,500

* This charge card includes \$4104.10 of Anne's personal charges since the separation. It is my understanding, from a legal standpoint, those charges are not shared and therefore this amount is Anne's debit and responsibility. However, I have elected to share them in the Marital Debit.

Divorce Assets and Value

ASSET	VALUE	DEBIT	EQUITY	Marital Portion
Pontoon	\$4,000	\$0	\$4,000	\$2,000
Corvette	\$38,000	\$38,000	\$0	\$0
Steinway Piano	\$61,990	\$0	\$61,990	\$30,995
Monte Carlo	\$14,000	\$0	\$14,000	\$7,000
973 TL**	\$193,000	\$124,612	\$68,388	\$34,194
511 & 511 1/2 Pifer **	\$76,576	\$78,461	(\$1,885)	(\$943)
201 5 th **	\$42,000	\$32,267	\$9,733	\$4,867
Total Equity			\$156,226	\$78,113
Charge Card Debit			\$29,500	\$14,750
Final Equity			\$126,726	\$63,363

** These calculations are based on selling/buying properties without any Realtor commission or closing costs. Additionally the actual Market Value has not yet been appraised, however, all properties were appraised in the spring of 2002. The figures presented here are based on a 5% increase which is extremely inflated for this area. The more realistic percentage would be 3% or less. The 201 5th property was appraised for \$42,000 in 2002, however, this rental property suffered many damages from a previous tenant. Although this property would likely decrease in value, I elected to assume the \$42,000. The Debit reflects balances as of the end of October 2004.

SHADOWS OF THE PAST
356 STATE STREET
ST. MARYS, PA 15857

JULY 17, 2007

ANNE MONTI
6525 S. ARBUTUS CR
#1125
LITTLETON, CO 80127

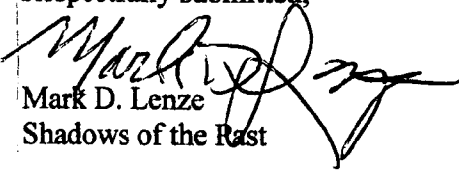
Dear Anne Monti,

Enclosed please find my opinion of the property of Anne and John Monti.
The property is located at 973 Treasure Lake, DuBois, PA 15801. The appraisal for the
Treasure Lake property was requested by Anne Monti.

The undersigned appraiser certifies that he has personally inspected the personal
property, has no personal interest in the property and that his compensation is not
contingent upon the valuation of the personal property.

The undersigned appraiser assumes no responsibility for legal matters affecting the
appraised property, and is not required to give testimony or appear in court because of
having made this appraisal.

Respectfully submitted,


Mark D. Lenze
Shadows of the Past

July 17, 2007

APPRAISAL OF PERSONAL PROPERTY LOCATED AT
973 Treasure Lake
DuBois, PA 15801

BASEMENT:

Pool Table	\$1000.00
(2) Round Tables w/ 2 Chairs (\$125.00 ea.)	250.00
Semi-Round Plant Stand	95.00
Floor Lamps (2)	20.00
Massage Chair	300.00
ADVANCED Large Screen TV	350.00
Video Cabinet	110.00
Coffee Table w/ End Table	250.00
Sofa (Leather)	375.00
Beveled Mirror	60.00

STORAGE ROOM:

Table w/ 6 Chairs	350.00
Shelf Units (2)	30.00
Round Table w/ 4 Chairs	200.00

DEN:

Sofa Bed	350.00
End Table	100.00
Coffee Table	200.00
Wall Table	300.00
Wall Mirror	150.00
Egyptian Frieze	150.00

LIVING ROOM:

Grandfather Clock	900.00
Sofa	350.00
Love Seat	250.00
Coffee Table	145.00
Server	220.00
Sofa Table (Display Case)	300.00
Lamp	125.00
Masks (2)	50.00

MUSIC ROOM:

Mirror	175.00
Sofa Table	75.00
Large Print	75.00
Fern Stands (5)	175.00
Musician Busts (5)	2500.00

Sheet Music Cabinet	350.00
---------------------	--------

DINING ROOM:

Table w/ 4 Chairs	300.00
-------------------	--------

GARAGE:

Refrigerator	150.00
--------------	--------

Bookshelf	10.00
-----------	-------

STAIRWAY:

Paintings (2)	200.00
---------------	--------

GREEN BEDROOM:

Bed w/ Box Spring and Mattress	375.00
--------------------------------	--------

Stools (2)	20.00
------------	-------

Fern Stand	5.00
------------	------

TV (Zenith)	50.00
-------------	-------

Lamp	50.00
------	-------

Small Table	50.00
-------------	-------

CAROUSAL ROOM:

Iron Bed w/ Box Spring and Mattress	400.00
-------------------------------------	--------

Night Stand	150.00
-------------	--------

Dresser	300.00
---------	--------

Chair	75.00
-------	-------

End Table	20.00
-----------	-------

RCA TV	50.00
--------	-------

Print	50.00
-------	-------

Lamps (2)	120.00
-----------	--------

Wall Shelves (3)	10.00
------------------	-------

Music Figurines/Music Boxes (6)	160.00
---------------------------------	--------

Bookcase	10.00
----------	-------

MASTER BEDROOM:

Dresser	450.00
---------	--------

Night Stands (2)	200.00
------------------	--------

TV	50.00
----	-------

TV Cabinet	400.00
------------	--------

Floor Mirror	50.00
--------------	-------

Lamps (2)	120.00
-----------	--------

Bed w/ Box Springs and Mattress	400.00
---------------------------------	--------

Print	15.00
-------	-------

BEDROOM OFFICE:

Desk	600.00
------	--------

Desk Chair	300.00
------------	--------

TOTAL _____ **\$15895.00**

Total appraisal fee was paid in full on July 17, 2007 by Anne Monti with credit card via phone.

Printer Version: All | Summary



Listed in category: Art > Prints > Contemporary (1950-Now) > Limited Editions > Other

P Buckley Moss triple Matted Print "The Way Home" signed Item number: 280141048749



Current bid: **US \$69.00**

Shipping cost:

Ships to: United States, Canada

Item location: Akron, OH, United States

End time: **Aug-13-07 15:47:29 PDT** (3 days 5 hours)

History: 8 bids

High bidder: shi919 (8)

Seller: traxvideo (215 ★)

Feedback: **215 (100% positive)**

Member: since Jan-21-03 in United States

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Description

Item Specifics - Prints

Type: **Modern - Limited Edition**

Signed?: **Signed**

Medium: **Lithograph**

Subject: **Figures, Portraits**

Style: **--**

Original/Repro: **Original**

This is a P. Buckley Moss limited edition, signed and numbered print titled "The Way Home." This piece is in excellent condition and ready for framing. A beautiful triple matt is included. The matt is 28"x28" and the image is approximately 22x22".

This 1991 signed print is 222 out of 1000. Certificate of authenticity comes with the print.

PAYMENT: I will accept a Money Order, Certified Check, PayPal, or Check. (Checks require a week to clear the bank.) Non US bidders should email me for shipping and payment arrangements before bidding. All payments must be made in US Dollars.

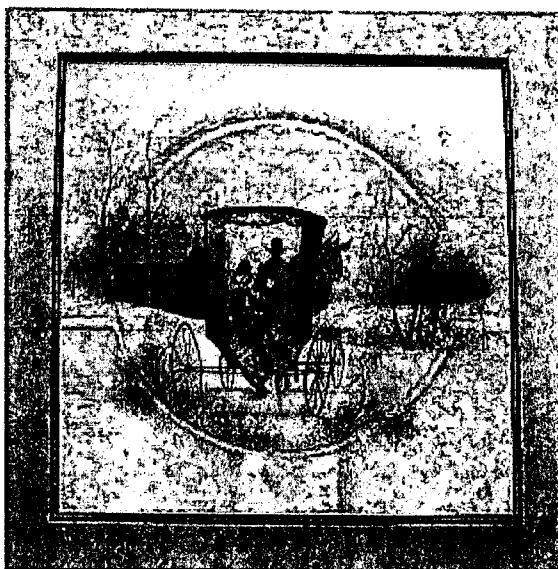
NOTE... The winning bidder agrees to notify me of their intended method of payment, within 24 hours of close of auction and payment must be received within 48 hours. Otherwise, I reserve the right to offer the item to the next highest bidder. Winning bidder pays shipping (including insurance when applicable), handling and any currency exchange and/or bank fees. Personal and business checks must clear the bank before shipment.

SHIPPING: Based on the actual cost to your location. (Put your Zip Code in the shipping calculator below) Insurance is recommended (If not required). Although I (the seller) do my best to properly package your item, I am not responsible for items lost or damaged in shipping. If an item is damaged in shipping, save the packaging in order to prove your claim. **All items are also available for pick-up.**

WARRANTY / RETURNS

All used items are sold "AS IS". No refunds or returns for buyer's remorse, only if there was an error that misrepresented the item within the listing. I try to treat bidders fairly. (Note my 100% positive feedback.) If for some reason you feel there is a problem with the transaction, please contact me (Please do not ever leave negative feedback as your first course of action. Whatever the problem, I'll try to work with you to resolve it. If I do not respond to your emails, it means I am not receiving them.)

FEEDBACK: Issued after buyer leaves feedback. If you choose to leave negative feedback before attempting to resolve a problem, I reserve the right to accept this as final resolution to the matter and may not accept a return or issue a refund.



00117

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Shipping and handling

Ships to
United States, Canada

Country: Show all available

Shipping and

To

Service

Handling

Calculate

United States

UPS Ground
1 to 6 business days*

Calculate

United States

US Postal Service Priority
Mail®
Estimated delivery 2-3 days*

Calculate

Canada

USPS Priority Mail
International™

Domestic handling time

Will usually ship within 1 business day of receiving cleared payment.

Shipping insurance

Optional (based on location and shipping service)

Return policy

Item must be returned within:	3 Days
Refund will be given as:	Money Back
Return policy details:	All used items are sold "AS IS". No refunds or returns for buyer's remorse, only if there was an error within the listing. I try to treat bidders fairly. (Note my 100% positive feedback record.) If for some reason you feel there is a problem with the transaction, please contact me (Please do not ever leave negative feedback as your first course of action. Whatever the problem, I'll try to work with you to resolve it. If I do not respond to your emails, it means I am not receiving them.)

Payment details

Payment method

Preferred/Accepted

Buyer protection on eBay



Accepted

PayPal Up to \$2,000 in
buyer protection.
See eligibility

Money order/Cashiers check

Accepted

Not Available

Personal check

Accepted

Not Available

Seller assumes all responsibility for listing this item.

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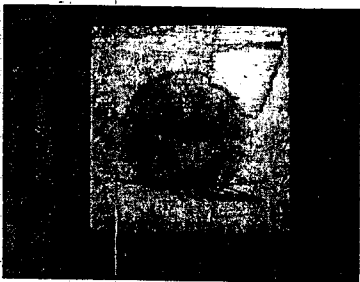
Listed in category: [Art](#) > [Prints](#) > [Contemporary \(1950-Now\)](#) > [Limited Editions](#) > [Original](#)

P. BUCKLEY MOSS LTD PRINT "CHERISHED EVE"

Item number: 270152261140

Bidder or seller of this item? [Sign in](#) for your status

[Watch this item](#) in My eBay



[View larger picture](#)

Current bid: **US \$27.50** [Place Bid >](#)

End time: **Aug-12-07 21:13:20 PDT**
(2 days 11 hours)

Shipping costs: **US \$6.00**
US Postal Service Priority Mail®
Service to [United States](#)

Ships to: [Worldwide](#)
Item location: [Illinois, United States](#)

History: [2 bids](#)

High bidder: [pattifish231](#) ([23](#) ★)

You can also:

[Watch This Item](#)

Get alerts via [Text message](#), [IM](#)
or [Cell phone](#)
[Email to a friend](#)

Meet the seller

Seller: [battic](#) ([4523](#) ★)

Feedback: **98.6% Positive**

Member: since Jul-26-97 in
[United States](#)

- [Read feedback comments](#)
- [Ask seller a question](#)
- [Add to Favorite Sellers](#)
- [View seller's other items](#)

Buy safely

1. **Check the seller's reputation**
Score: [4523](#) | [98.6% Positive](#)
[Read feedback comments](#)
2. **Check how you're protected**

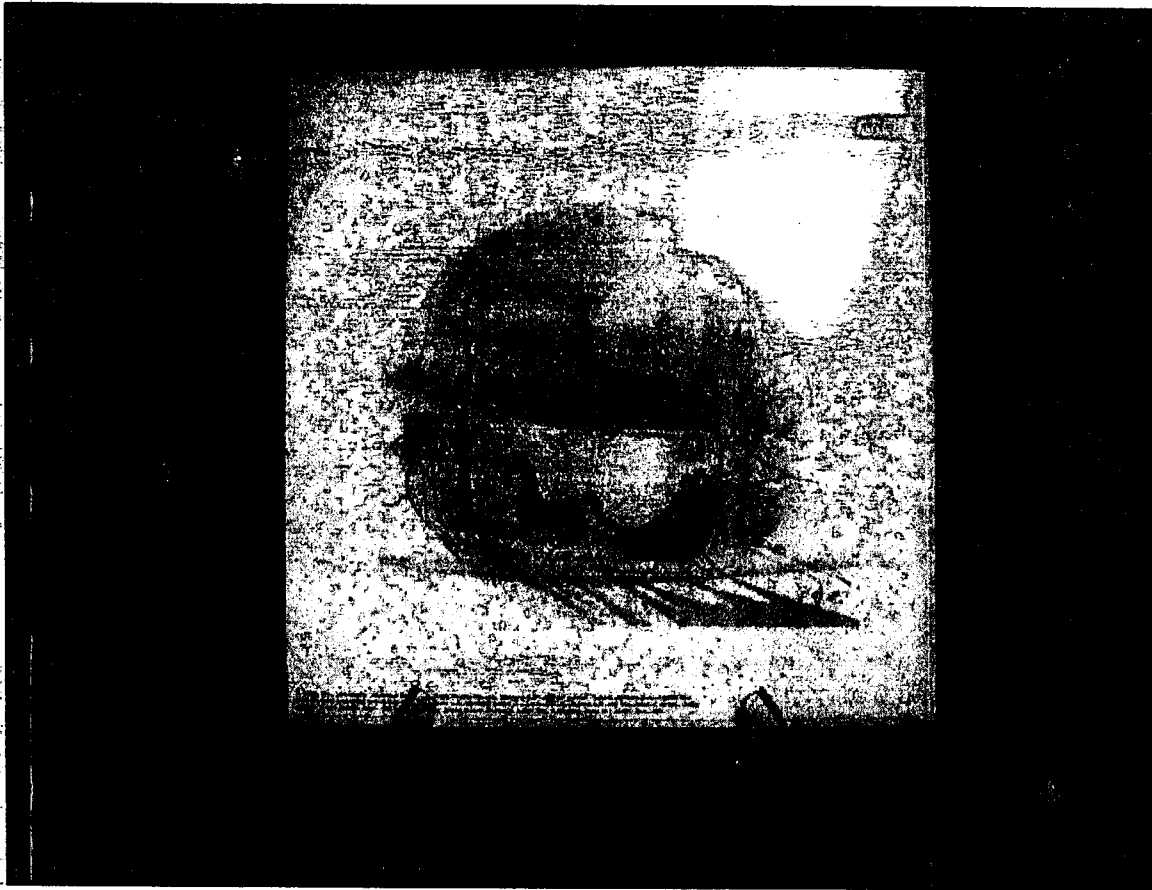
PayPal Up to \$2,000 in
buyer protection.
[See eligibility.](#)

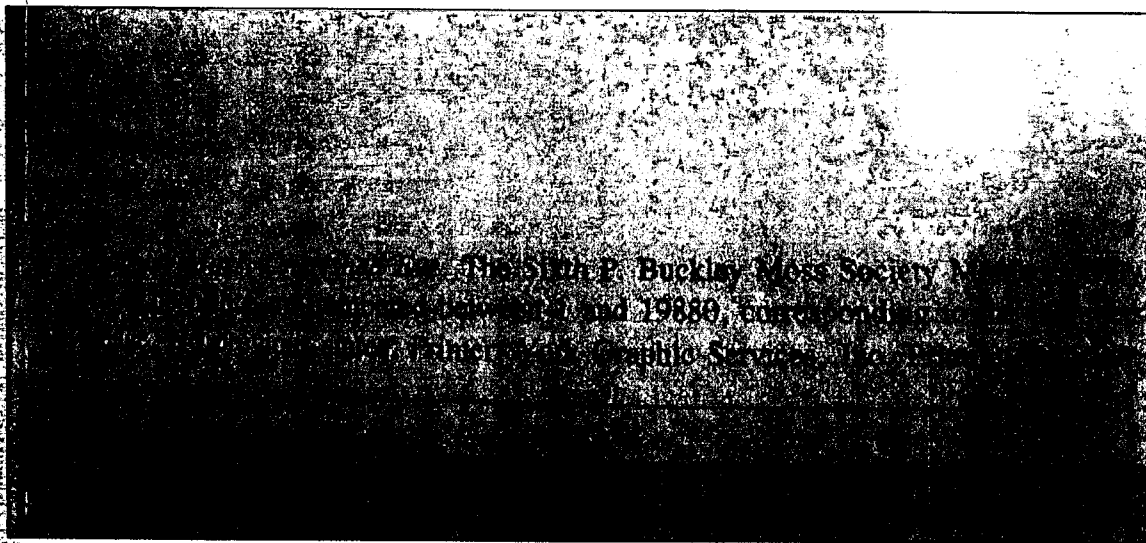
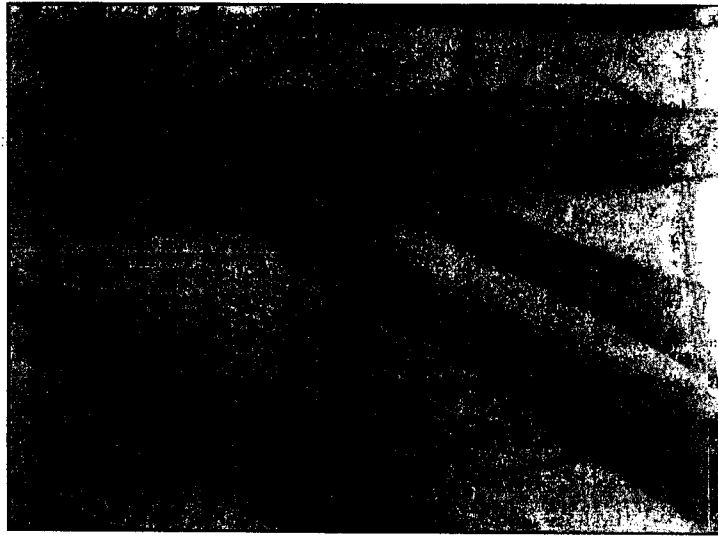
[Listing and payment details:](#) [Show](#)

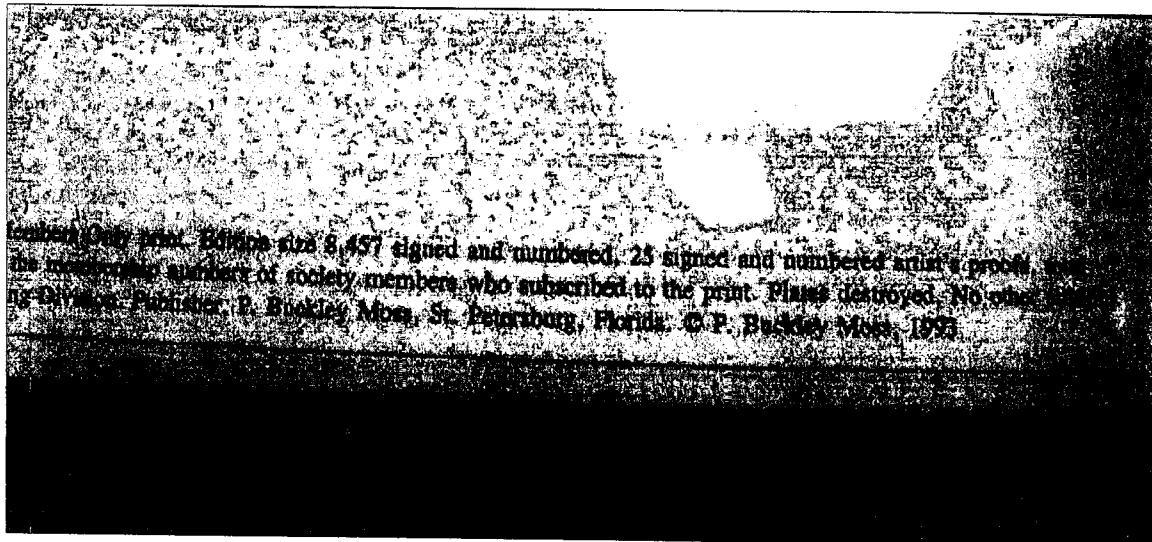
Description (revised)

You are bidding on a Pearl Buckley Moss Limited Edition Print sold only to Club Members. This is "Cherished Eve" and is #930 of 8482. The print is 11 1/4 by 11 1/2 inches and in excellent condition. The picture section is 7 1/2 by 8 3/4 inches. This print went to member #19421. Please look at the other items that I have up for auction, I am always willing to combine for savings on shipping.

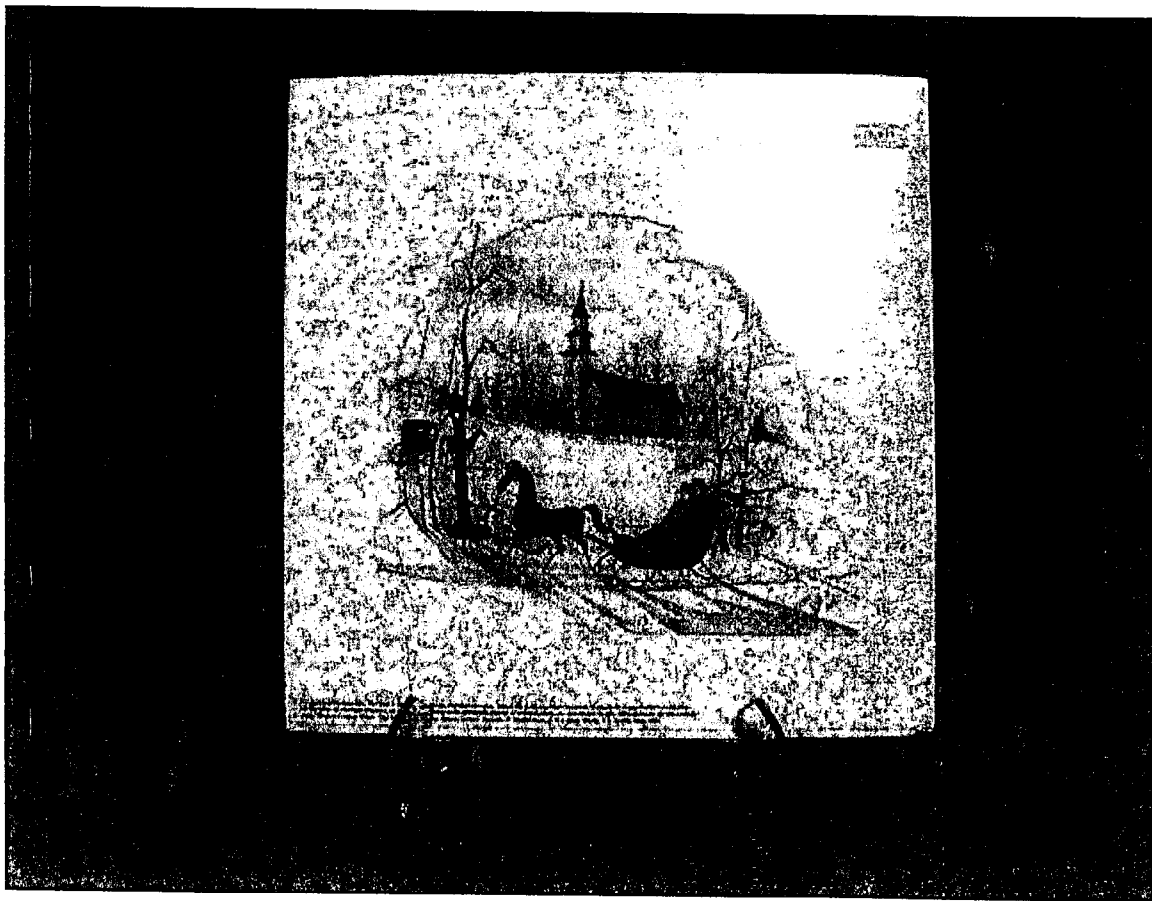
Please pay by Paypal, postal money order, or personal check. If you live in Alaska, Hawaii, or a different country, or if you want delivery to a P. O. Box and the auction does not specify Priority Mail, please contact me for the best and least expensive way to ship to you. I no longer include automatic insurance on shipments below \$25 that are sent USPS. Insurance will be additional if desired. FedEx shipping includes insurance.







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Shipping and handling

Ships to
Worldwide

Country: United States

Shipping and Handling	To	Service
US \$6.00	United States	US Postal Service Priority Mail® Estimated delivery 2-3 days*

*Sellers are not responsible for service transit time. This information is provided by the carrier and excludes weekends and holidays. Note that transit times may vary, particularly during peak periods.

Shipping insurance
Not offered

Return policy

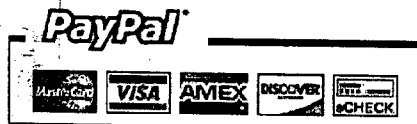
Return policy not specified.
Read item description for any reference to return policy.

Payment details

Payment method

Preferred/Accepted

Buyer protection on eBay



Accepted

PayPal Up to \$2,000 in buyer protection. [See eligibility](#)

Money order/Cashiers check

Accepted

Not Available

Personal check

Accepted

Not Available

[Learn about payment methods](#)

Seller's payment instructions

Buyer will pay shipping and insurance by FedEx, UPS or USPS Priority Mail, seller's choice. If you have a Post Office Box Number for an address or live in another country, please contact me for the exact shipping for your item. Customers buying more than one item may also contact me for savings on items shipped together.

Payment within 10 days of auction ending, please.

Take action on this item

[Help](#)

Item title: **P. BUCKLEY MOSS LTD PRINT "CHERISHED EVE"**

Place a bid

Current bid: US \$27.50

Your maximum bid: US \$ (Enter US \$28.50 or more)

Place Bid >

You will confirm in the next step.

eBay automatically bids on your behalf **up to** your maximum bid. [Learn about bidding.](#)

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HOUSEHOLD GOODS AND FURNISHINGS
IN THE POSSESSION OF WIFE

<u>Item</u>	<u>Value</u>
HP Office Jet 7130 Printer	\$ 50.00
Dell Laptop Computer	\$ 600.00
Wooden and leather desk pad	\$ 5.00
VCR	\$ 40.00
DVD Player	\$ 60.00
Laminator	\$ 10.00
Christmas decorations	\$ 150.00
Boy/Girl in PJs Art	\$ 20.00
Picture - Lady at Piano	\$ 100.00
Three still life oils	\$ 20.00
Oil flowers on silk	\$ 650.00
Two Manhattan crystal glasses	\$ 5.00
Three spoon wall cabinets	\$ 15.00
Christmas dishes	\$ 75.00
Mikasa Christmas china	\$ 200.00
Mikasa china	\$ 150.00
Two wooden boxes	\$ 35.00
Green-flowered luggage	\$ 15.00
Wolfgang Puck pots and pans	\$ 65.00
Toaster	\$ 5.00
Coffee grinder	\$ 5.00
Pasta maker	\$ 20.00
Bread machine	\$ 40.00
Stainless flatware	\$ 10.00
Round small stereo	\$ 10.00
Easter decorations	\$ 10.00
Fall/Halloween decorations	\$ 10.00
Moss Christmas prints (seven)	\$ 300.00
Wall wine rack	\$ 3.00
Silk flower arrangement on pedestal	\$ 5.00
Mikasa crystal bowls	\$ 7.00
Baking and roasting pans	\$ 10.00
Eleven Elisa Girls (artwork gift from John to Anne)	\$2,000.00
Mayo & Naise statue (gift from John to Anne)	\$ 50.00
Green/burgundy comforter	\$ 5.00
Cream comforter	\$ 5.00
Vase	\$ 75.00
Three copper flower pots	\$ 9.00
Two wall sconces	\$ 20.00
Art - Lily Water Color picture	\$ 75.00

Two Lily prints	\$ 50.00
Three Victorian House prints	\$ 15.00
Lap-writing table	\$ 3.00
Clothes hamper	\$ 5.00
Two telephones	\$ 20.00
Tripod for camera	\$ 15.00
Blow-up bed	<u>\$ 15.00</u>

Total	\$5,062.00
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1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

Status: **ACTIVE**

Balance Information

Late Charges:	0.00
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Current Index: |

Account Titles and Addresses

Last PMT Date: 06/09/

Note Information

Service Requests

CLOSED	202120015784	BACKOFFICE ONLY LETTER:	WEIL RATE REDUC
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Account List

4430630046006512	PNC CHECK CARD	CLOSED
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MSP1 ()

INQUIRY MORTGAGE LOAN

06/20/2007

NAME 1	JOHN M MONTI	TAX ID	171488593
NAME 2	ANNE E MONTI	H PHONE	814-375-5081
ADDR/NAME 1		B PHONE	732-363-9300
ADDR/NAME 2		BRANCH	0031
ADDR 3	973 TREASURE LAKE	LOAN NO	0310107480
CITY/STATE/ZIP	DUBOIS PA 15801	REGION	005
PROD CODE/DESC	105 CONVENTIONAL (FIXD)		
ORIG LOAN DATE	05/21/1999	INT PD YTD	1,030.64
INTEREST RATE	.0737500	PRIN PD YTD	1,453.18
ORIGINAL BAL	45,000	L/C PD YTD	0.00
PRIN BAL	27,097.32	PYMNT METHOD	6
MATURITY DATE	06/01/2014	ACH ACCT#	
PROPERTY TYPE	001	COBORROWER TIN	115408363
PROPERTY ADDR	511 & 511 1/2 PIFER ST DUBOIS PA	LOAN TERM	180
		MAN CODE	0
		APPRAISAL	61,000

STATUS-FLAGS: DONT PROCESS 0 BAD-CK-STOP 0 PIF-STOP 0 FORECLOSURE-STOP 0
NO-NOTICES 0 LIFE-FLAG 0 A-H-FLAG 0 DONT-ANALYZE 0
DISB-STOP 0

MSP1-LOAN INFO MSP2-TRAN HISTORY MSP3-ESCROW INFO MSP4-OPTIONAL INSR
PF1-Fwd PF3/PF12/CLEAR-Exit PF5-Refresh ENTER-Continue

001001010143581

Account Inquiry

Copy of Documents

Credit Enhancement

Inquiry

Inquiry

Inquiry

ANNE E MONTI

12345678901234567890

PACIFIC

CONTACT

DIRECT HOME EQUITY LOAN

06/12/2006

NORTHWEST PA

Installment Loan Detail

Branch/Call Center: WORLD CLASS CALL CENTER

Status: ACTIVE

Balance Information

Payoff Amount: \$37,480.03

*Good Thru Date: 06/13/2007

Per Diem: 6.4267

Pre-Pmt Penalty Amt: 0.00

Pre-Pmt Penalty Exp Date: 00/00/0000

Reimbursable Fee Amt: 0.00

Reimbursable Fee Exp Date: 00/00/0000

Balance: \$37,293.67

Late Charges: 0.00

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Account Title and Address

Legal Title: JOHN M MONTI

ANNE E MONTI

Address: 6523 S ARBUTUS CIR APT

1125

Payment Information

PMT Due Date: 06/15/2007

PMT Amount: \$417.40

Past Due Amount: \$46.39

PMT Method: COUPON

Account #:

Last PMT Amount: \$463.79

Last PMT Date: 05/15/2007

Ext Date/Mths: 11/27/2006 / 1

Ext Date/Mths: 11/27/2006 / 1

Ext Date/Mths: 11/27/2006 / 1

Ext Date/Mths: 11/27/2006 / 1

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Ext Date/Mths: 11/27/2006 / 1

Ext Date/Mths: 11/27/2006 / 1

Ext Date/Mths: 11/27/2006 / 1

Note Information

Note Date: 04/09/2002

Note Amount: \$50,000.00

Closed Date: 00/00/0000

Maturity Date: 06/15/2017

Org Term: 180

Rate/APR: .06290 / .07490

Margin: .00000

Pmts Paid: 59

Pmts Remain: 121

Insurance: NO

Primary Collateral: REAL ESTATE SE

Last Coupon Book Order: 11/22/2006

Service Requests

Status	Reason Request #	Reason Group Description	Reason Detail
CLOSED	204268019221	BACKOFFICE ONLY LETTER	AUTO DED. 3MFS/EA
CLOSED	204259007126	ACCOUNT MAINTENANCE	ADD AUTO DEDUC
CLOSED	204128019369	BACKOFFICE ONLY LETTER	HEIL RATE REDUC

Account List

Account #	Product	Status
115408363	TELEBANKING	ACTIVE
4420700077304936	PNC CHECK CARD	CLOSED
4430630046006512	PNC CHECK CARD	CLOSED

Account Display

Copy of Documents

Print Release or Inquire

Customer Inquiry

10010010082263

ANNE E MONTI

10110010082263

ACH PACKAGE

CONTACT: 720-444-0000

80112 1946

WEST THORN EQUITY LOAN

NORTHWEST

Installment Loan Detail

Brand/Corp Center

WORLD CLASS CALL-CENTER

Status: ACTIVE

Balance Information

Payoff Amount:

\$28,120.19

"Good Thru" Date:

06/13/2007

Per Diem:

4.8210

Pre-Pmt Penalty Amt:

0.00

Pre-Pmt Penalty Exp Date:

00/00/0000

Reimbursable Fee Amt:

0.00

Reimbursable Fee Exp Date:

00/00/0000

Balance:

\$27,980.36

Late Charges:

0.00

Account Title and Address

Legal Title:

JOHN M MONTI

Address:

6525 S ARBUTUS CIR APT 1125

Payment Information

PMT Due Date:

06/13/2007

PMT Amount:

\$295.31

Post Due Amount:

\$0.00

PMT Method:

ACH

Account #:

1015283642

Last PMT Amount:

\$295.31

Last PMT Date:

05/13/2007

Ext Date/#mths:

00/00/0000

of Times Late:

13/ 30/ 60/ 90/

0 0 0 0

Note Information

Note Date:

03/26/2003

Note Amount:

\$34,232.60

Closed Date:

00/00/0000

Maturity Date:

04/13/2018

Org Term:

181

Rate/APR:

0.06290 / 0.06291

Margin:

0.00000

Pmts Paid:

49

Pmts Remain:

131

Insurance:

NO

Primary Collateral:

REAL ESTATE SI

Last Coupon Book Order:

00/00/0000

Interest Information

YTD Interest Paid:

\$739.73

Interest Paid Last Year:

\$1,863.95

1099 Reportable:

YES

Interest Type:

SIMPLE INTEREST

Current Index:

Account List

Account #	Product	Status
115408263	TELEBANKING	ACTIVE
443070027204936	PNC CHECK CARD	CLOSED
4430630046006512	PNC CHECK CARD	CLOSED

Start

Microsoft...

Genesis - Produ...

CNJ-CPA Anno...

Service Brow...

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Logout Screen

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11:25 AM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

: No. 04 - 1563 C.D.

:

: Type of Case: DIVORCE

:

: Type of Pleading: INCOME AND EXPENSE
: SHEET

:

: Filed on Behalf of: ANNE E. MONTI, Plaintiff

:

: Counsel of Record for this Party;

:

: TONI M. CHERRY, ESQ.

: Supreme Court No.: 30205

:

: GLEASON, CHERRY AND

: CHERRY, L.L.P.

: Attorneys at Law

: P. O. Box 505

: One North Franklin Street

: DuBois, PA 15801

:

: (814) 371-5800

^S FILED
03:54:41 4cc
SEP 12 2007 Amy
William A. Shaw
Prothonotary/Clerk of Courts (60)

45

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

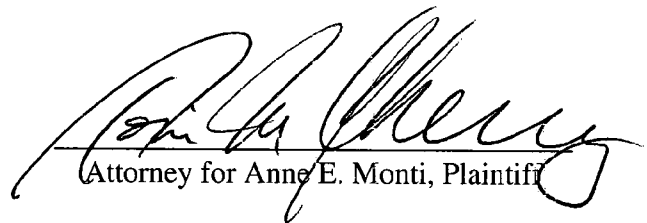
Defendant

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:
: No. 04 - 1563 C.D.
:
: IN DIVORCE
:
:

INCOME AND EXPENSE SHEET OF
ANNE E. MONTI, PLAINTIFF

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

DATE: September 12, 2007


Attorney for Anne E. Monti, Plaintiff

In the Court of Common Pleas of CLEARFIELD County, Pennsylvania

DOMESTIC RELATIONS SECTION
230 E MARKET ST STE 300, CLEARFIELD, PA. 16830

Phone: (814) 765-5339

OCTOBER 7, 2004

Fax: (814) 765-1751

Plaintiff Name: ANNE E. MONTY

Defendant Name: JOHN M. MONTY

Docket Number: 04-00539-SD

PACSES Case Number: 763106800

Other State ID Number:

Please note: All correspondence must include the PACSES Case Number.

Income and Expense Statement

THIS FORM MUST BE FILLED OUT

(If you are self-employed or if you are salaried by a business of which you are owner in whole or part, you must also fill out the Supplemental Income Statement which appears on page two of this income and expense statement.)

INCOME STATEMENT OF Anne E. Monty

Section I: Income and Insurance

INCOME:

Employer: None

Address:

Type of Work:

Payroll No: Gross Pay per Pay Period \$ Pay Period (wky, bi-wkly, cm):

Itemized Payroll Deductions:

Federal Withholding	\$	Social Security	\$	Local Wage Tax	\$
State Income Tax	\$	Retirement	\$	Savings Bonds	\$
Credit Union	\$	Life Insurance	\$	Health Insurance	\$
Other Deductions (specify)			\$		\$

Net Pay per Pay Period \$ 0.00

OTHER INCOME	(Fill in Appropriate Column)		
	WEEK	MONTH	YEAR
Interest	\$	\$	\$
Dividends			
Pension			
Annuity			
Social Security			
Rents			
Royalties			
Expense Account			
Gifts			
Unemployment			
Workmen's Compensation			
Other			
Other			
TOTAL	\$	\$	\$
TOTAL INCOME	\$		

PROPERTY OWNED	DESCRIPTION	VALUE	Ownership		
			H	W	J
Checking Accounts		\$ 584.12		✓	
Savings Accounts		500.00		✓	
Credit Union					
Stocks/Bonds					
Real Estate	Fla. Rentals	342,000			✓
Other	Steinway	10,000			✓
	Pumpkin Lamp	16,000			✓
TOTAL		\$ 406,884.12			

* H = Husband, W = Wife, J = Joint

Form IN-008

Worker ID - 17302

Service Type: M

Income and Expense Statement

PACSES Case Number 763106800

INSURANCE	COMPANY	POLICY #	Coverage *		
			H	W	C
Hospital					
Blue Cross					
Other	<i>Geninger Health Plan</i>	<i>102881</i>		☒	
Medical					
Blue Shield					
Other	<i>Geninger Health Plan</i>	<i>102881</i>		☒	
Health/Accident					
Disability Income	<i>None</i>				
Dental	<i>None</i>				
Other					

* H = Husband; W = Wife; C = Child

Section II: Supplemental Income Statement

This form is to be filled out by a person:

- ☐ (1) who operates a business or practices a profession, or
- ☐ (2) who is a member of a partnership or joint venture, or
- ☐ (3) who is a shareholder in and is salaried by a closed corporation or similar entity.

Attach to this statement a copy of the following documents relating to the partnership, joint venture, business, profession, corporation or similar entity:

- (1) the most recent Federal Income Tax Return, and
- (2) the most recent Profit and Loss Statement

Name of business:

Address and telephone number:

Name of business (check one):

- ☐ (1) partnership
- ☐ (2) joint venture
- ☐ (3) profession
- ☐ (4) closed corporation
- ☐ (5) other

Name of accountant, controller, or other person in charge of financial records:

Annual income from business:

(1) How often is income received?

(2) Gross income per pay period:

(3) Net income per pay period:

(4) Specified deductions, if any:

Income and Expense Statement

PACSES Case Number 763106800

Section III: Expenses

Instructions: Only show extraordinary expenses in this section unless you filled out Section II on page two. The categories in **BOLD FONT** are especially important for calculating child support. If you are requesting Spousal Support/APL or if you assert your case cannot be determined according to the guideline grids or formula, this section must be fully completed.

EXPENSES	(Fill in Appropriate Column)		
	WEEK	MONTH	YEAR
Home			
Mortgage/Rent	\$	\$1,500	\$
Maintenance			
Cable			
Electric	\$	\$45	\$
Gas		40	
Oil			
Telephone		70	
Water		20	
Sewer			125
Employment			
Public Transport	\$	\$	\$
Lunch			
Taxes			
Real Estate	\$	\$	\$
Personal Property			
Insurance			
Homeowner's	\$	\$	\$475
Automobile			1,200
Life			825
Accident		30	
Health		325	
Other			
Automobile			
Payments	\$	\$	\$
Fuel		100	
Repairs			
Medical			
Doctor	\$	\$	\$50
Dentist			100
Orthodontist			
Hospital			100
Medicine		10	
Special needs (glasses, braces, orthopedic devices)			450

EXPENSES (continued)	(Fill in Appropriate Column)		
	WEEK	MONTH	YEAR
Education			
Private School	\$	\$	\$
Parochial School			
College			
Religious			
Personal			
Clothing	\$	\$	\$1,000
Food		400	
Barber/ Hairdresser		25	
Credit Payments			
Credit Card			
Charge			
Memberships			
Loans			
Credit Union	\$	\$	\$
Miscellaneous			
Household Help	\$	\$	\$
Child care			
Papers/books			
Magazines			
Entertainment			
Pay TV		60	
Vacation			
Gifts			1,000
Legal fees			5,000
Charitable Contributions			
Other Child Support			
Alimony Payments			
Other			
Moving Exp.	\$	\$	\$227
Auto Registration			225

Total Expenses:	WEEK	MONTH	YEAR
	\$	\$2,325	\$5,650

I verify that the statements made in this Income and Expense Statement are true and correct. I understand that false statements herein are subject to the criminal penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: 10/17/2004

Plaintiff or Defendant: *James C. Martin*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

: No. 04 - 1563 C.D.

:

: Type of Case: DIVORCE

:

: Type of Pleading: PLAINTIFF'S PRE-
: TRIAL STATEMENT

:

: Filed on Behalf of : ANNE E. MONTI,
: Plaintiff

:

: Counsel of Record for this Party:

:

: TONI M. CHERRY, ESQ.

: Supreme Court No.: 30205

:

: GLEASON, CHERRY AND

: CHERRY, L.L.P.

: Attorneys at Law

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FILED

SEP 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

(3K)

#14

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

ANNE E. MONTI,	:
Plaintiff	:
	: No. 04 - 1563 C.D.
vs.	:
	: IN DIVORCE
	:
JOHN M. MONTI,	:
Defendant	:

PLAINTIFF'S PRE-TRIAL STATEMENT

The parties in this action are currently husband and wife, having been married on May 8, 1997, in Seneca Falls, New York. At the time of the separation of the parties, husband was the Manager of Bob Showers Windows & Sun Rooms, Inc., earning over \$70,000.00 per year. Husband advised wife that he has recently found investors to start a new business known as EnviroTek Wall System, LP and it is believed that he is the President thereof. He has advised that he earns \$70,000.00 annually. He is currently 53 years of age, having been born on June 7, 1954. Wife is employed as a clerk in her brother's insurance office, bringing home approximately \$1,400.00 per month. She is currently 59 years of age, having been born on August 12, 1948.

The parties finally separated on August 6, 2004, when husband threw wife out of the house so that he could move into his paramour into the home. Wife moved to be with her brother's family in Colorado as she had no money and no place to stay. She has remained in Colorado since August of 2004.

This was the second marriage for both parties. Wife came into the marriage with \$50,000.00 in cash from the settlement she received in the divorce arising out of her first marriage, which monies were applied to the purchase of the home in which the parties reside. Wife also brought an inheritance of \$28,000.00 into the marriage which husband spent while he was unemployed. Husband came into the marriage with more than \$37,000.00 debt on his credit card which wife helped to pay off through employment during the marriage. Wife also has a small retirement that was awarded to her in the divorce settlement from her first marriage that she will need to support herself in retirement.

At the time of the marriage, wife was gainfully employed and had brought husband into her company as an employee. Husband's actions soon caused both of the parties to lose their jobs and wife's financial circumstances deteriorated from that point.

Husband was a spendthrift during the marriage and wife's efforts to acquire assets through the purchase of real estate were soon thwarted by husband's desire to acquire "things". As a result, the real estate was refinanced to acquire vehicles and personalty that were not income-producing. Husband's subsequent affair with a woman with whom he worked caused wife significant psychological and emotional harm rendering her unable to be gainfully employed and causing her to seek medical and psychiatric care which continues to this date. Although wife has been able to secure work from her brother, she has been unable to move up in his employ or to secure more lucrative employment elsewhere given her age and her emotional state. She receives spousal support from husband to augment her earnings while husband continues to have the sole use of the marital residence and the rental units and enjoys all of the rent therefrom since the time of the separation of the parties.

I. LIST OF ASSETS

See Inventory filed concurrently with this Pre-Trial Statement and any amendment thereof.

II. NAME AND ADDRESS OF EACH EXPERT

There are no expert witnesses expected to be called at this time. It is expected that the parties will stipulate to the value of the marital real estate and other property. However, if witnesses are found to be necessary, their identity will immediately be disclosed to Defendant.

III. LIST OF EXHIBITS

1. Wage statement.
2. Appraisals.
3. Bank statements.
4. Credit card statements.
5. Income Tax Returns for Plaintiff and Defendant.
6. Any and all documents evidencing the value of other assets acquired during the marriage once the same are discovered.

IV. PLAINTIFF'S CURRENT INCOME

See Income and Expense Statement filed concurrently with this Pre-Trial Statement and any amendment thereof.

V. PLAINTIFF'S CURRENT EXPENSES

See Income and Expense Statement filed in this action and any amendment thereof.

VI. VALUE OF RETIREMENT PENSION

Neither party has a retirement pension as a result of this marriage. Wife has a pre-marital TIAA/CREF benefit as a result of her first marriage.

VII. CLAIM FOR COUNSEL FEES

Plaintiff hired counsel and her attorney's current rate is \$195.00 per hour. She is making a demand for payment of her counsel fees by Defendant. A full detailed itemization of all services rendered in this domestic matter will be presented at trial unless requested beforehand.

VIII. DESCRIPTION/VALUATION AS TO PERSONAL PROPERTY

See Inventory Statement. Plaintiff has a small number of items in her possession that were purchased during the marriage. The vast majority of marital possessions is in the hands of the Defendant. Since Defendant and his paramour have used all of the marital property for the past three years, Plaintiff believes that the same should be awarded to Defendant at the appraised price.

IX. LIST OF MARITAL DEBT

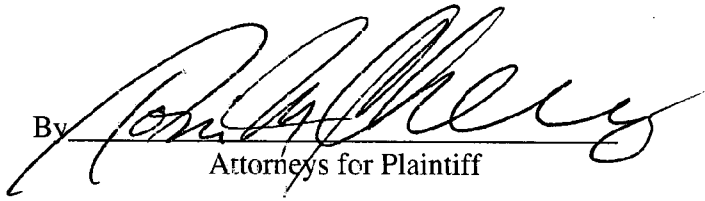
See Inventory.

X. PROPOSED RESOLUTION OF THE ECONOMIC ISSUES

In light of the differences in the incomes of the parties and the fact that Plaintiff is at an age where it is unlikely that she can secure employment that would produce an income greater than what she currently enjoys and in light of the fact that she brought so much money into the marriage and helped to pay off the significant debt brought into the marriage by Defendant, Plaintiff is requesting 100% of the marital equity in cash with an award of counsel fees. In addition, Plaintiff believes that this will not be enough to compensate her for all the money that she brought into the marriage and requests an award of equitable reimbursement. Plaintiff requires alimony until such time as she can collect Social Security and requires that Defendant be made to name her as beneficiary not only of the Whole Life Policy secured during the marriage but of the Term Policies he currently carries in order to adequately protect her interest in the marital property and her right to receive alimony.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Plaintiff

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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No. 2004-1563-CD

Type of Action:
Divorce

Type of Pleading:
Income and Expense Statement

Filed on Behalf of:
Defendant

Counsel of Record for this Party:

Pro Se

FILED No
mt:3681 cc
SEP 07 2007 (GR)

William A. Shaw
Prothonotary/Clerk of Courts

#13

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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No. 2004-1563-CD

INCOME AND EXPENSE STATEMENT OF JOHN M. MONTI

AND NOW, comes the Defendant, John M. Monti, who files the following Income and Expense Statement of all property owned or possessed by either party and debts at the time this action was commenced and all property transferred within the preceding three years (3).

Defendant verifies that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date:

8/15/07

John M. Monti

EXHIBIT B
INCOME AND EXPENSE STATEMENT

INCOME:

Employer: EnviroTek Wall System, LP
Type of Work: Manufacturing, Sales and Marketing
Income: \$70,000 annually, \$1919 net every (2) weeks

TOTAL MONTHLY: **\$4157**

OTHER INCOME:

Rent: \$1400 monthly

TOTAL MONTHLY: **\$1400**

TOTAL MONTHLY NET INCOME: \$5557

EXPENSES:

Rent Properties: \$1174 monthly
Auto Loan: \$951.31 monthly
Credit Cards: \$400 Chase
 \$300 Capital One
 \$300 Bank of America
Landscape bill: \$140 monthly
Electric: \$145 monthly
Propane Gas: \$43 monthly
Telephone: \$19.22 monthly
Cell Phone: \$111.50 monthly
Internet: \$37.95 monthly
Water/Sewer: \$45 monthly
Garbage: NONE
Clothing: \$400 annually
Food: \$230 monthly
Automobile Gas: \$220 monthly
TV: \$68 monthly
Personal: \$200

TOTAL MONTHLY EXPENSES: **\$4418.31**

Insurance:

Homeowners: \$79.42 monthly
Rental Properties: \$65.50 monthly
Auto Insurance: \$235 monthly

TOTAL MONTHLY INSURANCE: **\$379.92**

REAL ESTATE TAXES:

973 Treasure Lake: \$3104 annually
973 assessments: \$1905 annually
Rentals: 201 N. 5th St. \$1195 annually
511 Pifer St. \$802 annually
511 ½ Pifer St. \$802 annually

TOTAL ANNUAL TAXES: \$7808

Boat Expenses:

Boat Insurance: \$150 annually
Winter Storage: \$450 per six months
Boat Slip Rental: \$330 seasonal

TOTAL ANNUAL BOAT EXPENSES: \$930

Support:

Support to Anne: \$1085 monthly

TOTAL MONTHLY SUPPORT PAYMENTS: \$1085

TOTAL MONTHLY INCOME: \$5557.00
TOTAL MONTHLY EXPENSE: \$5883.23
MONTHLY BALANCE: \$(326.23)

TOTAL ANNUAL EXPENSES: \$8738 (mostly paid from tax refunds)

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

Type of Action:
Divorce

Type of Pleading:
Inventory and Appraisement

Filed on Behalf of:
John M. Monti

Counsel of Record for this
Party:

Pro Se

4 FILED No cc
M 1:32 PM
SEP 07 2007 (60)

William A. Shaw
Prothonotary/Clerk of Courts

#12

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

INVENTORY AND APPRAISEMENT

OF

JOHN M. MONTI

Defendant files the following inventory and appraisal of all property owned or possessed by either party at the time this action was commenced and all property transferred within the preceding three years.

Defendant verifies that the statements made in this inventory and appraisal are true and correct. John M. Monti understands that false statements herein are made subject to penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

John M. Monti 8/14/07

ASSETS OF PARTIES

Defendant marks on this list below those items applicable to the case at bar and itemizes the assets on the following pages. If an item has been appraised, a copy of the appraisal report is attached.

- (X) 1. Real Property
- (X) 2. Motor Vehicles
- () 3. Stocks, bonds, securities and options
- () 4. Certificates of deposit
- () 5. Checking accounts, cash
- () 6. Savings accounts, money market and savings certificates
- () 7. Contents of safe deposit boxes
- () 8. Trusts
- () 9. Life insurance policies
- () 10. Annuities
- () 11. Gifts
- () 12. Inheritances
- () 13. Patents, copyrights, inventions, royalties
- () 14. Personal property outside the home
- () 15. Businesses
- () 16. Employment termination benefits--severance pay, workman's compensation claim/award
- () 17. Profit sharing plans
- () 18. Pension plans
- () 19. Retirement plans, Individual Retirement Accounts
- () 20. Disability payments

- ()21. Litigation claims
- ()22. Military/V.A. benefits
- ()23. Education benefits
- (X)24. Debts due, including loans, mortgages held
- (X)25. Household furnishings and personalty
- ()26. Other

LIABILITIES OF PARTIES

Defendant marks on this list below those items applicable to the case at bar and itemized the liabilities on the following pages.

Secured

- ☒ 1. Mortgages
- ☐ 2. Judgments
- ☐ 3. Liens
- ☐ 4. Other secured liabilities

Unsecured

- ☒ 5. Credit card balances
- ☐ 6. Purchases
- ☐ 7. Loan payments
- ☐ 8. Notes payable
- ☒ 9. Other unsecured liabilities

Contingent or Deferred

- ☐ 10. Contracts or Agreements
- ☐ 11. Promissory Notes
- ☐ 12. Lawsuits
- ☐ 13. Options
- ☒ 14. Taxes
- ☐ 15. Other contingent or deferred liabilities

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
1	Art - 2 Bicycles	Bob Showers Office	1998	X	Anne's Prior Marriage
2	Art - Motivational Wall Pictures	Bob Showers Office	1985	X	Anne's Prior Marriage
3	Books	Bob Showers Office	1985	X	Anne's Prior Marriage
4	Wooden Rocker	Littleton, CO	1985	X	Anne's Prior Marriage
5	Hopechest & contents (wedding dress, baby clothes, etc)	Littleton, CO	1966	X	Anne's Prior Marriage
6	Swintec 401 DP Desk Calculator S/N000568952	Littleton, CO	1985	X	Anne's Prior Marriage
7	Xerox XRX-230 Hand Calculator	Littleton, CO	1999	X	Anne's Prior Marriage
8	Howard Miller Brass Clock	Littleton, CO	1985	X	Anne's Prior Marriage
9	Office Equipment from Maxact	Littleton, CO	1992	X	Anne's Prior Marriage
10	Bread Baskets	Littleton, CO	1990	X	Anne's Prior Marriage
11	Art - David Armstrong/Strawberries & Accompany Sketch	Littleton, CO	1990	X	Anne's Prior Marriage
12	Strawberry Basket	Littleton, CO	1996	X	Anne's Prior Marriage
13	Pottery w/strawberries	Littleton, CO	1990	X	Anne's Prior Marriage
14	3 Small Pottery Bowls	Littleton, CO	1990	X	Anne's Prior Marriage
15	3 Medium Pottery Bowls	Littleton, CO	1990	X	Anne's Prior Marriage
16	2 Pottery Platters	Littleton, CO	1990	X	Anne's Prior Marriage
18	Spoon Collection	Littleton, CO		X	Anne's Prior Marriage
19	Anne's clothes	Littleton, CO		X	Anne's Prior Marriage
20	Mikasa Chrystal Stemware - service for 8 (wine and champagne)	Littleton, CO	1990	X	Anne's Prior Marriage
22	Luggage - Blue	Littleton, CO	1990	X	Anne's Prior Marriage
23	Espresso Maker	Littleton, CO	1990	X	Anne's Prior Marriage
24	Farberware Wok	Littleton, CO	1990	X	Anne's Prior Marriage
25	Silverware - service for 8	Littleton, CO	1968	X	Anne's Prior Marriage
26	Mikasa Stainless - service for 12	Littleton, CO	1990	X	Anne's Prior Marriage
27	Art - Moss Christmas Prints - collection since 1985	Littleton, CO	1985 - 2003	X	Anne's Prior Marriage
28	30+ Cat Wooden Houses	Littleton, CO	1980 - 2000	X	Anne's Prior Marriage
29	Party Platters	Littleton, CO		X	Anne's Prior Marriage
30	2 Brass Candlesticks	Littleton, CO	1975	X	Anne's Prior Marriage
31	Small gifts	Littleton, CO		X	Anne's Prior Marriage
32	Coffee Mugs	Littleton, CO	1980	X	Anne's Prior Marriage
33	1 Minolta Camera	Littleton, CO	1990	X	Anne's Prior Marriage
34	Chess Set	Littleton, CO	2000	X	Anne's Prior Marriage
35	Art - Santa Print	Littleton, CO	1995	X	Anne's Prior Marriage
36	Medicine/vitamins	Littleton, CO		X	Anne's Prior Marriage
37	Bible/Rosaries	Littleton, CO		X	Anne's Prior Marriage
38	Bulova Traveling Alarm Clock	Littleton, CO	1985	X	Anne's Prior Marriage
39	3 Norwegian Plates	Littleton, CO	1960	X	Anne's Prior Marriage
45	Accordian	Treasure Lake, DuBois	1955	X	Anne's Prior Marriage
48	5 Shelving Units	Treasure Lake, DuBois	1985	X	Anne's Prior Marriage
51	Small Pottery Pieces	Treasure Lake, DuBois	1990	X	Anne's Prior Marriage
52	12 Wine Glasses	Treasure Lake, DuBois	1993	X	Anne's Prior Marriage

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
58	Box of RJW Letters	Treasure Lake, DuBois	1966 - 1996	X	Anne's Prior Marriage
59	2 boxes of Anne's Mementoes	Treasure Lake, DuBois	1948 - 1996	X	Anne's Prior Marriage
62	Small Refrigerator	Treasure Lake, DuBois	1990	X	Anne's Prior Marriage
73	Record Albums	Treasure Lake, DuBois		X	Anne's Prior Marriage
75	Pottery Honey Jar	Treasure Lake, DuBois	1985	X	Anne's Prior Marriage
78	4 Chrystal Champagne Glasses	Treasure Lake, DuBois	1990	X	Anne's Prior Marriage
17	Cocktail Set	Littleton, CO		X	John's Prior Marriage
21	Movie Tapes & DVD's	Littleton, CO		X	John's Prior Marriage
40	1995 Estate Camper and Lot @ TL - fully furnished & supplied	Treasure Lake, DuBois	1995	X	John's Prior Marriage
41	1985 Suzuki Motor Scooter	Treasure Lake, DuBois	1985	X	John's Prior Marriage
42	1985 Honda Motorcycle	Treasure Lake, DuBois	1985	X	John's Prior Marriage
43	Stereo w/speakers	Treasure Lake, DuBois		X	John's Prior Marriage
44	Stereo w/speakers	Treasure Lake, DuBois		X	John's Prior Marriage
46	Accordian	Treasure Lake, DuBois	1960	X	John's Prior Marriage
47	Trumpet	Treasure Lake, DuBois		X	John's Prior Marriage
49	Larry Monti Artwork	Treasure Lake, DuBois		X	John's Prior Marriage
50	Shop Equipment	Treasure Lake, DuBois		X	John's Prior Marriage
53	Cocktail Set	Treasure Lake, DuBois		X	John's Prior Marriage
54	2 Speakers in Basement Storage	Treasure Lake, DuBois		X	John's Prior Marriage
55	Speakers in Hall Closet	Treasure Lake, DuBois		X	John's Prior Marriage
56	2 Speakers in Living Room	Treasure Lake, DuBois		X	John's Prior Marriage
57	2 Speakers in Den	Treasure Lake, DuBois		X	John's Prior Marriage
60	2 boxes of John's Mementoes	Treasure Lake, DuBois		X	John's Prior Marriage
61	Horse Head on Wall	Treasure Lake, DuBois		X	John's Prior Marriage
63	Gym Equipment	Treasure Lake, DuBois		X	John's Prior Marriage
64	In-Line Roller Skates	Treasure Lake, DuBois		X	John's Prior Marriage
65	2 Bicycles	Treasure Lake, DuBois		X	John's Prior Marriage
66	John's clothes	Treasure Lake, DuBois		X	John's Prior Marriage
67	Luggage - Grey	Treasure Lake, DuBois		X	John's Prior Marriage
68	School Yearbooks, etc	Treasure Lake, DuBois		X	John's Prior Marriage

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
69	Tools (tool chest, etc.)	Treasure Lake, DuBois		X	John's Prior Marriage
70	Stereo Cabinet	Treasure Lake, DuBois		X	John's Prior Marriage
71	John's jewelry	Treasure Lake, DuBois		X	John's Prior Marriage
72	CDs	Treasure Lake, DuBois		X	John's Prior Marriage
74	Record Albums	Treasure Lake, DuBois		X	John's Prior Marriage
76	Sewing Machine	Treasure Lake, DuBois		X	John's Prior Marriage
77	Big Rosaries	Treasure Lake, DuBois		X	John's Prior Marriage
79	Tripod for Presentations	Treasure Lake, DuBois		X	John's Prior Marriage
80	Treadmill	Treasure Lake, DuBois		X	John's Prior Marriage
81	Nativity Set	Treasure Lake, DuBois		X	John's Prior Marriage
82	Music Recording Equipment / Electronic Keyboard	Treasure Lake, DuBois		X	John's Prior Marriage
83	Rental Property	201 N 5th St Reynoldsville	1999		
84	Rental Property (2 houses on one property)	511 & 511 1/2 Pifer St, DuBois	1998		
85	Art - 1953 Corvette	Bob Showers Office	2004		
86	Art - Motivational Wall Pictures	Bob Showers Office	2004		
87	Art - Magnetic Globe	Bob Showers Office	July, 2004		
88	Art - daVinci Replica on John's desk	Bob Showers Office	July, 2004		
89	2003 Chevrolet Monte Carlo	Littleton, CO	2002		
90	Baker's Rack	Littleton, CO	1996		
91	Egyptian Chair	Littleton, CO	2004		
92	HP Officejet 7130 Printer S/N2568973-456	Littleton, CO	2003		
93	HP LaserJet 4 Plus S/N56892873	Littleton, CO	1994		
94	Dell Laptop Computer S/N48295556	Littleton, CO	2004		
95	Gyraton Keyboard/Mouse S/ND032309671	Littleton, CO	2004		
96	3 Purple Ceramic Vases & Purple Silk Flowers	Littleton, CO	2004		
97	Stapler - Staples	Littleton, CO	2004		
98	Wooden & Leather Desk Pad	Littleton, CO	2004		
99	Attache Case - Leather	Littleton, CO	1998		
100	VCR	Littleton, CO	1998		
101	VCR - copy	Littleton, CO	2000		
102	DVD Player	Littleton, CO	2002		
103	2 Wood Framed Oval Beveled Mirrors	Littleton, CO	1996		
104	Wood Framed Round Beveled Mirror	Littleton, CO	1996		
105	3' Shelf - green	Littleton, CO	2004		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
106	Laminator	Littleton, CO	2000		
107	Photo Albums	Littleton, CO	1996 - 2003		
108	Christmas Decorations	Littleton, CO	1996 - 2003		
109	Art - Boy/Girl in PJs	Littleton, CO	1999		
110	Art - Lady @ Piano	Littleton, CO	2001		
111	Art - 3 Still Life Oils	Littleton, CO	1999		
112	Art - Oil Flowers on Silk	Littleton, CO	2003		
113	House Key Hook	Littleton, CO	2004		
114	2 Manhattan Chrystal Glasses	Littleton, CO	1997		
115	3 Spoon Wall Cabinets	Littleton, CO	2001		
116	Bicycle	Littleton, CO	1996		
117	Christmas Dishes - service for 16	Littleton, CO	1999		
118	Mikasa Christmas China - service for 8	Littleton, CO	1999		
119	Mikasa China - service for 12	Littleton, CO	1998		
120	Art - Crucifix	Littleton, CO	1997		
121	Books	Littleton, CO	1996 - 2004		
122	2 Wooden Boxes	Littleton, CO	2004		
123	Luggage - Green Flowered	Littleton, CO	2004		
124	Luggage -Green	Littleton, CO	1999		
125	Wolfgang Puck Pots & Pans	Littleton, CO	2003		
126	Toaster	Littleton, CO	2004		
127	Coffee Grinder	Littleton, CO	2003		
128	Blender	Littleton, CO	1968		
129	Pasta Maker	Littleton, CO	1998		
130	Bread Machine	Littleton, CO	2000		
131	Stainless - service for 8	Littleton, CO	2001		
132	Hand mixer	Littleton, CO	1996		
133	Braun hand mixer	Littleton, CO	1996		
134	Various Kitchen Tools	Littleton, CO	1996		
135	Round/Small Stereo	Littleton, CO	1998		
136	Handmade Doll - Christine	Littleton, CO	1997		
137	Anne's jewelry	Littleton, CO	1966 - 2001		
138	Verizon Cell Phone	Littleton, CO	2002		
139	Toys for Granddaughters	Littleton, CO	2001 - 2004		
140	Easter Decorations	Littleton, CO			
141	Fall/Halloween Decorations	Littleton, CO			
142	Wall Wine Rack	Littleton, CO	2000		
143	CDs	Littleton, CO			
144	2 Brass Candlesticks	Littleton, CO	1996		
145	2 Brass Candlesticks	Littleton, CO	1996		
146	Silk Flower Arrangement on Tabletop Pedestal	Littleton, CO	2001		
147	Silk Flower Arrangement in tall Chrystal Vase	Littleton, CO	1997		
148	Mikasa Chrysal Bowls	Littleton, CO	1997		
149	Baking & Roasting Pans, etc	Littleton, CO	1996 - 2000		
150	Art - 12 Elisa Girls	Littleton, CO	1996 - 2002		
151	Art - "Mayo & Naise" Statue	Littleton, CO	1998		
152	Green/Burgundy Comforter	Littleton, CO	2001		
153	Cream Comforter	Littleton, CO	2004		
154	Towels	Littleton, CO	1996		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
155	Table Linens	Littleton, CO	1996		
156	Vase	Littleton, CO	2003		
157	3 Copper Flower Pots	Littleton, CO	2004		
158	Letter/Card Box	Littleton, CO	2000		
159	Financial Records/Documents	Littleton, CO			
160	Iron	Littleton, CO	1996		
161	1 Camera	Littleton, CO	1999		
162	1 Video Camera	Littleton, CO	2001		
163	2 Wall Sconces	Littleton, CO	2004		
164	Art - Lily Watercolor	Littleton, CO	2000		
165	Art - 2 Lily Prints	Littleton, CO	2000		
166	Art - 3 Victorian House Prints	Littleton, CO	1998		
167	Scales	Littleton, CO	1996		
168	Gifts for Giving	Littleton, CO	2004		
169	2 10# Hand Weights	Littleton, CO	2003		
170	Toiletries	Littleton, CO			
171	Bay Leaf Wreath	Littleton, CO	2001		
172	Lap Writing Table	Littleton, CO	2003		
173	Clothes Hamper	Littleton, CO	2004		
174	Green Lady Lamp & Vase	Littleton, CO	1996		
175	2 Telephones	Littleton, CO			
176	8 Bed Pillows	Littleton, CO			
177	3 Blankets	Littleton, CO			
178	1 Travel Mug	Littleton, CO			
179	Tripod for camera	Littleton, CO	1999		
180	5 Throw Pillows	Littleton, CO			
181	3' Christmas Tree	Littleton, CO	2003		
182	Blowup Bed	Littleton, CO	2003		
183	Cutco Knives	Littleton, CO	1996		
184	3 Resin Candlesticks	Littleton, CO	2004		
185	Pewter Candlesnuffer	Littleton, CO	2004		
186	3' Tall Table Lamp	Littleton, CO	2001		
187	6 Hanging China Angels	Littleton, CO			
188	2 Hanging Stained Glass Ornaments	Littleton, CO			
189	Home in TL	Treasure Lake, DuBois	1996		
190	Steinway Grand Piano	Treasure Lake, DuBois	2001		
191	2003 50th Anniversary Corvette	Treasure Lake, DuBois	2003		
192	1996 Oldsmobile Aurora	Treasure Lake, DuBois	2002		
193	Cherry Pool Table	Treasure Lake, DuBois	1996		
194	1998 Pontoon	Treasure Lake, DuBois	1998		
195	Zenith 60" TV	Treasure Lake, DuBois	1997		
196	Grandfather Clock	Treasure Lake, DuBois	1996		
197	Handcarved Desk & Chair	Treasure Lake, DuBois	2004		
198	Massage Chair & Ottoman	Treasure Lake, DuBois	2004		
199	Flowered Sofas 1-full, 1-love	Treasure Lake, DuBois	1996		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
200	Glass Chest Table - Cherry	Treasure Lake, DuBois	1996		
201	Coffee Table - Cherry	Treasure Lake, DuBois	1996		
202	Coffee Table - Cherry	Treasure Lake, DuBois	1996		
203	China Chest - Cherry	Treasure Lake, DuBois	1996		
204	Brass Floor Lamp	Treasure Lake, DuBois	1996		
205	Dining Room Table & 6 Chairs - Cherry	Treasure Lake, DuBois	1996		
206	Indoor Fountain - John Cheer, Artist	Treasure Lake, DuBois	2000		
207	Kitchen Table & 4 Chairs	Treasure Lake, DuBois	1996		
208	Flowered Sofa Bed	Treasure Lake, DuBois	2000		
209	Cherry End Table	Treasure Lake, DuBois	1996		
210	Tan & Black Area Rug	Treasure Lake, DuBois	2004		
211	"All That Jazz" Sculptures	Treasure Lake, DuBois	2004		
212	Leather Piano Bench	Treasure Lake, DuBois	2001		
213	Music Cabinet	Treasure Lake, DuBois	2001		
214	5 Stands for "All That Jazz" Sculptures	Treasure Lake, DuBois	2004		
215	Cherry Queen Bed - 4 poster w/mattress & boxspring	Treasure Lake, DuBois	1996		
216	Cherry End Table	Treasure Lake, DuBois	1996		
217	Cherry Queen Bed - 4 poster w/mattress & boxspring, armour, 2 nightstands, bureau w/bevel mirror	Treasure Lake, DuBois	1996		
218	Standing Bevel Mirror	Treasure Lake, DuBois	1996		
219	2 8'x12' Wool Area Rugs	Treasure Lake, DuBois	2004		
220	3'x10' Wool Area Rug	Treasure Lake, DuBois	2004		
221	20 Window Treatments	Treasure Lake, DuBois	1996		
222	2 Arm Chairs w/map upholstery	Treasure Lake, DuBois	2004		
223	5-2' Cherry Shelves	Treasure Lake, DuBois	2003		
224	7 Carosel Horses	Treasure Lake, DuBois	2000-2003		
225	Iron Queen Size Bed w/mattress & boxspring	Treasure Lake, DuBois	2001		
226	Inlaid Wood Dresser	Treasure Lake, DuBois	2001		
227	Inlaid Wood Nightstand	Treasure Lake, DuBois	2001		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
228	Swivel Rocker	Treasure Lake, DuBois	1996		
229	2 lamps - Stiffel w/cream bases	Treasure Lake, DuBois	1996		
230	Television 36"	Treasure Lake, DuBois	2001		
231	Carousel Picture	Treasure Lake, DuBois	2003		
232	Blue/Pink Comforter, Pillow Shams, Bed Skirt, 4 Feather Pillows, Mattress Pad, Sheet Set	Treasure Lake, DuBois	1996		
233	Rubbermaid Drawer Set	Treasure Lake, DuBois	2003		
234	Software ????	Treasure Lake, DuBois			
235	2 lamps - Brass w/black shades & black marble bases	Treasure Lake, DuBois	1996		
236	Blue/Pink Sculptured Area Rug	Treasure Lake, DuBois	1996		
237	Christmas Decorations	Treasure Lake, DuBois	2003		
238	Gardening tools	Treasure Lake, DuBois	1996 - 2000		
239	Busy Bee Cleaning supplies	Treasure Lake, DuBois	2001		
240	3 Oreck Vacuum Cleaners	Treasure Lake, DuBois	2001		
241	12" TV	Treasure Lake, DuBois	1996		
242	TV in Master Bedroom	Treasure Lake, DuBois	1996		
243	Refrigerator	Treasure Lake, DuBois	1996		
244	Clothes Washer	Treasure Lake, DuBois	1996		
245	Clothes Dryer	Treasure Lake, DuBois	1996		
246	2 Coffee Pots	Treasure Lake, DuBois	2001		
247	Bread Baskets	Treasure Lake, DuBois	1999 - 2001		
248	Corner Shelving - Cherry	Treasure Lake, DuBois	2001		
249	Art - Lady @ Piano	Treasure Lake, DuBois	2002		
250	Shell Basket	Treasure Lake, DuBois	2002		
251	3 Blue/Pink Pottery Bowls	Treasure Lake, DuBois	1999		
252	Rose Flowered Dishes - service for 16	Treasure Lake, DuBois	1997		
253	Blue Stripe Dishes - service for 8	Treasure Lake, DuBois	1996		
254	Black/Tan Dishes - service for 8	Treasure Lake, DuBois	2001		
255	8 Wine Glasses	Treasure Lake, DuBois	1997		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
256	8 Juice Glasses	Treasure Lake, DuBois	2002		
257	8 Water Glasses	Treasure Lake, DuBois	2002		
258	6 Manhattan Glasses	Treasure Lake, DuBois	1997		
259	2 Small Picture Mirrors	Treasure Lake, DuBois	1999		
260	Cherry Table Top	Treasure Lake, DuBois	1996		
261	2 Bicycle Racks	Treasure Lake, DuBois	1997		
262	2 Cream Sofas 1-full, 1-love	Treasure Lake, DuBois	2001		
263	1 Cream Chair	Treasure Lake, DuBois	2001		
264	1 Glass top End Table - Square	Treasure Lake, DuBois	2001		
265	1 Glass top Coffee Table	Treasure Lake, DuBois	2001		
266	1 Glass top End Table - Round	Treasure Lake, DuBois	2001		
267	1 Iron Framed Bevel Mirror	Treasure Lake, DuBois	2001		
268	Art - King Tut Fresco	Treasure Lake, DuBois	2004		
269	Art - Tree Picture	Treasure Lake, DuBois	2004		
270	Art - 2 China Faces of Ladies w/feathers	Treasure Lake, DuBois	1996		
271	10 Chinese Planters	Treasure Lake, DuBois	1996		
272	Toaster	Treasure Lake, DuBois	2001		
273	Various Kitchen Tools	Treasure Lake, DuBois			
274	Cookbooks & Recipe Cards	Treasure Lake, DuBois	1962 - 2000		
275	Putz	Treasure Lake, DuBois	1998		
276	Putz's stuff	Treasure Lake, DuBois	1998		
277	Cabinet for Movies	Treasure Lake, DuBois	1999		
278	2 End Tables w/door	Treasure Lake, DuBois	1999		
279	Leather Love Sofa	Treasure Lake, DuBois	2001		
280	Pink Panther	Treasure Lake, DuBois	2004		
281	2 Gold Pedestals	Treasure Lake, DuBois	2000		
282	Verizon Cell Phone	Treasure Lake, DuBois	2002		
283	Art - 10 Kincaid Prints	Treasure Lake, DuBois	2000		
284	TV in Den	Treasure Lake, DuBois	1996		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
285	Porch Furniture	Treasure Lake, DuBois	1996		
286	2 Candlesticks w/glass chimney	Treasure Lake, DuBois	1996		
287	Silk Flower Arrangement on Floor Pedestal	Treasure Lake, DuBois	2001		
288	Cleaning Tools & Supplies	Treasure Lake, DuBois	1996 - 2004		
289	Baking & Roasting Pans, etc	Treasure Lake, DuBois	1996 - 2000		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
290	Various Silk Flower Arrangements	Treasure Lake, DuBois	1996		
291	Meat/Cheese Slicer	Treasure Lake, DuBois	2002		
292	Lettuce Spinner	Treasure Lake, DuBois	1996		
293	Pottery Garlic Keeper	Treasure Lake, DuBois	2000		
294	Pottery Garlic Roaster	Treasure Lake, DuBois	2000		
295	Glass top Dining Room Table - upholstered chairs	Treasure Lake, DuBois	2001		
296	Metal Shelving	Treasure Lake, DuBois	2000		
297	Burgundy Comforter	Treasure Lake, DuBois	1999		
298	Bed Linens/Sheets	Treasure Lake, DuBois	1996		
299	Brocade Material	Treasure Lake, DuBois	2004		
300	Coffee Mugs	Treasure Lake, DuBois			
301	Vase	Treasure Lake, DuBois	2003		
302	2 Ironing Boards	Treasure Lake, DuBois	1996 - 2001		
303	Iron	Treasure Lake, DuBois	2001		
304	2 High Wooden Tables/Stools	Treasure Lake, DuBois	1999		
305	Various Waste Cans	Treasure Lake, DuBois			
306	2 Lace Shower Curtains	Treasure Lake, DuBois	1996		
307	6 Small Rugs	Treasure Lake, DuBois	1996		
308	5 Telephones	Treasure Lake, DuBois			
309	Wedding Gifts from Mom	Treasure Lake, DuBois	1997		
310	"Mayo & Naise" Champaign Glasses	Treasure Lake, DuBois	1997		
311	10 Bed Pillows	Treasure Lake, DuBois			
312	2 Blankets	Treasure Lake, DuBois			
313	11 Throw Pillows	Treasure Lake, DuBois			
314	6-8 Travel Mugs	Treasure Lake, DuBois			
315	6' Christmas Tree	Treasure Lake, DuBois	1996		
316	Fence Garland	Treasure Lake, DuBois	2003		
317	Music Christmas Wreath	Treasure Lake, DuBois	1996		
318	Magnified Brass Makeup Table Mirror	Treasure Lake, DuBois	2001		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
319	3 Bathroom Tissue holders /cups/toothbrush holders	Treasure Lake, DuBois	1996		
320	2 Table Lamps w/firefly shades	Treasure Lake, DuBois	2001		
321	2 Yellow Rose Silk Flower Arrangements	Treasure Lake, DuBois			
322	Blowup Tube for Pontoon	Treasure Lake, DuBois	1998		
323	Electric Cooler/Heater for Pontoon	Treasure Lake, DuBois	1999		
324	2 Silk Trees	Treasure Lake, DuBois	2001		
325	"World" Wooden Trash Basket	Treasure Lake, DuBois	2004		
326	Pool Sticks & Balls & Wall Hanger	Treasure Lake, DuBois	1997		
327	Knives Set	Treasure Lake, DuBois	2001		
328	2 Pole Lamps	Treasure Lake, DuBois	1999		
329	2 Rectangular Bevel Glass Mirrors	Treasure Lake, DuBois	1996 - 1999		
330	Brown Pottery Platter	Treasure Lake, DuBois	2001		
331	Oriental Table Lamp	Treasure Lake, DuBois	1999		
332	2 Dolls	Treasure Lake, DuBois			
333	Small Round Table w/cloth	Treasure Lake, DuBois			

PROPERTY TRANSFERRED

Item # 192 from Exhibit "A" – 1996 Oldsmobile Aurora – was sold for \$200.00*

*Trade In value for vehicle would normally have been \$2,200.00, but transmission needed replaced for a cost of \$2,800.00. Selling price adjusted accordingly to \$200.00. See attached Motor Vehicle Verification form MV-3.

MV-3 (07-03)

Commonwealth of Pennsylvania
Department of Transportation
Bureau of Motor Vehicles
Harrisburg, PA 17104-2516

MOTOR VEHICLE VERIFICATION FAIR MARKET VALUE BY THE ISSUING AGENT

This form is used in conjunction with Forms MV-1, MV-4ST,
MV-217A and an on-line processing Applicant Summary Statement.

FOR DEPARTMENT USE ONLY

TYPE OR PRINT ALL INFORMATION AS REQUESTED

A VEHICLE DESCRIPTION					PURCHASE PRICE	
Model Year	Make of Vehicle	Model	Body Type			
1996	Oldsmobile	Aurora	SDN	200.00		
Vehicle Identification Number (VIN)		Odometer Reading		(No Tenths)		
1G8GR62CXT4123431		149,897		☒		
B AGENT VERIFICATION OF FAIR MARKET VALUE - Check (✓) the appropriate block:						
☒ I certify that the average Fair Market Value for the vehicle described above is \$ <u>3700.00</u> as verified by the current edition of a PENNDOT approved publication.						
☐ This vehicle or the fair market value for this vehicle was not listed in a current edition of a PENNDOT approved publication in my possession.						
Signature of Authorized Agent			Agent Number	Date		
<i>[Signature]</i>			832045	5-26-06		
C PURCHASER INFORMATION						
Last Name (or Full Business Name)			First Name	Middle Initial		
Monti			Michael			
Co-Purchaser						
D PURCHASER/SELLER EXPLANATION						
Explain in detail why the purchase price listed on Form MV-1, MV-4ST or MV-217 is less than 80% of the average Fair Market Value, or if the vehicle is over 15 years old and the purchase price is less than \$500, explain how the purchase price was determined, or if the vehicle is not listed in a PENNDOT approved publication, explain how the purchase price as listed in Section A was determined. Please use additional paper if more space is required. NOTE TO PURCHASER: An additional audit of this vehicle sale by the Department of Revenue may occur. Please retain copies of this form, your cancelled check or original cash receipt, and your receipt from the seller of this vehicle, along with either your copy of the Application for Certificate of Title (MV-1), the Vehicle Sales and Use Tax Return/Application for Registration (MV-4ST) or the Application by Financial Institutions for Certificate of Title After Default by Owner (MV-217A). <i>Bad Transmission on vehicle</i>						
E SEAL AND SIGNATURE OF SELLER - NOT REQUIRED FOR VEHICLES PURCHASED OUT-OF-STATE						
SUBSCRIBED AND SWORN TO BEFORE ME: MONTH <u>5</u> DAY <u>26</u> YEAR <u>06</u>				I/We state that I/we have read and signed this form after its completion, and I/we swear or affirm that the statements made herein are true and correct, and that any statement made on or pursuant to this form is subject to the penalties of 18 PA C.S. Section 4903(a)(2)(relating to false swearing), which shall include punishment of a fine not exceeding \$5,000, or to a term or imprisonment of not more than two years, or both.		
SIGNATURE OF PERSON ADMINISTERING OATH 				Signature of Seller 		
				Signature of Co-Seller 		
				Telephone Number ()		
F SEAL AND SIGNATURE OF PURCHASER						
SUBSCRIBED AND SWORN TO BEFORE ME: MONTH DAY YEAR				I/We state that I/we have read and signed this form after its completion, and I/we swear or affirm that the statements made herein are true and correct, and that any statement made on or pursuant to this form is subject to the penalties of 18 PA C.S. Section 4903(a)(2)(relating to false swearing), which shall include punishment of a fine not exceeding \$5,000, or to a term or imprisonment of not more than two years, or both.		
SIGNATURE OF PERSON ADMINISTERING OATH 				Signature of Purchaser 		
				Signature of Co-Purchaser 		
				Telephone Number ()		
THIS FORM MAY BE PHOTOCOPIED				Messenger No.		

Vehicle Summary With NADA Values
N.A.D.A Official Used Car Guide
 Friday, May 26, 2006

Guide Edition: Eastern Used Car Guide - May 2006

Vehicle Description: 1996 OLDSMOBILE
 Aurora-V8 Sedan 4D

VIN: 1G3GR62CXT4123431
 Stock #:

Weight: 3967
 MSRP: \$34,360

N.A.D.A. Base Values:	Retail:	\$4,375	Trade:	\$2,875	Loan:	\$2,600
Mileage Value (149897 Miles)		\$-675				
Accessories Values		\$0		\$0		\$0

N.A.D.A Adjusted Values:	Retail:	\$3,700	Trade:	\$2,200	Loan:	\$1,925
Appraiser Adjustment Value		\$0				

Adjusted Values:	Retail:	\$3,700	Trade:	\$2,200	Loan:	\$1,925
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Accessories:

Retail	Trade	Loan
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Appraiser Adjustments:

Exhibit C - Liabilities

<u>Description</u>	<u>Creditor</u>	<u>Amount (August 6, 2004)</u>
973 Treasure Lake Mortgage	PNC Bank	\$124,612.41
201 N. 5 Th St. Mortgage	PNC Bank	\$ 32,267.01
511 Pifer St. Mortgage	1 st Commonwealth	\$ 34,265.00
511 ½ Pifer St. Mortgage	PNC	\$ 44,196.67
Corvette Auto Loan	Citizens Bank	\$ 45,662.88
Capital One Credit Card	Capital One	\$ 11,500.00
Bank of America Credit Card	Bank of America	\$ 13,500.00
Barry Martz Landscaping	Barry Martz	\$ 4,621.00

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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*
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No. 2004-1563-CD

Type of Action:
Divorce

Type of Pleading:
Defendant's Pretrial Statement

Filed on Behalf of:
Defendant

Counsel of Record for this Party:

Pro Se

5 FILED *no cc*
10/1/30/07
SEP 07 2007 *60*

William A. Shaw
Prothonotary/Clerk of Courts

#11

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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No. 2004-1563-CD

DEFENDANT'S PRETRIAL STATEMENT

AND NOW, comes the Defendant, John M. Monti, and submits the following Pretrial Statement in accordance with Pa.R.C.P. Rule 1920.33 (b):

1. Assets:
 - a. Marital Assets – Exhibit "A"
 - b. Non-Marital Assets – Exhibit "A"
2. Expert Witness: The Defendant does not expect to call any expert witness, but reserves the right to supplement this response prior to hearing.
3. Name, Address and Short Summary of Testimony of Non-Party Witness:

None at this time. Defendant reserves the right to supplement this response prior to hearing.
4. List of Exhibits:
 - a. Defendant's Inventory and Appraisal – Exhibit "A" ; and
 - b. Defendant's Budget Information Sheet – Exhibit "B".
 - c. Defendant's Marital Liabilities – Exhibit "C".
5. Defendant's gross income from all sources: Seventy Thousand Dollars Annually (\$70,000);
6. Defendant's current Expense Statement: See Exhibit "B".

7. Disputes regarding description and values of items of tangible property:

Defendant is not presently aware of any disputes regarding the description of items of tangible personal property.

Plaintiff has arranged for all appraisals of marital property and at the time of this writing, Defendant has not received the results of such appraisals. Therefore, Defendant is not presently aware of the appraised values and reserves the right to review such prior to hearing.

8. Marital Debts: See Exhibit "C".

9. Proposed Resolution of Economic Issues: Defendant believes that everything should be divided 50/50.

RESPECTFULLY SUBMITTED,

By John H. Hunt

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
1	Art - 2 Bicycles	Bob Showers Office	1998	X	Anne's Prior Marriage
2	Art - Motivational Wall Pictures	Bob Showers Office	1985	X	Anne's Prior Marriage
3	Books	Bob Showers Office	1985	X	Anne's Prior Marriage
4	Wooden Rocker	Littleton, CO	1985	X	Anne's Prior Marriage
5	Hopechest & contents (wedding dress, baby clothes, etc)	Littleton, CO	1966	X	Anne's Prior Marriage
6	Swintec 401 DP Desk Calculator S/N000568952	Littleton, CO	1985	X	Anne's Prior Marriage
7	Xerox XRX-230 Hand Calculator	Littleton, CO	1999	X	Anne's Prior Marriage
8	Howard Miller Brass Clock	Littleton, CO	1985	X	Anne's Prior Marriage
9	Office Equipment from Maxact	Littleton, CO	1992	X	Anne's Prior Marriage
10	Bread Baskets	Littleton, CO	1990	X	Anne's Prior Marriage
11	Art - David Armstrong/Strawberries & Accompany Sketch	Littleton, CO	1990	X	Anne's Prior Marriage
12	Strawberry Basket	Littleton, CO	1996	X	Anne's Prior Marriage
13	Pottery w/strawberries	Littleton, CO	1990	X	Anne's Prior Marriage
14	3 Small Pottery Bowls	Littleton, CO	1990	X	Anne's Prior Marriage
15	3 Medium Pottery Bowls	Littleton, CO	1990	X	Anne's Prior Marriage
16	2 Pottery Platters	Littleton, CO	1990	X	Anne's Prior Marriage
18	Spoon Collection	Littleton, CO		X	Anne's Prior Marriage
19	Anne's clothes	Littleton, CO		X	Anne's Prior Marriage
20	Mikasa Chrystal Stemware - service for 8 (wine and champagne)	Littleton, CO	1990	X	Anne's Prior Marriage
22	Luggage - Blue	Littleton, CO	1990	X	Anne's Prior Marriage
23	Espresso Maker	Littleton, CO	1990	X	Anne's Prior Marriage
24	Farberware Wok	Littleton, CO	1990	X	Anne's Prior Marriage
25	Silverware - service for 8	Littleton, CO	1968	X	Anne's Prior Marriage
26	Mikasa Stainless - service for 12	Littleton, CO	1990	X	Anne's Prior Marriage
27	Art - Moss Christmas Prints - collection since 1985	Littleton, CO	1985 - 2003	X	Anne's Prior Marriage
28	30+ Cat Wooden Houses	Littleton, CO	1980 - 2000	X	Anne's Prior Marriage
29	Party Platters	Littleton, CO		X	Anne's Prior Marriage
30	2 Brass Candlesticks	Littleton, CO	1975	X	Anne's Prior Marriage
31	Small gifts	Littleton, CO		X	Anne's Prior Marriage
32	Coffee Mugs	Littleton, CO	1980	X	Anne's Prior Marriage
33	1 Minolta Camera	Littleton, CO	1990	X	Anne's Prior Marriage
34	Chess Set	Littleton, CO	2000	X	Anne's Prior Marriage
35	Art - Santa Print	Littleton, CO	1995	X	Anne's Prior Marriage
36	Medicine/vitamins	Littleton, CO		X	Anne's Prior Marriage
37	Bible/Rosaries	Littleton, CO		X	Anne's Prior Marriage
38	Bulova Traveling Alarm Clock	Littleton, CO	1985	X	Anne's Prior Marriage
39	3 Norwegian Plates	Littleton, CO	1960	X	Anne's Prior Marriage
45	Accordian	Treasure Lake, DuBois	1955	X	Anne's Prior Marriage
48	5 Shelving Units	Treasure Lake, DuBois	1985	X	Anne's Prior Marriage
51	Small Pottery Pieces	Treasure Lake, DuBois	1990	X	Anne's Prior Marriage
52	12 Wine Glasses	Treasure Lake, DuBois	1993	X	Anne's Prior Marriage

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
58	Box of RJW Letters	Treasure Lake, DuBois	1966 - 1996	X	Anne's Prior Marriage
59	2 boxes of Anne's Mementoes	Treasure Lake, DuBois	1948 - 1996	X	Anne's Prior Marriage
62	Small Refrigerator	Treasure Lake, DuBois	1990	X	Anne's Prior Marriage
73	Record Albums	Treasure Lake, DuBois		X	Anne's Prior Marriage
75	Pottery Honey Jar	Treasure Lake, DuBois	1985	X	Anne's Prior Marriage
78	4 Chrystal Champagne Glasses	Treasure Lake, DuBois	1990	X	Anne's Prior Marriage
17	Cocktail Set	Littleton, CO		X	John's Prior Marriage
21	Movie Tapes & DVD's	Littleton, CO		X	John's Prior Marriage
40	1995 Estate Camper and Lot @ TL - fully furnished & supplied	Treasure Lake, DuBois	1995	X	John's Prior Marriage
41	1985 Suzuki Motor Scooter	Treasure Lake, DuBois	1985	X	John's Prior Marriage
42	1985 Honda Motorcycle	Treasure Lake, DuBois	1985	X	John's Prior Marriage
43	Stereo w/speakers	Treasure Lake, DuBois		X	John's Prior Marriage
44	Stereo w/speakers	Treasure Lake, DuBois		X	John's Prior Marriage
46	Accordian	Treasure Lake, DuBois	1960	X	John's Prior Marriage
47	Trumpet	Treasure Lake, DuBois		X	John's Prior Marriage
49	Larry Monti Artwork	Treasure Lake, DuBois		X	John's Prior Marriage
50	Shop Equipment	Treasure Lake, DuBois		X	John's Prior Marriage
53	Cocktail Set	Treasure Lake, DuBois		X	John's Prior Marriage
54	2 Speakers in Basement Storage	Treasure Lake, DuBois		X	John's Prior Marriage
55	Speakers in Hall Closet	Treasure Lake, DuBois		X	John's Prior Marriage
56	2 Speakers in Living Room	Treasure Lake, DuBois		X	John's Prior Marriage
57	2 Speakers in Den	Treasure Lake, DuBois		X	John's Prior Marriage
60	2 boxes of John's Mementoes	Treasure Lake, DuBois		X	John's Prior Marriage
61	Horse Head on Wall	Treasure Lake, DuBois		X	John's Prior Marriage
63	Gym Equipment	Treasure Lake, DuBois		X	John's Prior Marriage
64	In-Line Roller Skates	Treasure Lake, DuBois		X	John's Prior Marriage
65	2 Bicycles	Treasure Lake, DuBois		X	John's Prior Marriage
66	John's clothes	Treasure Lake, DuBois		X	John's Prior Marriage
67	Luggage - Grey	Treasure Lake, DuBois		X	John's Prior Marriage
68	School Yearbooks, etc	Treasure Lake, DuBois		X	John's Prior Marriage

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
69	Tools (tool chest, etc.)	Treasure Lake, DuBois		X	John's Prior Marriage
70	Stereo Cabinet	Treasure Lake, DuBois		X	John's Prior Marriage
71	John's jewelry	Treasure Lake, DuBois		X	John's Prior Marriage
72	CDs	Treasure Lake, DuBois		X	John's Prior Marriage
74	Record Albums	Treasure Lake, DuBois		X	John's Prior Marriage
76	Sewing Machine	Treasure Lake, DuBois		X	John's Prior Marriage
77	Big Rosaries	Treasure Lake, DuBois		X	John's Prior Marriage
79	Tripod for Presentations	Treasure Lake, DuBois		X	John's Prior Marriage
80	Treadmill	Treasure Lake, DuBois		X	John's Prior Marriage
81	Nativity Set	Treasure Lake, DuBois		X	John's Prior Marriage
82	Music Recording Equipment / Electronic Keyboard	Treasure Lake, DuBois		X	John's Prior Marriage
83	Rental Property	201 N 5th St Reynoldsville	1999		
84	Rental Property (2 houses on one property)	511 & 511 1/2 Pifer St, DuBois	1998		
85	Art - 1953 Corvette	Bob Showers Office	2004		
86	Art - Motivational Wall Pictures	Bob Showers Office	2004		
87	Art - Magnetic Globe	Bob Showers Office	July, 2004		
88	Art - daVinci Replica on John's desk	Bob Showers Office	July, 2004		
89	2003 Chevrolet Monte Carlo	Littleton, CO	2002		
90	Baker's Rack	Littleton, CO	1996		
91	Egyptian Chair	Littleton, CO	2004		
92	HP Officejet 7130 Printer S/N2568973-456	Littleton, CO	2003		
93	HP LaserJet 4 Plus S/N56892873	Littleton, CO	1994		
94	Dell Laptop Computer S/N48295556	Littleton, CO	2004		
95	Gyration Keyboard/Mouse S/ND032309671	Littleton, CO	2004		
96	3 Purple Ceramic Vases & Purple Silk Flowers	Littleton, CO	2004		
97	Stapler - Staples	Littleton, CO	2004		
98	Wooden & Leather Desk Pad	Littleton, CO	2004		
99	Attache Case - Leather	Littleton, CO	1998		
100	VCR	Littleton, CO	1998		
101	VCR - copy	Littleton, CO	2000		
102	DVD Player	Littleton, CO	2002		
103	2 Wood Framed Oval Beveled Mirrors	Littleton, CO	1996		
104	Wood Framed Round Beveled Mirror	Littleton, CO	1996		
105	3' Shelf - green	Littleton, CO	2004		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
106	Laminator	Littleton, CO	2000		
107	Photo Albums	Littleton, CO	1996 - 2003		
108	Christmas Decorations	Littleton, CO	1996 - 2003		
109	Art - Boy/Girl in PJs	Littleton, CO	1999		
110	Art - Lady @ Piano	Littleton, CO	2001		
111	Art - 3 Still Life Oils	Littleton, CO	1999		
112	Art - Oil Flowers on Silk	Littleton, CO	2003		
113	House Key Hook	Littleton, CO	2004		
114	2 Manhattan Chrystal Glasses	Littleton, CO	1997		
115	3 Spoon Wall Cabinets	Littleton, CO	2001		
116	Bicycle	Littleton, CO	1996		
117	Christmas Dishes - service for 16	Littleton, CO	1999		
118	Mikasa Christmas China - service for 8	Littleton, CO	1999		
119	Mikasa China - service for 12	Littleton, CO	1998		
120	Art - Crucifix	Littleton, CO	1997		
121	Books	Littleton, CO	1996 - 2004		
122	2 Wooden Boxes	Littleton, CO	2004		
123	Luggage - Green Flowered	Littleton, CO	2004		
124	Luggage -Green	Littleton, CO	1999		
125	Wolfgang Puck Pots & Pans	Littleton, CO	2003		
126	Toaster	Littleton, CO	2004		
127	Coffee Grinder	Littleton, CO	2003		
128	Blender	Littleton, CO	1968		
129	Pasta Maker	Littleton, CO	1998		
130	Bread Machine	Littleton, CO	2000		
131	Stainless - service for 8	Littleton, CO	2001		
132	Hand mixer	Littleton, CO	1996		
133	Braun hand mixer	Littleton, CO	1996		
134	Various Kitchen Tools	Littleton, CO	1996		
135	Round/Small Stereo	Littleton, CO	1998		
136	Handmade Doll - Christine	Littleton, CO	1997		
137	Anne's jewelry	Littleton, CO	1966 - 2001		
138	Verizon Cell Phone	Littleton, CO	2002		
139	Toys for Granddaughters	Littleton, CO	2001 - 2004		
140	Easter Decorations	Littleton, CO			
141	Fall/Halloween Decorations	Littleton, CO			
142	Wall Wine Rack	Littleton, CO	2000		
143	CDs	Littleton, CO			
144	2 Brass Candlesticks	Littleton, CO	1996		
145	2 Brass Candlesticks	Littleton, CO	1996		
146	Silk Flower Arrangement on Tabletop Pedestal	Littleton, CO	2001		
147	Silk Flower Arrangement in tall Chrystal Vase	Littleton, CO	1997		
148	Mikasa Chrysal Bowls	Littleton, CO	1997		
149	Baking & Roasting Pans, etc	Littleton, CO	1996 - 2000		
150	Art - 12 Elisa Girls	Littleton, CO	1996 - 2002		
151	Art - "Mayo & Naise" Statue	Littleton, CO	1998		
152	Green/Burgundy Comforter	Littleton, CO	2001		
153	Cream Comforter	Littleton, CO	2004		
154	Towels	Littleton, CO	1996		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
155	Table Linens	Littleton, CO	1996		
156	Vase	Littleton, CO	2003		
157	3 Copper Flower Pots	Littleton, CO	2004		
158	Letter/Card Box	Littleton, CO	2000		
159	Financial Records/Documents	Littleton, CO			
160	Iron	Littleton, CO	1996		
161	1 Camera	Littleton, CO	1999		
162	1 Video Camera	Littleton, CO	2001		
163	2 Wall Sconces	Littleton, CO	2004		
164	Art - Lily Watercolor	Littleton, CO	2000		
165	Art - 2 Lily Prints	Littleton, CO	2000		
166	Art - 3 Victorian House Prints	Littleton, CO	1998		
167	Scales	Littleton, CO	1996		
168	Gifts for Giving	Littleton, CO	2004		
169	2 10# Hand Weights	Littleton, CO	2003		
170	Toiletries	Littleton, CO			
171	Bay Leaf Wreath	Littleton, CO	2001		
172	Lap Writing Table	Littleton, CO	2003		
173	Clothes Hamper	Littleton, CO	2004		
174	Green Lady Lamp & Vase	Littleton, CO	1996		
175	2 Telephones	Littleton, CO			
176	8 Bed Pillows	Littleton, CO			
177	3 Blankets	Littleton, CO			
178	1 Travel Mug	Littleton, CO			
179	Tripod for camera	Littleton, CO	1999		
180	5 Throw Pillows	Littleton, CO			
181	3' Christmas Tree	Littleton, CO	2003		
182	Blowup Bed	Littleton, CO	2003		
183	Cutco Knives	Littleton, CO	1996		
184	3 Resin Candlesticks	Littleton, CO	2004		
185	Pewter Candlesnuffer	Littleton, CO	2004		
186	3' Tall Table Lamp	Littleton, CO	2001		
187	6 Hanging China Angels	Littleton, CO			
188	2 Hanging Stained Glass Ornaments	Littleton, CO			
189	Home in TL	Treasure Lake, DuBois	1996		
190	Steinway Grand Piano	Treasure Lake, DuBois	2001		
191	2003 50th Anniversary Corvette	Treasure Lake, DuBois	2003		
192	1996 Oldsmobile Aurora	Treasure Lake, DuBois	2002		
193	Cherry Pool Table	Treasure Lake, DuBois	1996		
194	1998 Pontoon	Treasure Lake, DuBois	1998		
195	Zenith 60" TV	Treasure Lake, DuBois	1997		
196	Grandfather Clock	Treasure Lake, DuBois	1996		
197	Handcarved Desk & Chair	Treasure Lake, DuBois	2004		
198	Massage Chair & Ottoman	Treasure Lake, DuBois	2004		
199	Flowered Sofas 1-full, 1-love	Treasure Lake, DuBois	1996		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
200	Glass Chest Table - Cherry	Treasure Lake, DuBois	1996		
201	Coffee Table - Cherry	Treasure Lake, DuBois	1996		
202	Coffee Table - Cherry	Treasure Lake, DuBois	1996		
203	China Chest - Cherry	Treasure Lake, DuBois	1996		
204	Brass Floor Lamp	Treasure Lake, DuBois	1996		
205	Dining Room Table & 6 Chairs - Cherry	Treasure Lake, DuBois	1996		
206	Indoor Fountain - John Cheer, Artist	Treasure Lake, DuBois	2000		
207	Kitchen Table & 4 Chairs	Treasure Lake, DuBois	1996		
208	Flowered Sofa Bed	Treasure Lake, DuBois	2000		
209	Cherry End Table	Treasure Lake, DuBois	1996		
210	Tan & Black Area Rug	Treasure Lake, DuBois	2004		
211	"All That Jazz" Sculptures	Treasure Lake, DuBois	2004		
212	Leather Piano Bench	Treasure Lake, DuBois	2001		
213	Music Cabinet	Treasure Lake, DuBois	2001		
214	5 Stands for "All That Jazz" Sculptures	Treasure Lake, DuBois	2004		
215	Cherry Queen Bed - 4 poster w/mattress & boxspring	Treasure Lake, DuBois	1996		
216	Cherry End Table	Treasure Lake, DuBois	1996		
217	Cherry Queen Bed - 4 poster w/mattress & boxspring, armour, 2 nightstands, bureau w/bevel mirror	Treasure Lake, DuBois	1996		
218	Standing Bevel Mirror	Treasure Lake, DuBois	1996		
219	2 8'x12' Wool Area Rugs	Treasure Lake, DuBois	2004		
220	3'x10' Wool Area Rug	Treasure Lake, DuBois	2004		
221	20 Window Treatments	Treasure Lake, DuBois	1996		
222	2 Arm Chairs w/map upholstery	Treasure Lake, DuBois	2004		
223	5-2' Cherry Shelves	Treasure Lake, DuBois	2003		
224	7 Carosel Horses	Treasure Lake, DuBois	2000-2003		
225	Iron Queen Size Bed w/mattress & boxspring	Treasure Lake, DuBois	2001		
226	Inlaid Wood Dresser	Treasure Lake, DuBois	2001		
227	Inlaid Wood Nightstand	Treasure Lake, DuBois	2001		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
228	Swivel Rocker	Treasure Lake, DuBois	1996		
229	2 lamps - Stiffel w/cream bases	Treasure Lake, DuBois	1996		
230	Television 36"	Treasure Lake, DuBois	2001		
231	Carousel Picture	Treasure Lake, DuBois	2003		
232	Blue/Pink Comforter, Pillow Shams, Bed Skirt, 4 Feather Pillows, Mattress Pad, Sheet Set	Treasure Lake, DuBois	1996		
233	Rubbermaid Drawer Set	Treasure Lake, DuBois	2003		
234	Software ?????	Treasure Lake, DuBois			
235	2 lamps - Brass w/black shades & black marble bases	Treasure Lake, DuBois	1996		
236	Blue/Pink Sculptured Area Rug	Treasure Lake, DuBois	1996		
237	Christmas Decorations	Treasure Lake, DuBois	2003		
238	Gardening tools	Treasure Lake, DuBois	1996 - 2000		
239	Busy Bee Cleaning supplies	Treasure Lake, DuBois	2001		
240	3 Oreck Vacuum Cleaners	Treasure Lake, DuBois	2001		
241	12" TV	Treasure Lake, DuBois	1996		
242	TV in Master Bedroom	Treasure Lake, DuBois	1996		
243	Refrigerator	Treasure Lake, DuBois	1996		
244	Clothes Washer	Treasure Lake, DuBois	1996		
245	Clothes Dryer	Treasure Lake, DuBois	1996		
246	2 Coffee Pots	Treasure Lake, DuBois	2001		
247	Bread Baskets	Treasure Lake, DuBois	1999 - 2001		
248	Corner Shelving - Cherry	Treasure Lake, DuBois	2001		
249	Art - Lady @ Piano	Treasure Lake, DuBois	2002		
250	Shell Basket	Treasure Lake, DuBois	2002		
251	3 Blue/Pink Pottery Bowls	Treasure Lake, DuBois	1999		
252	Rose Flowered Dishes - service for 16	Treasure Lake, DuBois	1997		
253	Blue Stripe Dishes - service for 8	Treasure Lake, DuBois	1996		
254	Black/Tan Dishes - service for 8	Treasure Lake, DuBois	2001		
255	8 Wine Glasses	Treasure Lake, DuBois	1997		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
256	8 Juice Glasses	Treasure Lake, DuBois	2002		
257	8 Water Glasses	Treasure Lake, DuBois	2002		
258	6 Manhattan Glasses	Treasure Lake, DuBois	1997		
259	2 Small Picture Mirrors	Treasure Lake, DuBois	1999		
260	Cherry Table Top	Treasure Lake, DuBois	1996		
261	2 Bicycle Racks	Treasure Lake, DuBois	1997		
262	2 Cream Sofas 1-full, 1-love	Treasure Lake, DuBois	2001		
263	1 Cream Chair	Treasure Lake, DuBois	2001		
264	1 Glass top End Table - Square	Treasure Lake, DuBois	2001		
265	1 Glass top Coffee Table	Treasure Lake, DuBois	2001		
266	1 Glass top End Table - Round	Treasure Lake, DuBois	2001		
267	1 Iron Framed Bevel Mirror	Treasure Lake, DuBois	2001		
268	Art - King Tut Fresco	Treasure Lake, DuBois	2004		
269	Art - Tree Picture	Treasure Lake, DuBois	2004		
270	Art - 2 China Faces of Ladies w/feathers	Treasure Lake, DuBois	1996		
271	10 Chinese Planters	Treasure Lake, DuBois	1996		
272	Toaster	Treasure Lake, DuBois	2001		
273	Various Kitchen Tools	Treasure Lake, DuBois			
274	Cookbooks & Recipe Cards	Treasure Lake, DuBois	1962 - 2000		
275	Putz	Treasure Lake, DuBois	1998		
276	Putz's stuff	Treasure Lake, DuBois	1998		
277	Cabinet for Movies	Treasure Lake, DuBois	1999		
278	2 End Tables w/door	Treasure Lake, DuBois	1999		
279	Leather Love Sofa	Treasure Lake, DuBois	2001		
280	Pink Panther	Treasure Lake, DuBois	2004		
281	2 Gold Pedestals	Treasure Lake, DuBois	2000		
282	Verizon Cell Phone	Treasure Lake, DuBois	2002		
283	Art - 10 Kincaid Prints	Treasure Lake, DuBois	2000		
284	TV in Den	Treasure Lake, DuBois	1996		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
285	Porch Furniture	Treasure Lake, DuBois	1996		
286	2 Candlesticks w/glass chimney	Treasure Lake, DuBois	1996		
287	Silk Flower Arrangement on Floor Pedestal	Treasure Lake, DuBois	2001		
288	Cleaning Tools & Supplies	Treasure Lake, DuBois	1996 - 2004		
289	Baking & Roasting Pans, etc	Treasure Lake, DuBois	1996 - 2000		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
290	Various Silk Flower Arrangements	Treasure Lake, DuBois	1996		
291	Meat/Cheese Slicer	Treasure Lake, DuBois	2002		
292	Lettuce Spinner	Treasure Lake, DuBois	1996		
293	Pottery Garlic Keeper	Treasure Lake, DuBois	2000		
294	Pottery Garlic Roaster	Treasure Lake, DuBois	2000		
295	Glass top Dining Room Table - upholstered chairs	Treasure Lake, DuBois	2001		
296	Metal Shelving	Treasure Lake, DuBois	2000		
297	Burgundy Comforter	Treasure Lake, DuBois	1999		
298	Bed Linens/Sheets	Treasure Lake, DuBois	1996		
299	Brocade Material	Treasure Lake, DuBois	2004		
300	Coffee Mugs	Treasure Lake, DuBois			
301	Vase	Treasure Lake, DuBois	2003		
302	2 Ironing Boards	Treasure Lake, DuBois	1996 - 2001		
303	Iron	Treasure Lake, DuBois	2001		
304	2 High Wooden Tables/Stools	Treasure Lake, DuBois	1999		
305	Various Waste Cans	Treasure Lake, DuBois			
306	2 Lace Shower Curtains	Treasure Lake, DuBois	1996		
307	6 Small Rugs	Treasure Lake, DuBois	1996		
308	5 Telephones	Treasure Lake, DuBois			
309	Wedding Gifts from Mom	Treasure Lake, DuBois	1997		
310	"Mayo & Naise" Champaign Glasses	Treasure Lake, DuBois	1997		
311	10 Bed Pillows	Treasure Lake, DuBois			
312	2 Blankets	Treasure Lake, DuBois			
313	11 Throw Pillows	Treasure Lake, DuBois			
314	6-8 Travel Mugs	Treasure Lake, DuBois			
315	6' Christmas Tree	Treasure Lake, DuBois	1996		
316	Fence Garland	Treasure Lake, DuBois	2003		
317	Music Christmas Wreath	Treasure Lake, DuBois	1996		
318	Magnified Brass Makeup Table Mirror	Treasure Lake, DuBois	2001		

EXHIBIT A
All Assets for Anne and John Monti

	Description of Asset	Location	Date of Acquisition	Non-Martial Property	Reason Non-Martial
319	3 Bathroom Tissue holders /cups/toothbrush holders	Treasure Lake, DuBois	1996		
320	2 Table Lamps w/firefly shades	Treasure Lake, DuBois	2001		
321	2 Yellow Rose Silk Flower Arrangements	Treasure Lake, DuBois			
322	Blowup Tube for Pontoon	Treasure Lake, DuBois	1998		
323	Electric Cooler/Heater for Pontoon	Treasure Lake, DuBois	1999		
324	2 Silk Trees	Treasure Lake, DuBois	2001		
325	"World" Wooden Trash Basket	Treasure Lake, DuBois	2004		
326	Pool Sticks & Balls & Wall Hanger	Treasure Lake, DuBois	1997		
327	Knives Set	Treasure Lake, DuBois	2001		
328	2 Pole Lamps	Treasure Lake, DuBois	1999		
329	2 Rectangular Bevel Glass Mirrors	Treasure Lake, DuBois	1996 - 1999		
330	Brown Pottery Platter	Treasure Lake, DuBois	2001		
331	Oriental Table Lamp	Treasure Lake, DuBois	1999		
332	2 Dolls	Treasure Lake, DuBois			
333	Small Round Table w/cloth	Treasure Lake, DuBois			

EXHIBIT B
INCOME AND EXPENSE STATEMENT

INCOME:

Employer: EnviroTek Wall System, LP
Type of Work: Manufacturing, Sales and Marketing
Income: \$70,000 annually, \$1919 net every (2) weeks

TOTAL MONTHLY: **\$4157**

OTHER INCOME:

Rent: \$1400 monthly

TOTAL MONTHLY: **\$1400**

TOTAL MONTHLY NET INCOME: **\$5557**

EXPENSES:

Rent Properties: \$1174 monthly
Auto Loan: \$951.31 monthly
Credit Cards: \$400 Chase
 \$300 Capital One
 \$300 Bank of America
Landscape bill: \$140 monthly
Electric: \$145 monthly
Propane Gas: \$43 monthly
Telephone: \$19.22 monthly
Cell Phone: \$111.50 monthly
Internet: \$37.95 monthly
Water/Sewer: \$45 monthly
Garbage: NONE
Clothing: \$400 annually
Food: \$230 monthly
Automobile Gas: \$220 monthly
TV: \$68 monthly
Personal: \$200

TOTAL MONTHLY EXPENSES: **\$4418.31**

Insurance:

Homeowners: \$79.42 monthly
Rental Properties: \$65.50 monthly
Auto Insurance: \$235 monthly

TOTAL MONTHLY INSURANCE: **\$379.92**

REAL ESTATE TAXES:

973 Treasure Lake: \$3104 annually
973 assessments: \$1905 annually
Rentals: 201 N. 5th St. \$1195 annually
511 Pifer St. \$802 annually
511 ½ Pifer St. \$802 annually

TOTAL ANNUAL TAXES: \$7808

Boat Expenses:

Boat Insurance: \$150 annually
Winter Storage: \$450 per six months
Boat Slip Rental: \$330 seasonal

TOTAL ANNUAL BOAT EXPENSES: \$930

Support:

Support to Anne: \$1085 monthly

TOTAL MONTHLY SUPPORT PAYMENTS: \$1085

TOTAL MONTHLY INCOME: \$5557.00
TOTAL MONTHLY EXPENSE: \$5883.23
MONTHLY BALANCE: \$(326.23)

TOTAL ANNUAL EXPENSES: \$8738 (mostly paid from tax refunds)

Exhibit C - Liabilities

<u>Description</u>	<u>Creditor</u>	<u>Amount (August 6, 2004)</u>
973 Treasure Lake Mortgage	PNC Bank	\$124,612.41
201 N. 5 Th St. Mortgage	PNC Bank	\$ 32,267.01
511 Pifer St. Mortgage	1 st Commonwealth	\$ 34,265.00
511 ½ Pifer St. Mortgage	PNC	\$ 44,196.67
Corvette Auto Loan	Citizens Bank	\$ 45,662.88
Capital One Credit Card	Capital One	\$ 11,500.00
Bank of America Credit Card	Bank of America	\$ 13,500.00
Barry Martz Landscaping	Barry Martz	\$ 4,621.00

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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*
*
*

No. 2004-1563-CD

Type of Action:
Divorce

Type of Pleading:
Praecipe to Withdraw
as Counsel

Filed on Behalf of:
Richard H. Milgrub, Esq.

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

5
FILED NO
012:08201 CC
AUG 22 2007 copy to c/a
William A. Shaw
Prothonotary/Clerk of Courts (CK)

#10

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

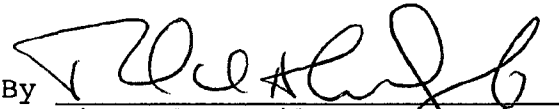
PRAECIPE TO WITHDRAW AS COUNSEL

TO THE PROTHONOTARY:

Please withdraw my appearance as attorney of record on
behalf of John M. Monti.

Date: 6/21/07

By


Richard H. Milgrub, Esquire

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

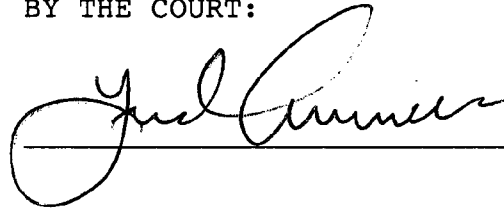
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No. 2004-1563-CD

ORDER

AND NOW, this 20 day of August, 2007, upon
consideration of Richard H. Milgrub, Esquire's Petition to
Withdraw as Counsel, it is hereby ORDERED and DECREED that
Richard H. Milgrub, Esquire, be permitted to withdraw as counsel
on behalf of the above-captioned Defendant, John M. Monti.

BY THE COURT:



Judge

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED
08-19-07
AUG 21 2007
William A. Shaw
Prothonotary/Clerk of Courts
100 Atty's:
T. Cherry
Milgrub
100 Def-
973 Treasure Lake
Caribbean Rd.
Dubois, PA 15801

FILED

AUG 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/21/07

☐ You are responsible for serving all appropriate parties.
☒ The Prothonotary's office has provided service to the following parties:
☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other
☒ Defendant(s) ☒ Defendant(s) Attorney
☐ Special Instructions:

0

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

Type of Action:
Divorce

Type of Pleading:
Petition to Withdraw
as Counsel

Filed on Behalf of:
Richard H. Milgrub, Esq.

Counsel of Record for this
Party:

Richard H. Milgrub, Esquire
Supreme Court I.D. 19865

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED *icc*
8/10/07
AUG 15 2007 *Any*
Milgrub
William A. Shaw
Prothonotary/Clerk of Courts *CR*

88

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

ANNE E. MONTI,

Plaintiff

- VS -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

PETITION TO WITHDRAW AS COUNSEL

AND NOW, comes Your Petitioner, Richard H. Milgrub,
Esquire, who files the following Petition to Withdraw as Counsel:

1. Your Petitioner is attorney of record for John M. Monti.
2. That John M. Monti has expressed a desire to proceed pro se.
3. Attached hereto and marked Exhibit "A" is a Consent to Withdrawal signed by John M. Monti consenting to Your Petitioner's withdrawal as his attorney of record.

WHEREFORE, Your Petitioner respectfully requests that he be permitted to withdraw as counsel on behalf of the above-captioned Plaintiff, John M. Monti.

By 
Richard H. Milgrub, Esquire

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

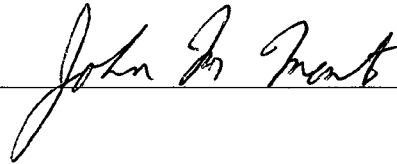
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No. 2004-1563-CD

CONSENT TO WITHDRAWAL OF COUNSEL

I, John M. Monti, do hereby consent to Richard H.
Milgrub, Esquire's withdrawal as my attorney of record.

Date: 8-13-07

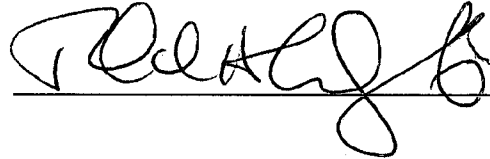


THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

I, Richard H. Milgrub, verify that the statements made in the foregoing Petition are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 8/14/07

A handwritten signature in dark ink, appearing to read 'R. Milgrub', is written over a horizontal line.

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

*
*
*
*
*

NO. 04-1563-CD

FILED

JUN 20 2007

0/4:00/6
William A. Shaw
Prothonotary/Clerk of Courts

Cent to MICHAEL
CHERRY
Stewart

ORDER

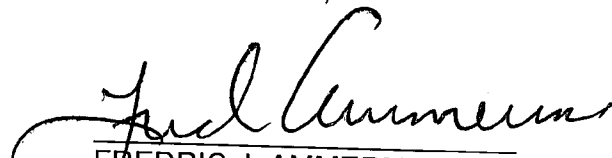
NOW, this 20th day of June, 2007, the Court being in receipt of the Motion for Appointment of Master filed by Plaintiff's counsel, Toni M. Cherry, it is the ORDER of this Court as follows:

1. A Pre-Trial Conference shall be held on the **13th day of September, 2007 at 9:00 a.m.** in Chambers.
2. Cynthia B. Stewart, Esquire, is hereby appointed as Master in Divorce of the above-captioned matter. Master's Hearing estimated time thereof being one day, shall be held in Hearing Room # 3 of the Clearfield County Courthouse, on the **16th day of November, 2007 commencing at 9:00 a.m.**
3. The parties shall complete all discovery and file their Inventory and Appraisal documents as well as any other documents required to be filed under Local Rules of Court by no later than **September 12, 2007.**
4. In order to defray the costs of the Master's Hearing, each party shall by no later than **October 16, 2007** deposit the amount of Two Hundred Fifty Dollars (\$250.00) with Prothonotary. Any check or money order shall be made payable to the Prothonotary of Clearfield County. This amount shall be non-refundable.
5. It shall be the responsibility of the Plaintiff to obtain the services of an independent court reporter to be present for the Master's Hearing for the purposes of producing

the appropriate record. Following the hearing, any party which desires a transcript of the same shall be responsible for the costs of the same. No less than ten (10) days prior to the Master's Hearing, counsel for the Plaintiff shall, by letter, confirm to the Master, Cynthia B. Stewart (230 East Market Street, Clearfield, PA 16830) that the Plaintiff has obtained an independent court reporter for the Master's Hearing. The Master in Divorce shall be at liberty to assign costs related to the court reporter to either or both parties in such manner as the Master deems to be appropriate when issuing the Master's Report.

6. In the event that either or both parties shall fail to comply with any of the provisions as set forth above, the Court will schedule a contempt hearing in order that the appropriate sanction(s) may be imposed.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

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

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

:
:
: No. 04 - 1563 C.D.
:
: Type of Case: DIVORCE
:
: Type of Pleading: MOTION FOR
: APPOINTMENT OF MASTER
:
: Filed on Behalf of: ANNE E. MONTI,
: Plaintiff
:
: Counsel of Record for this Party:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

^s FILED

JUN 19 2007

6/19/07

William A. Shaw
Prothonotary/Clerk of Courts

3 sent to ATT

#6

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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No. 04 - 1563 C.D.

MOTION FOR APPOINTMENT OF MASTER

ANNE E. MONTI, Plaintiff, moves the Court to appoint a Master with respect to the following claims:

(x) Divorce

(x) Distribution of property

() Annulment

() Support

(x) Alimony

(x) Counsel Fees

(x) Alimony Pendente Lite

(x) Costs and Expenses

and in support of the Motion states:

(1) Discovery is complete as to the claims for which the appointment of a Master is requested.

(2) The Plaintiff has appeared in the action by her attorney, TONI M. CHERRY, ESQ.
The Defendant has appeared in this action by his attorney, RICHARD H. MILGRUB, ESQ.

(3) The statutory ground for divorce is irretrievable breakdown under Section 3301(c) or 3301(d) of the Divorce Code.

(4) The action is contested with respect to the following claims: Divorce, Alimony, Alimony Pendente Lite, Distribution of Property, Counsel Fees, Costs and Expenses.

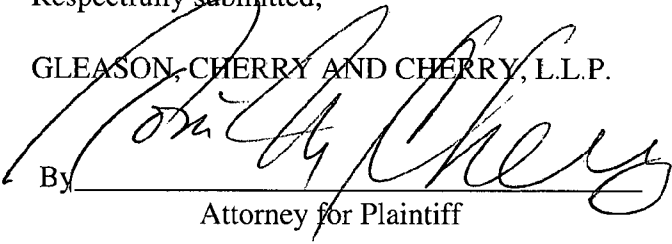
(5) The action does not involve complex issues of law or fact.

(6) The hearing is expected to take one (1) day.

(7) Additional information, if any, relevant to the Motion: None.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorney for Plaintiff

Dated: June 15, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

:
: No. 2004 - 1563 C.D.

:
: IN DIVORCE

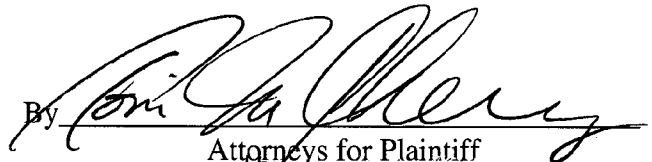
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CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of June, 2006, an original of Plaintiff's First Set of Interrogatories to Defendant were sent to RICHARD H. MILGRUB, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, postage prepaid, by depositing in the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

RICHARD H. MILGRUB, ESQ.
Attorney at Law
211 North Second Street
Clearfield, PA 16830

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Plaintiff
I hereby certify this to
and attested on this 13th day of June, 2006

Dated: June 13, 2006

FILED

JUN 16 2006

William A. Shaw
Prothonotary/Clerk of Courts

no cc

#5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

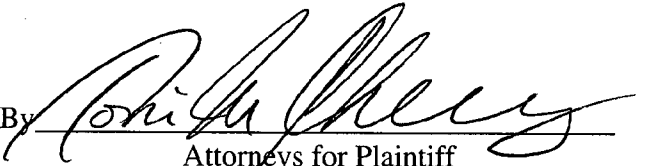
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: No. 2004 - 1563 C.D.
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CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of June, 2006, an original of Plaintiff's Request for Production of Documents were sent to RICHARD H. MILGRUB, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, postage prepaid, by depositing in the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

RICHARD H. MILGRUB, ESQ.
Attorney at Law
211 North Second Street
Clearfield, PA 16830

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

Dated: June 13, 2006

FILED
JUN 16 2006

William A. Shaw
Prothonotary/Clerk of Court

no cc (LM)

#4

FILED
DEC 22 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

:
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: No. 04 - 1563 C.D.
:
: IN DIVORCE
:
:

CONSENT ORDER

AND NOW, this 22nd day of December, 2004, upon agreement of the parties,
the following Order is entered:

1. That the Defendant, JOHN M. MONTI, is granted exclusive possession of the marital residence located at 973 Treasure Lake, DuBois, Pennsylvania;
2. That the Plaintiff, ANNE E. MONTI, shall supply the Defendant with an accounting of all marital items removed from the marital residence;
3. That the Defendant shall provide the Plaintiff with an accounting of all marital items remaining in the marital residence;
4. Each party will maintain the other as sole beneficiary of the marital portion of all accounts, retirement plans, IRA accounts and any other asset owned by each that requires the designation of a beneficiary until the resolution of this proceeding. However, each will be free to designate another beneficiary as to that portion of any of said accounts, retirement plans, IRA accounts or other assets that is non-marital in nature and the other will cooperate by

signing any waivers that may be required to allow the designation of a beneficiary other than Plaintiff or Defendant as to that portion of the asset which is non-marital; and

5. Neither party will perform any act that would contribute to the dissipation of marital property and neither party will dispose of any marital property without the express written consent of the other party during the pendency of this proceeding.

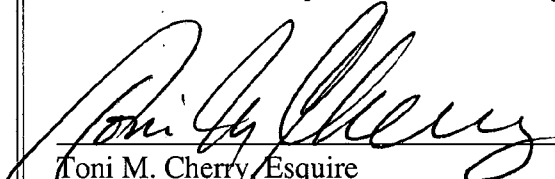
BY THE COURT:



Judge

STIPULATION

We do hereby consent to the entry of the above Consent Order on behalf of the parties.


Toni M. Cherry, Esquire
Attorney for Plaintiff
Richard H. Milgrub, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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: No. 2004 - 1563 C.D.
:
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AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

: SS.

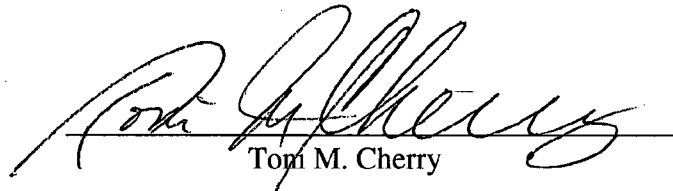
COUNTY OF CLEARFIELD

:

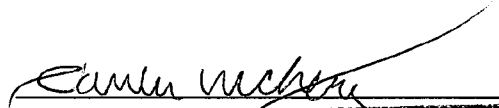
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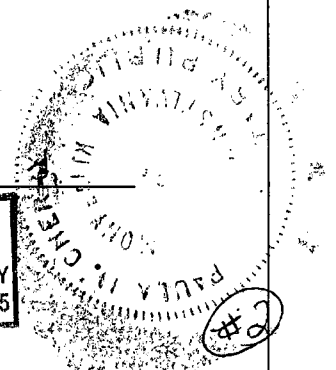
William A. Shaw
Prothonotary/Clerk of Courts

Before me, the undersigned official, personally appeared TONI M. CHERRY, ESQ., who, being duly sworn according to law, deposes and says that she is the Attorney for ANNE E. MONTI, Plaintiff in the above cause of action, and that she did serve JOHN M. MONTI with a certified copy of the Divorce Complaint by mailing the same to him at 973 Treasure Lake, DuBois, Pennsylvania 15801, by Certified Mail, Return Receipt Requested, on October 8, 2004, by Article No. 7002 3150 0006 4999 5820. Defendant accepted service on October 16, 2004. The Return Receipt Card being attached hereto.


Tom M. Cherry

Sworn to and subscribed before me this 19th day of October, 2004.


NOTARIAL SEAL
PAULA M. CHERRY, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES SEPTEMBER 16, 2005



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:

Mr. John M. Monti
973 Treasure Lake
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

Signature

x *John M. Monti* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7002 3150 0006 4999 5820

UNITED STATES POSTAL SERVICE

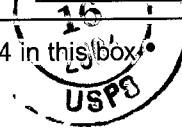
Re: Monti v. Monti



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box.

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
Attorneys at Law
P. O. Box 505
DuBois, PA 15801



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

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

:
:
: No. 2004 - 1563 C.D.
:
: Type of Case: DIVORCE
:
: Type of Pleading: DIVORCE COMPLAINT
:
: Filed on Behalf of: ANNE E. MONTI,
: Plaintiff
:
: Counsel of Record for this Party:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED

OCT 08 2004

01 10:15 PM

William A. Shaw

Prothonotary/Clerk of Courts

2 Cens to Att

IN ACCORDANCE WITH Pa.R.C.P. 1920.31(a)(3), PLAINTIFF MAKES DEMAND
FOR HEARING ON HER CLAIM FOR ALIMONY PENDENTE LITE.

There were no children to this marriage.

(#1)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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No. 2004 - _____ C.D.

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take prompt action. You are warned that if you fail to do so, the case may proceed without you and a decree of divorce or annulment may be entered against you by the Court. A judgment may also be entered against you for any other claim or relief requested in these papers by the Plaintiff. You may lose money or property or rights important to you, including custody or visitation of your children.

When the ground for divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of marriage counselors is available at the Office of the Court Administrator, Clearfield County Courthouse, Clearfield, Pennsylvania 16830.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, LAWYER'S FEES OR EXPENSES BEFORE A DIVORCE OR ANNULMENT IS GRANTED, YOU MAY LOSE THE RIGHT TO CLAIM ANY OF THEM.

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

OFFICE OF THE COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51

GLEASON, CHERRY AND CHERRY, L.L.P.
P. O. Box 505
One North Franklin Street
DuBois, PA 15801
(814) 371-5800
ATTORNEYS FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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No. 2004 - _____ C.D.

COMPLAINT IN DIVORCE

COUNT I - DIVORCE UNDER SECTION 3301(a)(2) OF THE DIVORCE CODE

AND NOW, comes the Plaintiff, ANNE E. MONTI, by and through her attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and brings this Complaint in Divorce under the Divorce Code upon a cause of action whereof the following is a statement:

1. The Plaintiff, ANNE E. MONTI, is an adult individual who resides at 7795 South Marshall Street, Littleton, Colorado 80128, since August 6, 2004. Prior to that time, she resided in the marital residence in Treasure Lake, DuBois, Pennsylvania 15801.
2. The Defendant, JOHN M. MONTI, is an adult individual who resides on Caribbean Road in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, and has a mailing address of 973 Treasure Lake, DuBois, Pennsylvania 15801.
3. Defendant has been a bona fide resident in the Commonwealth for at least six (6) months immediately previous to the filing of this Complaint. Plaintiff was also a resident of the Commonwealth but was forced to leave and go to live with her family because Defendant forced her from the marital residence.

4. The Plaintiff and Defendant were married on May 8, 1997, in Seneca Falls, New York.

5. There have been no prior actions of divorce or for annulment between the parties.

6. Plaintiff has been advised that counseling is available and that Defendant may have the right to request that the Court require the parties to participate in counseling.

7. The Defendant has committed adultery with Deborah Marie Reighard and actually forced Plaintiff from her home so that he could continue to conduct his affair with said woman in Plaintiff's home.

WHEREFORE, Plaintiff requests the Court to enter a Decree of Divorce on the grounds of adultery.

**COUNT II - DIVORCE UNDER THE PROVISIONS OF
SECTION 3301(a)(6) OF THE DIVORCE CODE**

8. Plaintiff incorporates herein by reference the averments contained in Paragraphs 1 through 6 inclusive of this Complaint as if the same had been set forth at length herein.

9. Defendant has offered such indignities to the Plaintiff, the innocent and injured spouse, as to render her condition intolerable and life burdensome.

WHEREFORE,. Plaintiff requests the Court to enter a Decree of Divorce on the grounds of indignities.

**COUNT III - DIVORCE UNDER THE PROVISIONS OF
SECTIONS 3301(c) OR 3301(d) OF THE DIVORCE CODE**

10. Plaintiff incorporates herein by reference the averments contained in Paragraphs 1 through 6 inclusive of this Complaint as if the same had been set forth at length herein.

11. The marriage is irretrievably broken.

WHEREFORE, Plaintiff requests the Court to enter a Decree of Divorce under Sections 3301(c) or 3301(d) of the Divorce Code should Plaintiff elect not to proceed on either of the foregoing counts for divorce.

COUNT IV - EQUITABLE DISTRIBUTION OF MARITAL PROPERTY

12. Plaintiff incorporates herein by reference the averments contained in Paragraphs 1 through 11 inclusive of this Divorce Complaint as if the same had been set forth at length herein.

13. Plaintiff avers that the Plaintiff and Defendant have severally and/or jointly acquired assets and property from May 8, 1997, to the date of the separation of the parties which the Plaintiff believes to be marital property. The parties have also incurred debt in the acquisition of property.

WHEREFORE, Plaintiff requests your Honorable Court to equitably divide and distribute all marital assets and property acquired from the date of the marriage to the date of the separation of the parties and to assign the obligation for the payment of marital debt in a manner that will promote economic justice between the parties.

COUNT V - ALIMONY PENDENTE LITE AND PERMANENT ALIMONY

14. Plaintiff incorporates herein by reference the averments contained in Paragraphs 1 through 11 inclusive of this Divorce Complaint as if the same had been set forth at length herein.

15. Defendant is employed as the CEO of Bob Showers Windows and Sun Rooms out of Philipsburg and earns a base salary of \$70,000.00 with a right to bonuses and commissions linked to profits of the company.

16. Plaintiff is a full-time homemaker as a result of the demands of the Defendant that she stop working and, as a result of her exit from the work force and her age, cannot be expected to find future employment which would allow her to support herself in the manner to which she has become accustomed in the marriage.

17. That since the Defendant is a CEO and Plaintiff is not employed and because Plaintiff is six years older than Defendant, the parties are not in equal economic situations nor are their earning capacities equal. Plaintiff cannot maintain the standard of living established during the marriage of the parties without the aid of and reasonable support from the Defendant at this time and for an indefinite time in the future.

18. That Plaintiff requires alimony from the Defendant in order to rehabilitate herself so that she can be trained and can secure a job. However, Plaintiff will never be able to earn sufficient income to support herself in the manner to which she has been accustomed and according to the standard of living established during the marriage.

19. That Plaintiff requires alimony from the Defendant until such time as she becomes employed in a job which will allow her to earn enough income to support herself in the manner established during the marriage.

20. That Plaintiff does not have sufficient funds to maintain herself during the pendency of this divorce action and she will be severely prejudiced in her efforts to litigate this just action without support and aid from the Defendant.

WHEREFORE, Plaintiff requests your Honorable Court to award her temporary alimony until final hearing and to award her permanent alimony thereafter.

COUNT VI - ATTORNEY'S FEES, COSTS AND EXPENSES

21. Plaintiff incorporates herein by reference the averments contained in Paragraphs 1 through 11 inclusive and Paragraphs 15 and 16 of this Divorce Complaint as if the same had been set forth at length herein.

22. Plaintiff has employed Toni M. Cherry as counsel but does not have the funds to pay the reasonable and necessary attorney's fees which she will incur in this action because she is a full-time homemaker without income. She does not even have sufficient funds with which to support herself and has no money available for an attorney.

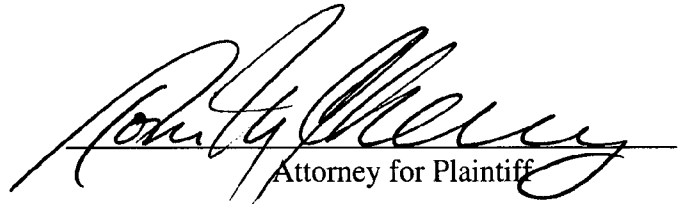
23. That if Plaintiff is unable to pay her attorney's fees, she will not receive the services of a lawyer and will be severely prejudiced in her right to maintain an action for divorce and to make claims for economic relief.

24. The Plaintiff does not have and will not be able to secure the funds necessary to pay for the appointment of a Master in this case because she has no earnings of her own and she

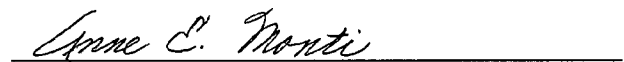
requires that Defendant pay such costs as he has substantial earnings from which he can pay said costs.

WHEREFORE, Plaintiff requests your Honorable Court to award her an amount in counsel fees, costs and expenses until final hearing and thereupon award her such additional counsel fees, costs and expenses as are deemed appropriate in this case.

WHEREFORE, Plaintiff requests your Honorable Court to award her whatever further relief may be deemed equitable and proper.


Attorney for Plaintiff

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


Plaintiff

Date: October 6, 2004

[Faint, illegible handwritten text]

FILED

OCT 08 2004

William A. Shaw
Prothonotary/Clerk of Courts

10:24 A.M.

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 475 WDA 2012

Page 1 of 2

March 23, 2012

Secure



CAPTION

Anne E. Monti
Appellant
v.
John M. Monti

2004-1563-CD

CASE INFORMATION

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: March 22, 2012 Awaiting Original Record

Journal Number:

Case Category: Domestic Relations Case Type(s): Divorce

CONSOLIDATED CASES

RELATED CASES

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement
Next Event Type: Original Record Received

Next Event Due Date: April 9, 2012
Next Event Due Date: May 15, 2012

COUNSEL INFORMATION

Appellant Monti, Anne E.

Pro Se: No Appoint Counsel Status: Represented

IFP Status: No

Attorney: Cherry, Toni M.

Bar No: 030205

Law Firm: Gleason, Cherry and Cherry, L.L.P.

Address: 1 N FRANKLIN ST

PO BOX 505
DUBOIS, PA 15801

Phone No: (814) 371-5800

Fax No: (814) 371-0936

Receive Mail: Yes

Receive EMail: No

FILED

MAR 26 2012

William A. Shaw
Prothonotary/Clerk of Courts

Appellee Monti, John M

Pro Se: No Appoint Counsel Status: Represented

IFP Status:

Attorney: Lavelle, Patrick J.

Bar No: 015473

Address: 1000 S State St
Clarks Summit, PA 18411

Phone No: (570) 586-7730

Fax No: (570) 586-7732

Receive Mail: Yes

Receive EMail: No

126

10:24 A.M.

Appeal Docket Sheet

Docket Number: 475 WDA 2012

Page 2 of 2

March 23, 2012

Superior Court of Pennsylvania

Secure



FEE INFORMATION

Fee Dt	Fee Name	Fee Amt	Receipt Dt	Receipt No	Receipt Amt
03/22/2012	Notice of Appeal	73.50	03/22/2012	2012-SPR-W-000305	73.50

AGENCY/TRIAL COURT INFORMATION

Court Below:	Clearfield County Court of Common Pleas	Division:	Clearfield County Civil Division
County:	Clearfield	Judicial District:	46
Order Appealed From:	February 17, 2012	Notice of Appeal Filed:	March 16, 2012
Documents Received:	March 22, 2012		
Order Type:	Order Entered		
OTN(s):			
Lower Ct Docket No(s):	No. 2004 - 1563 C.D.		
Lower Ct Judge(s):	Ammerman, Fredric J. President Judge		

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description
----------------------	------------	---------------------

Date of Remand of Record:

BRIEFING SCHEDULE

None

None

DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
March 22, 2012	Notice of Appeal Docketed	Appellant	Monti, Anne E.
March 23, 2012	Docketing Statement Exited (Domestic Relations)		Valecko, Eleanor R.

CA

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

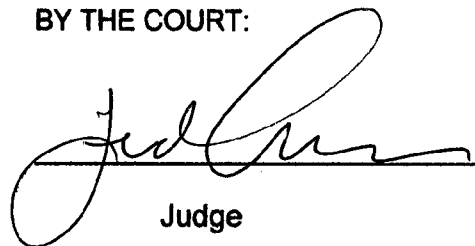
Defendant

No. 2004-1563-CD

ORDER

AND NOW, this 9th day of May, 2012, upon consideration of the Defendant's Petition to present evidence regarding Miscalculated Interest On Judgment And Claim For No Interest Due, it is hereby ORDERED and DECREED that hearing on said Motion be scheduled for the 6th day of July, 2012 at 9:00:AM in Courtroom 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. 2 hour(s) has/have been allotted for said hearing.

BY THE COURT:


Judge

FILED

MAY 10 2012

William A. Shaw
Prothonotary/Clerk of Courts

icc Def-
973 Treasure Lake
DuBois, PA 15801

icc Atty Lavelle
(courtesy copy)

GW

#131e

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

FILED

MAY 10 2012

William A. Shaw
Prothonotary/Clerk of Courts

004-12-23-00

DATE: 5/10/12

☒ You are responsible for serving all appropriate parties.
The Prothonotary's office has provided service to the following parties:

Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other _____
Defendant(s) _____ Defendant(s) Attorney _____
Special Instructions: _____

Plaintiff

ANNA E. MONTI

- vs -

Defendant

JOHN M. MONTI

for said hearing
the Clarke County Courtroom, Clarcksburg, Pennsylvania. _____ from(s) have been allotted
conducted for the _____ of _____, 2012 at _____ in Courtroom _____ of
Clarke County, West Virginia. This hearing is hereby ORDERED and DECREED that it shall be held on said date and at
Defendant's location to present evidence regarding inaccuracies related to interest on judgment And Claim
AND NOW, this _____ day of _____, 2012, upon consideration of the

BY THE COURT

Judge

CA

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

No. 2004-1563-CD

FILED (12)

MAY 09 2012

William A. Shaw
Prothonotary/Clerk of Courts

1 copy to DEF

Type of Action: DIVORCE

Type of Pleading: PETITION REGARDING
MISCALCULATED INTEREST ON
JUDGMENT AND CLAIM FOR NO
INTEREST DUE

Filed on Behalf of: JOHN M. MONTI
Defendant/Petitioner

Counsel of Record for this Party:

Pro Se
John M. Monti
973 Treasure Lake
Du Bois, PA 15801
814-591-1925

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

ANNE E MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

**PETITION REGARDING MISCALCULATED INTEREST ON JUDGMENT
AND CLAIM FOR NO INTEREST DUE**

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

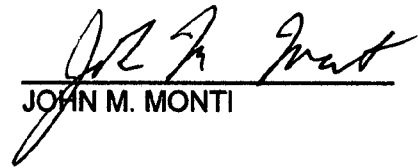
AND NOW, comes the Defendant, JOHN M. MONTI, by Pro Se and respectfully represents:

1. Significant to this filing is the original Judgment order March 10, 2011 and the judgment entered on May 11, 2011
2. That the court order of November 22, 2011 ruled the original Judgment order of March 10, 2011 is "decreed invalid and no longer of any effect"
3. That the court order of November 22, 2011 awarded a new Judgment in favor of the Plaintiff for an amount of \$62,255.74 with 6% interest until paid
4. That Defendant has made several attempts since May 11, 2011 to satisfy the original Judgment and the new ordered Judgment of November 22, 2011 where Plaintiff continued to successfully block the satisfaction of the Judgment
5. That Defendant Petitioned for Special Relief on March 21, 2012, regarding the Plaintiff's refusal to comply with the Master's Report and Recommendations requiring the transfer of Real Property.
6. That the court order dated March 29, 2012 mandated the transfer of the primary residence in order for Defendant to close a refinanced loan to satisfy the Judgment

7. That the court order of March 29, 2012 required Defendant to execute the loan and through the distribution of funds by Patrick Lavelle, pay the judgment with any and all interest due
8. That Patrick Lavelle, using Plaintiff's counsel's interest calculation, issued a final Judgment Check for \$62,255.74 plus \$5, 711.03 interest, for a total payment of \$67,966.77
9. That Defendant believes and avers that the interest calculation is incorrect and further positions with evidence that no interest is due.

WHEREFORE, Defendant, JOHN M. MONTI, respectfully requests Your Honorable Court schedule a hearing to provide Defendant the opportunity to submit evidence concluding one; that the interest calculation is incorrect and two; that no interest is due.

Respectfully submitted,


JOHN M. MONTI

VERIFICATION

I, John M. Monti, Petitioner, verify that the information provided in this Petition is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A.

§4904, relating to unsworn falsification to authorities.



John M. Monti Date: 5/8/2012

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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*

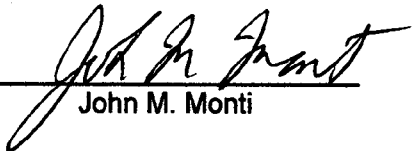
No. 2004-1563-CD

*

CERTIFICATION OF SERVICE

I hereby certify that on this 8th day of May, 2012, a true and correct copy of the Petition for Miscalculated Interest On Judgment And Claim For No Interest Due was served in person to Ms. Toni M. Cherry, located at One North Franklin Street, Du Bois, PA 15801 by US Mail.

May 8, 2012



John M. Monti

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

FILED

MAY 09 2012

*William A. Shaw
Prothonotary/Clerk of Courts*

No. 2004-1533-CD

Plaintiff

ANNE F. MONTI

- vs -

Defendant

JOHN M. MONTI

CERTIFICATION OF SERVICE

I hereby certify that on this 8th day of May, 2012, a true and correct copy of the Petition for Miscellaneous Interest On Judgment And Claim For No Interest Due was served in person to Ms. Toni M. Cherry, located at One North Franklin Street, Du Bois, PA 15801 by US Mail.

John M. Monti

MAY 8, 2012

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

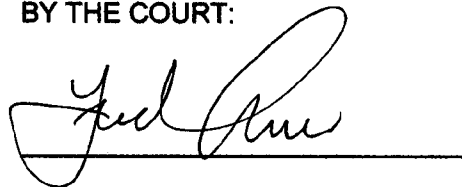
Defendant

No. 2004-1563-CD

ORDER

AND NOW, this 3 day of May, 2012, upon consideration of the Defendant's Petition to present evidence regarding satisfaction of alimony and release of \$10,000 Escrow to Defendant, it is hereby ORDERED and DECREED that hearing on said Motion be scheduled for the 6th day of July, 2012 at 9:00:AM in Courtroom 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. 2 hour(s) has/have been allotted for said hearing.

BY THE COURT:



Judge

FILED
9/10/35/01
MAY 04 2012

William A. Shaw
Prothonotary/Clerk of Courts

2cc Def-

973 Treasure Lake
Subois, PA 15801

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

FILED

MAY 04 2012

William A. Shaw
Prothonotary/Clerk of Courts

5004-1523-

DATE: 5/4/12

☒ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other _____
Defendant(s) _____ Defendant(s) Attorney _____
Special Instructions: _____

Plaintiff

Defendant

A JUNE MONTH

JOHN W. MOULTON

- vs -

for said hearing.
the Clerk of County Court, Pennsylvania _____ hour(s) have been allotted
of _____ day of _____ 2012 at _____ in Courtroom _____
Escrow to Defendant it is hereby ORDERED and DECREED that on said Motion be
Defendant's Motion to present evidence regarding satisfaction of bond and release of \$10,000
AND NOW this _____ day of _____ 2012, upon consideration of the

BY THE COURT

Judge

CA

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

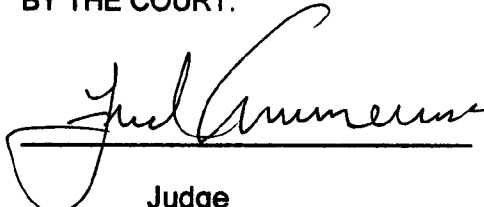
Defendant

No. 2004-1563-CD

ORDER

AND NOW, this 3 day of May, 2012, upon consideration of the Defendant's Motion for Contempt, it is hereby ORDERED and DECREED that hearing on said Motion be scheduled for the 6th day of July, 2012 at 9:00 AM in Courtroom 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. 2 hour(s) has/have been allotted for said hearing.

BY THE COURT:


Judge

FILED

0103501
MAY 04 2012

William A. Shaw
Prothonotary/Clerk of Courts

2cc Def. -

973 Treasure Lake
DuBois, PA 15801

#133

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

FILED

MAY 04 2012

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/4/12

☒ You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Defendant(s) ☐ Attorney ☐ Other
☐ Plaintiff(s) ☐ Defendant(s) ☐ Attorney ☐ Other
Special Instructions:

Plaintiff

ANNE E. MONTI

Defendant(s)

JOHN M. MONTI

- vs -

ORDER

AND NOW, this _____ day of _____, 2012, upon consideration of the
Defendant's Motion for Contempt, it is hereby ORDERED and DECREED that hearing on said
Motion be scheduled for the _____ day of _____, 2012 at _____
Courtroom _____ of the Court of Common Pleas, Clearfield, Pennsylvania. _____ (hour(s))
hearing. It is further ordered that said hearing

BY THE COURT

10039

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

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Type of Action: DIVORCE

Type of Pleading: Petition to present evidence
regarding satisfaction of alimony and release
of \$10,000 Escrow to Defendant

Filed on Behalf of: JOHN M. MONTI
Defendant/Petitioner

Counsel of Record for this Party:

Pro Se
John M. Monti
973 Treasure Lake
Du Bois, PA 15801
814-591-1925

FILED
01:05/01 2cc
S MAY 03 2012 Def.
William A. Shaw
Prothonotary/Clerk of Courts GK

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

ANNE E MONTI	Plaintiff	*
		*
- vs -		*
		*
		*
JOHN M. MONTI,	Defendant	*

No. 2004-1563-CD

PETITION FOR Alimony Satisfaction

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

AND NOW, comes the Defendant, JOHN M. MONTI, by Pro Se and respectfully represents:

1. Significant to this filing is the provision of the Master's Report and Recommendations awarding two years alimony to the Plaintiff.
2. That the court order of March 29, 2012, Escrowed \$10,000 until further order of the court, regarding alimony obligations to the Plaintiff.
3. That Defendant be permitted to submit evidence, that Defendant believes will concluded alimony, as ordered by the court and Master, have been satisfied.

WHEREFORE, Defendant, JOHN M. MONTI, respectfully requests Your Honorable Court schedule a hearing to provide Defendant the opportunity to submit evidence concluding the satisfaction alimony and to finalize the obligation to the Plaintiff under the Master's Report and Recommendations.

Respectfully submitted,


JOHN M. MONTI

VERIFICATION

I, John M. Monti, Petitioner, verify that the information provided in this Petition is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

 Date: 5/3/2012
John M. Monti

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

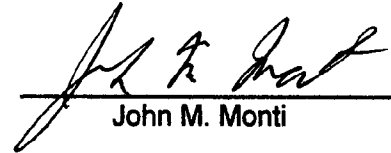
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No. 2004-1563-CD

CERTIFICATION OF SERVICE

I hereby certify that on this 3rd day of May, 2012, a true and correct copy of the Petition to present evidence regarding satisfaction of alimony and release of \$10,000 Escrow to Defendant was served in person to Ms. Toni M. Cherry, located at One North Franklin Street, Du Bois, PA 15801.

May 3, 2012



John M. Monti

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

ANNE E. MONTE
Plaintiff
- vs -
JOHN M. MONTE
Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of May, 2012, a true and correct copy of the Petition to present service regarding a motion for judgment of acquittal and release of \$10,000 Bail to Defendant, was served in person to the John M. Monte located at 1010 E. Main Street, P.O. Box 18801.

MAY 3 2012

John M. Monte

FILED

MAY 03 2012

William A. Straw
Prothonotary/Clerk of Courts

CA

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

No. 2004-1563-CD

Type of Action: DIVORCE

Type of Pleading: Petition for Special Relief and
Motion for Contempt of Court

Filed on Behalf of: JOHN M. MONTI
Defendant/Petitioner

Counsel of Record for this Party:

Pro Se
John M. Monti
973 Treasure Lake
Du Bois, PA 15801
814-591-1925

FILED

MAY 03 2012

William A. Shaw
Prothonotary/Clerk of Courts

#131

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

ANNE E MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

PETITION FOR SPECIAL RELIEF

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

AND NOW, comes the Defendant, JOHN M. MONTI, by Pro Se and respectfully represents:

1. That on March 29, 2012 a court order, regarding the transfer of Real Property, alimony, final judgment, a Re-Financed loan and return of 2003 Corvette, was issued.
2. That Defendant was represented by counsel, Patrick Lavelle, at a hearing on March 26, 2012 resulting in the March 29, 2012 order.
3. That Defendant, since the March 29, 2012 order, continually tried to make contact with counsel, Patrick Lavelle, through emails and telephone communication, but counsel never corresponded.
4. That Defendant's need for representation by counsel and counsel's refusal to respond, among many other reasons, was cause for Defendant's termination of counsel, Patrick Lavelle.
5. That Defendant issued a Petition for Emergency Relief dated April 17, 2012.
6. That on April 24, 2012 the court issued an order dismissing the April 17, 2012 Petition and ordered the March 29, 2012 order remain in full.
7. That Defendant in accordance with the March 29, 2012 order secured and closed on a refinanced loan from Guaranteed Rate, Inc. with funds available Monday, April 23, 2012.

8. That Defendant maximized the refinanced loan for funds in order to satisfy the divorce judgment, attorney fees and the balance due the Defendant was necessary for pay Defendant's delinquent accounts and vendors.
9. That Defendant since April 23, 2012, requested Patrick Lavelle, through multiple phone calls and email, to issue Defendant's portion.
10. That Defendant to date has not secured such funds from the proceeds of the loan as ordered by the court on March 29, 2012 and again April 24, 2012.
11. That Defendant believes two complete weeks of holding the funds for distribution is more than enough time to issue payment and satisfying the court order.
12. That Defendant has multiple financial responsibilities that his proceeds are desperately needed.

WHEREFORE, Defendant, JOHN M. MONTI, respectfully requests Your Honorable Court to accept this Petition for Special Relief and to order the distribution of funds immediately.

Respectfully submitted,


JOHN M. MONTI

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

ANNE E MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

PETITION FOR Contempt

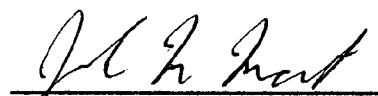
TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

AND NOW, comes the Defendant, JOHN M. MONTI, by Pro Se and respectfully represents:

1. Significant to this filing is the provision of the Master's Report and Recommendations which awarded all of the real property to the Defendant
2. The plaintiff has not now, nor at any time in the past, challenged or objected to the original distribution of the couple's real property to the Defendant.
3. That the court order of March 29, 2012, directing Plaintiff to transfer the Treasure Lake primary residence, did not include the other rental properties and camper property as so ordered in the Master's Report and Recommendations. Specifically the rental properties of 511 and 511 ½ Pifer St. Du Bois, 201 5th St. Reynoldsville, and camping lot Section 19 lot 158 in Treasure Lake, Du Bois.

WHEREFORE, Defendant, JOHN M. MONTI, respectfully requests Your Honorable Court hold the Plaintiff in Contempt and direct the immediate transfer of all real property to the Defendant

Respectfully submitted,


JOHN M. MONTI

VERIFICATION

I, John M. Monti, Petitioner, verify that the information provided in this Petition is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

 Date: 5/3/2012
John M. Monti

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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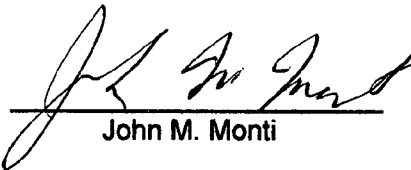
No. 2004-1563-CD

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CERTIFICATION OF SERVICE

I hereby certify that on this 3rd day of May, 2012, a true and correct copy of the Petition For Special Relief and Motion for Contempt was served in person to Ms. Toni M. Cherry, located at One North Franklin Street, Du Bois, PA 15801.

May 3, 2012



John M. Monti

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

FILED

MAY 03 2012

William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

AMIE E. MONTI

Defendant

JOHN M. MONTI

CERTIFICATION OF SERVICE

I hereby certify that on the 2nd day of May 2012, a true and correct copy of the Petition for Judicial Relief and Motion for Contempt was served in person to Mr. John M. Monti, located at 1000 Franklin Street, DuBois, PA 16001.

John M. Monti

May 2, 2012

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

ANNE E. MONTI
Plaintiff

vs.

JOHN M. MONTI
Defendant

NO. 04-1563-CD

FILED

013-1563-CD
APR 25 2012

William A. Shaw
Prothonotary/Clerk of Courts

ICC Attys: Lavelle
T. Cherry
ICC Def-
973 Treasure Lake
DuBois, PA 15801

ORDER

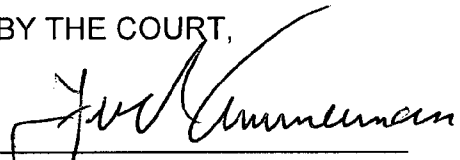
NOW, this 24 day of April, 2012, the Court being in receipt of the Defendant's pro se Petition for Emergency Relief Regarding Court Order of March 29, 2012 with the said document having been filed on April 17, 2012. Upon review of the said Petition and the record as it relates to the Court's Order of March 29, 2012, this Court notes and ORDERS as follows:

1. The Court notes that the Order of March 29, 2012 stands and shall not be amended or rescinded by this Court.
2. It is the Court's understanding that the refinancing relative the mortgage with Guaranteed Rate, Inc. has been completed and that the monies in question have been paid to Patrick LaVelle, Esquire, as required in the Court's Order of March 29, 2012;
3. It is the further ORDER of this Court that Patrick LaVelle, Esquire, proceed as required by paragraph 6 of the Court's Order of March 29, 2012.
4. The \$10,000.00 as described in paragraph 7 of the Court's Order of March 29, 2012 shall be provided by Patrick LaVelle, Esquire to Toni M. Cherry, Esquire, who shall hold the said amount in escrow, not to be released without further Order of Court.
5. Patrick LaVelle, Esquire, shall then proceed pursuant to paragraph 8 of the Court's Order of March 29, 2012.

130

- 13
6. Upon the completion by Patrick LaVelle, Esquire of the items required of him in this Court's Order above and the Court's Order of March 29, 2012, the Court shall consider that he is no longer legal counsel for Defendant John M. Monti. At that time, Attorney LaVelle shall file a Praecipe to Withdraw as Counsel with the Prothonotary. The Prothonotary shall then mark Patrick LaVelle, Esquire, as withdrawn from the case without further notice or hearing.
 7. Plaintiff, through her counsel, shall immediately provide the necessary location of the 2003 Corvette with the appropriate contact person's name and telephone number in order that the Defendant may cause the car to be transported back to his possession in Pennsylvania using the arrangements that the Defendant has described in his Petition.
 8. The Defendant's request for a portion of the monies generated from the mortgage refinancing to be held in escrow until resolution of any issues concerning the 2003 Corvette is hereby DENIED.
 9. The Court notes that no hearing or further argument shall be scheduled in regard to the Defendant's pro se Petition for Emergency Relief Regarding the Court's Order of March 29, 2012.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

APR 25 2012

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/25/12

____ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to _____

____ ☒ Plaintiff(s) Attorney _____ Other _____

☒ Defendant(s) _____

____ Special Intervenor(s): _____

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

FILED

APR 17 2012

William A. Shaw
Prothonotary/Clerk of Courts

2 CH 70

Type of Action: DIVORCE

Defn

Type of Pleading: PETITION FOR
EMERGENCY RELIEF REGARDING
COURT OR MARCH 29, 2012

Filed on Behalf of: JOHN M. MONTI
Defendant/Petitioner

Counsel of Record for this Party:

Pro Se
John M. Monti
973 Treasure Lake
Du Bois, PA 15801
814-591-1925

#129

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

ANNE E MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

**PETITION FOR EMERGENCY RELIEF REGARDING COURT ORDER
MARCH 29, 2012**

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

AND NOW, comes the Defendant, JOHN M. MONTI, by Pro Se and respectfully represents:

1. That on March 29, 2012 a court order, regarding the transfer of Real Property, alimony, final judgment, a Re-Financed loan and return of 2003 Corvette, was issued.
2. That Defendant was represented by counsel, Patrick Lavelle, at a hearing on March 26, 2012 resulting in the March 29, 2012 order.
3. That Defendant, since the March 29, 2012 order, continually tried to make contact with counsel, Patrick Lavelle, through emails and telephone communication, but counsel never corresponded.
4. That Defendant's need for representation by counsel and counsel's refusal to respond, among many other reasons, was cause for Defendant's termination of counsel, Patrick Lavelle.
5. That Defendant, upon securing new counsel, will be filing a Malpractice suit against Patrick Lavelle.
6. That the order of March 29, 2012 requires the transfer of funds and escrow accounts be processed through Patrick Lavelle.

7. That Defendant believes and avers that under the dispute and Malpractice litigation forthcoming, it would be improper for counsel, Patrick Lavelle, to be further involved in this case.

8. That Defendant, contrary to opposing counsel's belief, is sincerely trying everything to finalize the divorce decree and respectfully requests the Honorable Court to implement the Master's recommendations and report of 2009 and the court's final modifications to the order, to include all property transfers, finalization of alimony as so satisfied, payment of the final judgment, and the safe return of the 2003 Corvette in its same condition as it was wrongfully obtained, or compensated for any excessive mileage and/or damages to the vehicle.

9. That Defendant, not having access to his counsel, was unable to secure the return of the 2003 Corvette, as Defendant learned through his State Farm agent and Pennsylvania State Police, Defendant would be at risk of the vehicle being impounded or be open to a third party lawsuit if Plaintiff had a traffic violation or accident. To avoid such risk and liability, Defendant elected to contract a Car Carrier and pay for the return of the vehicle but is in need of the location of the vehicle, a contact person and their phone number, in order to process these arrangements.

10. That Defendant will be closing on the Re-Financed loan at 2 PM, Tuesday, April 17, 2012, have a three (3) day rescission period, with funds available Monday, April 23, 2012.

11. That Defendant believes all funds should be processed through a Court appointed agent and as a necessary security for the Defendant, supported by the Honorable Court Order dated November 22, 2011, a portion of judgment funds be held in escrow upon the return of the Corvette,.

WHEREFORE, Defendant, JOHN M. MONTI, respectfully requests Your Honorable Court to accept this Petition for Emergency Relief and to consider the following requests:

- a) Request to redirect the funds to a secure agent, unbiased to this case, and communicating this change with the loan company, Guaranteed Rate, through its agent Kristopher Cummings at phone 401-855-5712 and fax 401-633-6230.
- b) Request for a portion of the judgment funds to be held in escrow until resolution of the 2003 Corvette.
- c) Request for the return of the 2003 Corvette through Car Carrier arrangements made and paid by the Defendant and for Plaintiff to provide the necessary location of the vehicle, contact person's name and phone number.

Respectfully submitted,



JOHN M. MONTI

VERIFICATION

I, John M. Monti, Petitioner, verify that the information provided in this Petition is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A.

§4904, relating to unsworn falsification to authorities.

 Date: 4/17/2012
John M. Monti

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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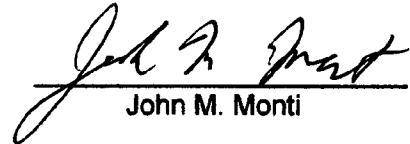
No. 2004-1563-CD

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CERTIFICATION OF SERVICE

I hereby certify that on this 17th day of April, 2012, a true and correct copy of the Petition For Emergency Relief regarding Court Order dated March 29, 2012 was served in person to Ms. Toni M. Cherry, located at One North Franklin Street, Du Bois, PA 15801.

April 17, 2011


John M. Monti

THE COURT OF COMMON PLEAS OF JEFFERSON COUNTY PENNSYLVANIA
JUDICIAL DISTRICT

100-1003-00

FILED

APR 17 2012

William A. Shaw
Prothonotary/Clerk of Courts

no other Attachments

- 2 -

JOHN M. MONTI

DECLARATION OF SERVICE

I hereby certify that on the 17th day of April, 2012, a true and correct copy of the Petition for
in rem, Pet. # 100-1003-00, was served in person on Mrs. John M.
Monti, at One North Franklin Street, Suite 100, PA 15801.

John M. Monti

APR 17 2012

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

: No. 2004 - 1563 C.D.

:

: Type of Case: DIVORCE

:

: Type of Pleading: CONCISE STATEMENT OF

: THE MATTERS COMPLAINED OF ON

: APPEAL IN RESPONSE TO ORDER

: ISSUED PURSUANT TO Pa. R.A.P. 1925(b)

:

: Filed on Behalf of: ANNE E. MONTI,

: Plaintiff

:

: Counsel of Record for this Party:

:

: TONI M. CHERRY, ESQ.

: Supreme Court No.: 30205

:

: GLEASON, CHERRY AND

: CHERRY, L.L.P.

: Attorneys at Law

: P. O. Box 505

: One North Franklin Street

: DuBois, PA 15801

:

: (814) 371-5800

FILED

APR 09 2012

William A. Shaw
Prothonotary/Clerk of Court

#128

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

:
:
:
:
:
:
:

No. 2004 - 1563 C.D.

**CONCISE STATEMENT OF THE MATTERS COMPLAINED
OF ON APPEAL IN RESPONSE TO ORDER ISSUED
PURSUANT TO Pa. R.A.P. 1925(b)**

AND NOW, comes the undersigned, counsel of record for Plaintiff, ANNE E. MONTI, and files this Concise Statement of the Matters Complained Of On Appeal in Response to the Order issued by the Court Pursuant to Pa. R.A.P. 1925(b) on March 19, 2012, directing the filing of such statement:

1. The Trial Court lacked jurisdiction to entertain Defendant's Petition to Open Judgment.
2. The Trial Court lacked jurisdiction to issue the Order of November 22, 2011, vacating the judgment of May 11, 2011, and declaring it invalid and no longer of any effect when the judgment was the result of a final Order of Court affirmed by the Superior Court.
3. The Trial Court committed an error of law and/or abused Its discretion in issuing the Order of November 22, 2011, vacating the judgment of May 11, 2011, and declaring it invalid and no longer of any effect when the judgment was the result of an Order filed by the Court on March 10, 2011, affirming the award to Plaintiff on October 8, 2010, resolving the economic issues between the parties

4. The Trial Court lacked jurisdiction to modify the amount of money owed by Defendant to Plaintiff when the Order originally directing such payment had already become final and was affirmed by Order of the Superior Court.

5. The Trial Court lacked jurisdiction to modify the amount of Plaintiff's judgment against Defendant when the judgment had been entered as a result of an Order filed by the Court on March 10, 2011, from which no timely appeal had been taken by Defendant and which had become final prior to any attempt at execution on the same by Plaintiff.

6. The Trial Court lacked jurisdiction to modify the amount of Plaintiff's judgment against Defendant after Plaintiff had already begun to execute on the same pursuant to the terms of the final Order filed by the Court on March 10, 2011.

7. The Trial Court erred in modifying the amount of Plaintiff's judgment against Defendant without crediting the actual amount received by Plaintiff to date in execution on the judgment.

8. The Trial Court erred in reducing Plaintiff's judgment by the value of the piano at the time of the Master's Hearing rather than by the amount actually received at its sale which occurred as part of Plaintiff's execution on the judgment she had against Defendant specifically directed by the Court in the Order filed March 10, 2011.

9. The Trial Court abused Its discretion in reducing Plaintiff's judgment by the value of the piano at the time of the Master's Hearing rather than by the amount actually received at its sale which occurred as part of Plaintiff's execution on the judgment she had against Defendant specifically directed by the Court in the Order filed March 10, 2011.

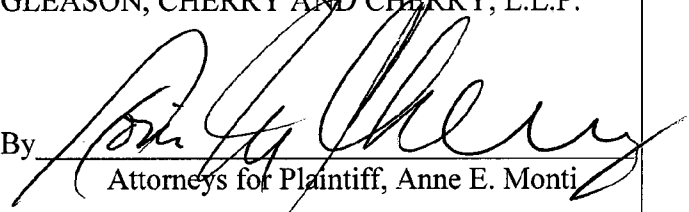
WHEREFORE, the undersigned respectfully contends that the foregoing represents a

Concise Statement of the Matters Complained Of in the Appeal filed March 16, 2012.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By



Attorneys for Plaintiff, Anne E. Monti

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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: No. 2004 - 1563 C.D.
:
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:

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of April, 2012, a certified copy of Plaintiff's Concise Statement of the Matters Complained Of On Appeal in Response to Order Issued Pursuant to Pa. R.A.P. 1925(b) was served upon the following persons as follows:

By Personal Service:

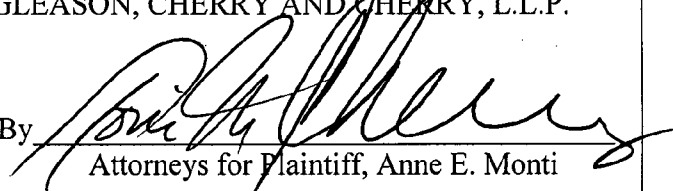
The Honorable Fredric J. Ammerman
President Judge
Judge's Chambers
Clearfield County Courthouse, 2nd Floor
230 East Market Street
Clearfield, PA 16830

By United States First Class Mail

Patrick Lavelle, Esq.
Attorney at Law
25 East Park Avenue, Suite #2
DuBois, PA 15801

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff, Anne E. Monti

Dated: April 9, 2012

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

ANNE E. MONTI
Plaintiff

vs.

JOHN M. MONTI
Defendant

NO. 04-1563-CD

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FILED

9/2:53pm
MAR 29 2012

1cc Attys:
T. Cherry
Lavelle

616

ORDER

William A. Shaw
Prothonotary/Clerk of Courts

AND NOW, this 29th day of March, 2012, following argument on

Defendant's Petition for Special Relief requesting the Court to order Plaintiff to execute a deed conveying the marital residence to the Defendant and argument on Defendant's Motion to Hold Plaintiff in Contempt for failure to return the 2003 Chevrolet Z06 Corvette to Defendant as per the terms of the Court's Order of November 22, 2011, and after hearing argument on both Motions, Defendant's Motion to Hold Plaintiff in Contempt is dismissed and it is further ORDERED and DECREED as follows:

1. Defendant shall have no more than thirty (30) days from the date of this Order to renew the Pennsylvania Department of Transportation registration on the 2003 Chevrolet Z06 Corvette titled in his name and to secure insurance coverage on the vehicle in an amount in conformity with the laws of the Commonwealth of Pennsylvania. A copy of the valid registration and insurance information shall be provided to Plaintiff's counsel.
2. Plaintiff shall have thirty (30) days from the date that her attorney received the registration and insurance card from Defense counsel to deliver possession of said vehicle to the Defendant.
3. Plaintiff shall execute a deed conveying the marital residence situate on Lot 1, Section 15 at 3068 Caribbean Road and the adjoining Lot 2, Sections 15 to the Defendant within fifteen (15) days from the date of this Order and shall deliver

#127

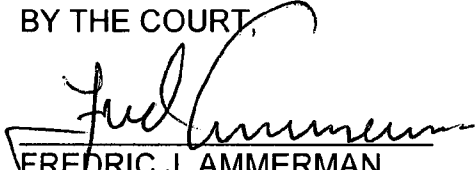
the fully executed copy of the same through counsel within ten (10) business days thereafter.

4. Defendant shall immediately execute the acceptance of the Loan Commitment dated March 23, 2012 for Loan No. 11210702140 in the amount of \$190,587.00 so as to secure the rate lock/commitment before its expiration on March 30, 2012.
5. Defendant's counsel shall insure that all documents required to be signed by the Defendant are executed by him and will cause the mortgage to be recorded from which the following costs in the approximate amounts set forth below shall be paid:

a. closing costs	\$ 5,325.00
b. prepaid escrow	\$ 3,900.00
c. delinquent real estate taxes on both lots owed to the Clearfield County Tax Claim Bureau for the years of 2009, 2010 and 2011	\$ 6,700.00
d. balance owed to the Clearfield County Domestic Relations Office on alimony pendente lite arrearages	\$ 1,639.00
e. payoff of the balance owing on the current mortgage against the premises in the name of both Plaintiff and Defendant	<u>\$68,000.00</u> \$85,564.00
6. The net proceeds from the above-referenced mortgage with Guaranteed Rate, Inc., in the approximate amount of \$105,023.00 shall be paid to Patrick Lavelle, Esq., counsel for John M. Monti, who shall be charged with paying to counsel for Plaintiff the full amount of the current judgment of record held by the Plaintiff, Anne E. Monti, in the amount of \$62,255.74, together with any and all legal interest due thereon. Payment shall be issued by check from the IOLTA Account of counsel for Defendant and shall be made payable to Gleason, Cherry and Cherry, L.L.P., attorneys for Plaintiff, Anne E. Monti.

7. Defendant's counsel shall maintain the amount of \$10,000.00 from the proceeds in escrow pending further order of Court relative the Defendant's obligation to pay permanent alimony due under this Court's prior Orders.
8. Any monies remaining after payment of the foregoing obligations shall be used by the Defendant for satisfaction of his own attorney's fees obligation and any amount remaining after payment of Defendant's counsel fees shall be distributed by Defendant's counsel to the Defendant.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

10:24 A.M.

Appeal Docket Sheet

Docket Number: 475 WDA 2012

Page 1 of 2

March 23, 2012

Superior Court of Pennsylvania

Secure



CAPTION

Anne E. Monti
Appellant
v.
John M. Monti

2004-1563-CD

CASE INFORMATION

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: March 22, 2012 Awaiting Original Record

Journal Number:

Case Category: Domestic Relations Case Type(s): Divorce

CONSOLIDATED CASES

RELATED CASES

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement

Next Event Type: Original Record Received

Next Event Due Date: April 9, 2012

Next Event Due Date: May 15, 2012

COUNSEL INFORMATION

Appellant Monti, Anne E.

Pro Se: No Appoint Counsel Status: Represented

IFP Status: No

Attorney: Cherry, Toni M.

Bar No: 030205

Law Firm: Gleason, Cherry and Cherry, L.L.P.

Address: 1 N FRANKLIN ST

PO BOX 505

DUBOIS, PA 15801

Phone No: (814) 371-5800

Fax No: (814) 371-0936

Receive Mail: Yes

Receive EMail: No

COPY FILED
MAR 26 2012
William A. Shaw
Prothonotary/Clerk of Courts

Appellee Monti, John M

Pro Se: No Appoint Counsel Status: Represented

IFP Status:

Attorney: Lavelle, Patrick J.

Bar No: 015473

Address: 1000 S State St
Clarks Summit, PA 18411

Phone No: (570) 586-7730

Fax No: (570) 586-7732

Receive Mail: Yes

Receive EMail: No

126

10:24 A.M.

Appeal Docket Sheet

Docket Number: 475 WDA 2012

Page 2 of 2

March 23, 2012

Superior Court of Pennsylvania

Secure



FEE INFORMATION

Fee Dt	Fee Name	Fee Amt	Receipt Dt	Receipt No	Receipt Amt
03/22/2012	Notice of Appeal	73.50	03/22/2012	2012-SPR-W-000305	73.50

AGENCY/TRIAL COURT INFORMATION

Court Below:	Clearfield County Court of Common Pleas	Division:	Clearfield County Civil Division
County:	Clearfield	Judicial District:	46
Order Appealed From:	February 17, 2012	Notice of Appeal Filed:	March 16, 2012
Documents Received:	March 22, 2012		
Order Type:	Order Entered		
OTN(s):			
Lower Ct Docket No(s):	No. 2004 - 1563 C.D.		
Lower Ct Judge(s):	Ammerman, Fredric J. President Judge		

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description
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Date of Remand of Record:

BRIEFING SCHEDULE

None

None

DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
March 22, 2012	Notice of Appeal Docketed	Appellant	Monti, Anne E.
March 23, 2012	Docketing Statement Exited (Domestic Relations)		Valecko, Eleanor R.

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI
Plaintiff

No. 04-1563-CD

v.

JOHN M. MONTH
Defendant

ORDER

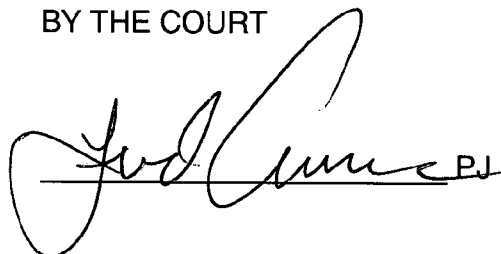
AND NOW this 22 day of March, 2012, upon consideration of the Defendant's Petition for Special Relief and Motion for Contempt of Court, it is hereby ORDERED and DECREED that:

_____ the plaintiff shall forthwith, without unreasonable delay, execute the appropriate Deeds necessary to the transfer of title of the couple's real property to the defendant.

_____ the plaintiff will take immediate steps to return the 2003 Z06 Corvette Automobile to the defendant, said automobile to be returned no later than ten (10) days from the date of this Order.

X a hearing shall be held on this matter before the Court on the 26th day of March, 2012 at 9 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield Pennsylvania.

BY THE COURT

 PJ

FILED

01/2:00/04
MAR 22 2012

William A. Shaw
Prothonotary/Clerk of Courts

ice
Atty Lavelle

#185

FILED

MAR 22 2012

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/22/12

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

No. 1563-2004 CD

Respondent

TYPE OF CASE: **Civil Action**

v.

JOHN M. MONTI

TYPE OF PLEADING:

Petitioner

Petition for Special Relief
Motion for Contempt of Court

FILED ON BEHALF OF:
Petitioner

FILED BY:

Patrick Lavelle, Esq.
PA. ID # 85537
25 East Park Ave.
Suite #2
DuBois, PA. 15801
(814) 371-2232

FILED

010:1234
MAR 22 2012

William A. Shaw
Prothonotary/Clerk of Courts

ice
Amy
Lavelle
cl

#124

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

No. 1563-2004 CD

Respondent
v.

JOHN M. MONTI

Petitioner

PETITION FOR SPECIAL RELIEF

AND NOW comes the Petitioner, JOHN M. MONTI, by and through his attorney, PATRICK LAVELLE, ESQ., and files the within stated Petition for Special Relief, averments in support of which are set forth as follows:

1. On February 13, 2009 the Master appointed in this case issued a Report and Recommendations in this case.

2. Following several intervening procedures, the Court issued an Order dated October 8, 2010 in which the Court amended its rulings related to the amounts owed to the Plaintiff, dismissing any remaining objections to said Report and Recommendations, and adopting said Master's Report in all other respects.

3. Significant to this filing is the provision of the Master's Report and Recommendations which awarded all of the real property to the Defendant.

4. On November 22, 2011, the Court, in response to Defendant's filing of a Petition to Open the Judgment, otherwise deemed a petition for Special Relief, invalidated the judgment entered against the defendant on May 11, 2011.

5. In its 11/22/11 Order, the Court amended the Judgment against the defendant and awarded the Plaintiff an amended amount totaling \$62,255.74, said amendment reflecting the value of a piano received by the plaintiff in kind, and previously awarded to the defendant.

6. On December 22, 2011 the plaintiff filed her Motion for Reconsideration of the Court's November 22, 2011 Order.

7. On February 9, 2012, following the hearing on the Motion for Reconsideration, the Court denied the Motion.

8. The plaintiff has not now, nor at any time in the past, challenged or objected to the original distribution of the couple's real property to the defendant.

9. Following the issuance of the Court's November 11, 2011 Order, the defendant undertook to negotiate a re-financing arrangement to transfer the debt on the real property to himself and acquire sufficient funds to satisfy the money judgment entered against him.

10. To that end, the defendant has provided Deeds to the plaintiff, through her counsel, for execution and conveyance of her interest in the real property to the defendant.

11. Plaintiff's counsel has indicated that she intends to appeal the Court denial of plaintiff's Motion for Reconsideration and thus has not executed the Deeds.

12. The Deed transfers are required by the Mortgage Bank prior to the closing of the re-financing arrangement.

13. There is a time element associated with the present financial arrangement which impacts on both the closing date and the cost of the re-financing.

14. Despite the intention of the plaintiff to file an appeal to the Superior Court, the issue of the award of the real property is not affected thereby.

15. Despite any anticipated arguments to the contrary, the re-financing arrangement does not create any situations which could be seen as prejudicial to the plaintiff.

16. Even in the unlikely event that plaintiff will prevail on her appeal, the real property is not being sold at this point, and will still be available for re-appraisal if such a situation should arise.

17. Defendant should not be inhibited in his attempts to utilize the real property that was awarded to him in an effort to satisfy the judgment, and prevent the running of statutory interest charges against him.

18. The judgment amount will be available from the re-financing arrangement, and monies in satisfaction of the judgment could be paid into the Court pending the outcome of plaintiff's appeal.

WHEREFORE, the defendant prays that this Honorable Court will grant his petition, enter its order compelling the plaintiff to execute the Deeds necessary to the transfer of title to the defendant, or in the alternative, Order the Clearfield County Register & Records Office to enter a Deeds transferring the title of the properties to the defendant.

MOTION FOR CONTEMPT OF COURT

19. In paragraph three (3) of its November 11, 2011 Order, the Court also directed the defendant to return the 2003 Z06 Corvette automobile to the defendant within a reasonable time, or be charged with a further reduction in the judgment amount equal to the present value of the automobile.

20. To date, plaintiff has taken no action to comply with the Court's direction to return the automobile.

21. The Corvette was awarded to the defendant in the Master's Report and Recommendation which was adopted by the Court in its Order of October 8, 2010, and which award was reaffirmed by the Court in its Order of November 11, 2011.

22. Despite the plaintiff's appeal of the denial of her Motion for Reconsideration, the return of the Corvette should have occurred as there is no legal basis for the retention of the automobile by the plaintiff.

23. Even if the plaintiff is successful in her present appeal, the in-kind award of the automobile has not now, nor has it ever in the past, been challenged by the plaintiff.

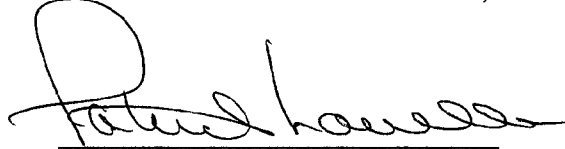
24. With respect to said automobile, plaintiff has only argued the application of the value of the asset.

25. Return of the automobile, with credit for its depreciation in value in the hands of the plaintiff, would not prejudice the plaintiff either in her appeal, or otherwise.

WHEREFORE the defendant prays that this Honorable Court will grant his Motion, find the Plaintiff in contempt of the Court's Order dated November 11, 2011, and Order the immediate return of the Corvette to the defendant, or in the alternative reduce

the judgment amount owed to the plaintiff by the defendant by an amount consistent with the value of the automobile at the time possession was transferred to the plaintiff.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Patrick Lavelle", written over a horizontal line.

Patrick Lavelle, Esq.
Counsel for the Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

No. 544-2010 CD

Respondent

v.

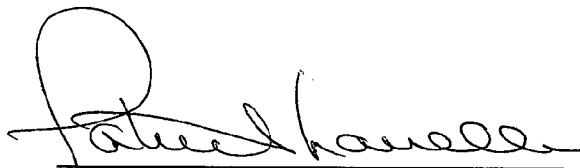
JOHN M. MONTH

Petitioner

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 21st day of March, 2011, I served a copy of the foregoing Petition for Special Relief, Motion for Contempt of Court, by mailing same via first class mail, postage prepaid to the following:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry LLP
PO Box 505
DuBois, PA. 15801


Patrick Lavelle, Esq.

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

ANNE E. MONTI
Plaintiff

vs.

JOHN M. MONTI
Defendant

NO. 2004-1563-CD

ORDER

FILED

MAR 19 2012

01/11/2012/C

William A. Stone

Prothonotary/Clerk of Court

Cont to

CHERRY L. LARSEN

NOW, this 19th day of March, 2012, this Court having been notified of Appeal to the Superior Court of Pennsylvania in the above-captioned matter; it is the ORDER of this Court that, Appellant **ANNE E. MONTI** file a concise statement of the matters complained of on said Appeal no later than twenty-one (21) days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure.

BY THE COURT,

Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

#123

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

: No. 2004 - 1563 C.D.

: Type of Case: DIVORCE

: Type of Pleading: NOTICE OF APPEAL
: TO SUPERIOR COURT

: Filed on Behalf of: ANNE E. MONTI,
: Plaintiff

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205

: GLEASON, CHERRY AND
: CHERRY, L.L.P.

: Attorneys at Law

: P. O. Box 505

: One North Franklin Street

: DuBois, PA 15801

: (814) 371-5800

5
FILED 700 Atty
03/14/12 T-Cherry
MAR 16 2012
William A. Shaw
Prothonotary/Clerk of Courts
Atty fee \$50.00
to Sup. Court
for \$73.50
#122

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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: No. 2004 - 1563 C.D.
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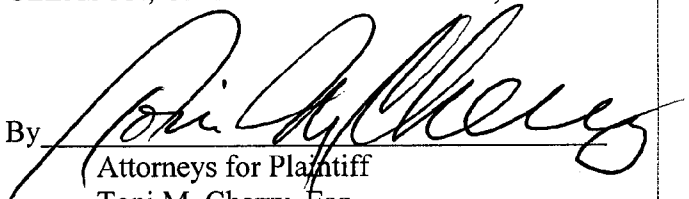
NOTICE OF APPEAL

Notice is hereby given that ANNE E. MONTI, Plaintiff above-named, hereby appeals to the Superior Court of Pennsylvania from the Order entered in this matter on the 17th day of February, 2012. This Order has been entered in the docket as evidenced by the attached copy of the docket entry.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By



(Attorneys for Plaintiff
Toni M. Cherry, Esq.
Attorney I.D. No. 30205
P. O. Box 505
DuBois, PA 15801
(814) 371-5800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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No. 2004 - 1563 C.D.

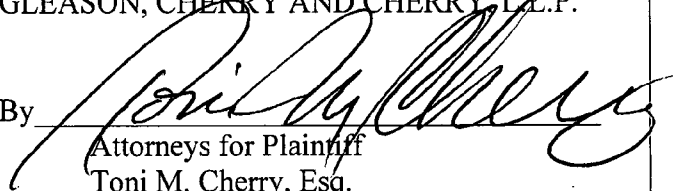
ORDER FOR TRANSCRIPT

A Notice of Appeal having been filed in this matter, the Official Court Reporter is hereby ordered to produce, certify, and file the transcript in this matter in conformity with Rule 1922 of the Pennsylvania Rules of Appellate Procedure.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff

Toni M. Cherry, Esq.

Attorney I.D. No. 30205

P. O. Box 505

DuBois, PA 15801

(814) 371-5800

Date: 3/6/2012

Time: 10:35 AM

Page 1 of 10

Cle **Field County Court of Common Pleas**

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: GLKNISLEY

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

Anne E. Monti vs. John M. Monti

MAR 06 2012

Divorce

Date	Attest. Judge	Prothonotary/ Clerk of Courts
10/8/2004	Filing: Divorce Complaint Additional Counts Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$30.00 (Check)	No Judge
	Filing: Divorce No Custody Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$95.00 (Check) 2 Cert. to Atty.	No Judge
10/20/2004	Affidavit of Service of Divorce Complaint filed by Atty. T. Cherry No cc.	No Judge
12/22/2004	AND NOW, this 22nd day of Dec. 2004, upon agreement of the parties the following Order is entered: (See Original) S/FJA 2 CC to T. Cherry.	Fredric Joseph Ammerman
6/16/2006	Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's Request for Production of Documents were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No cc.	Fredric Joseph Ammerman
	Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's First Set of Interrogatories to Defendant were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No CC.	Fredric Joseph Ammerman
6/19/2007	Motion for Appointment of Master, filed by Atty. Cherry. 3 Cert. to Atty.	Fredric Joseph Ammerman
6/20/2007	Order, this 20th day of June, 2007, Ordered that: Pre-Trial Conference shall be held on the 13th day of Sept., 2007 at 9:00 a.m. in Chambers. Cynthia B. Stewart, Esquire, is appointed as Master in Divorce. Master's Hearing shall be held in Hearing Room 3 on the 16th day of Nov., 2007 at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraisal documents as well as any other documents by no later than Sept. 12, 2007. Each party shall by no later than Oct. 16, 2007 deposit the amount of \$250.00 with Prothonotary. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Milgrub, Cherry, Stewart	Fredric Joseph Ammerman
8/15/2007	Petition to Withdraw as Counsel, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
8/21/2007	Order, this 20th day of August, 2007, Richard H. Milgrub, Esquire, is permitted to withdraw as counsel on behalf of the Defendant. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub; 1CC Def. - 973 Treasure Lake, Caribbean Rd., DuBois, PA 15801	Fredric Joseph Ammerman
8/22/2007	Praecipe to Withdraw as Counsel, on behalf of John M. Monti, please withdraw my appearance. Filed by s/ Richard H. Milgrub, Esquire. No CC	Fredric Joseph Ammerman
9/7/2007	Defendant's Pretrial Statement, filed by s/ John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
	Inventory and Appraisement, filed by s/ John M. Monti, Defendant No CC	Fredric Joseph Ammerman
	Income and Expense Statement, filed by s/John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
9/12/2007	Plaintiff's Pre-Trial Statement, filed by s/ Toni M. Cherry, Esquire. 4CC Atty	Fredric Joseph Ammerman
	Income and Expense Sheet, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman
	Inventory, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
9/17/2007	Order, this 14th day of Sept., 2007, following pre-trial conference, 1. Master's Hearing will be held before Daniel A. Payne, Esquire, a full day on the 15th day of Nov. 2007 commencing at 9:00 a.m. in Hearing Room No. 3, and one-half day on the 16th day of Nov., 2007 commencing at 9:00 a.m. in Hearing Room No. 3. 2. Each party shall by no later than Oct. 16, 2007 deposit \$375.00 with the Prothonotary. 3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801; 1CC D. Payne (without memo)	Fredric Joseph Ammerman
10/11/2007	Filing: Divorce Master Fee Paid by: Anne E. Mathisen Receipt number: 1921021 Dated: 10/11/2007 Amount: \$375.00 (Check)	Fredric Joseph Ammerman
10/19/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921114 Dated: 10/19/2007 Amount: \$275.00 (Check)	Fredric Joseph Ammerman
11/16/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921479 Dated: 11/16/2007 Amount: \$100.00 (Check)	Fredric Joseph Ammerman
	Filing: Retake Prior Name Paid by: Monti, Anne E. (plaintiff) Receipt number: 1921487 Dated: 11/16/2007 Amount: \$10.00 (Cash) Anne E. Monti, To Be Known As Anne E. Mathisen. 6 Certificates to Plff.	Fredric Joseph Ammerman
	Affidavit of Consent, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
11/21/2007	Order, this 20th day of Nov., 2007, following Master's hearing, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Cherry; Def.; D. Payne; Court reporter	Fredric Joseph Ammerman
11/26/2007	Affidavit of Consent, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
1/16/2008	Order, this 15th day of Jan, 2008, Defendant's pro se request for a thirty day extension in which to file post hearing brief following Master's hearing is granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	Fredric Joseph Ammerman
3/19/2008	Entry of Appearance, on behalf of Defendant, enter appearance of Earle D. Lees, Esquire. Filed by s/ Earle D. Lees, Jr., Esquire. 1CC Atty. Lees	Fredric Joseph Ammerman
8/13/2008	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, on November 15, 2007 and November 16, 2007, filed.	Fredric Joseph Ammerman
1/8/2009	Petition For Special Relief, filed by s Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
1/12/2009	Rule, this 9th day of Jan., 2009, upon consideration of the Defendant's Petition for Special Relief, it is Ordered that a Rule be issued upon the Plaintiff. Rule returnable by hearing the 6th day of Feb., 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
1/13/2009	Certificate of Service, filed. That a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing was served upon Toni M. Cherry Esquire by regular first class mail this 12th day of January 2009, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
2/5/2009	Answer to Petition For Special Relief, filed by s/ Toni M. Cherry	Fredric Joseph Ammerman
2/10/2009	Order, this 6th day of Feb., 2009, hearing on Defendant's Petition for Special Relief is Continued to Feb. 23, 2009 at 10:00 a.m. Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	Fredric Joseph Ammerman
	Order, this 6th day of Feb., 2009, it is Ordered that the Prothonotary note the withdrawal of Earle D. Lees, Jr., Esquire as attorney for the Defendant. The Prothonotary shall enter the appearance of Reichard H. Milgrub, Esquire as attorney for the Defendant. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub; 1CC Atty. Lees (without memo)	Fredric Joseph Ammerman
2/13/2009	Report and Recommendation of Master, filed by s/ Daniel A. Payne, Esquire. 4CC Atty. Payne	Fredric Joseph Ammerman
2/23/2009	Exhibits From Master's Hearing, filed by s/ Daniel A. Payne, Esquire. No CC	Fredric Joseph Ammerman
3/2/2009	Order, this 20th day of Feb., 2009, the hearing on the Petition for Special Relief which has been rescheduled for Feb. 23, 2009 is continued. Argument on the exceptions to the Master's Report is scheduled for the 12th of March, 2009, at 2:15 p.m. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
	Order, this 2nd day of March, 2009, it is Ordered that Hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief is scheduled for April 16, 2009 at 1:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub	Fredric Joseph Ammerman
3/5/2009	Exceptions to Master's Report, filed by s/ Richard H. Milgrub Esq. 2CC Atty.	Fredric Joseph Ammerman
3/31/2009	Divorce Decree/Dated: March 30, 2009. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Milgrub and T. Cherry March 31, 2009, Vital Statistics information reported to New Castle, PA.	Fredric Joseph Ammerman
	Order NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED. It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows: (see original for details) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: T. Cherry and Milgrub and 1CC D. Payne (without memo)	Fredric Joseph Ammerman
4/14/2009	Praecipe to Withdraw Petition for Special Relief, filed by s/ Richard H. Milgrub, Esquire. 1CC atty. Milgrub	Fredric Joseph Ammerman
	Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
	Amended Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	Fredric Joseph Ammerman

Date: 3/6/2012

Time: 10:35 AM

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Clearfield County Court of Common Pleas

ROA Report

User: GLKNISLEY

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
4/20/2009	Order, AND NOW, this 16 day of April 2009, upon consideration of the Defendant's Amended Motion for Alimony Adjustment, it is hereby ORDERED AND DECREED that hearing on said Motion for the 3rd day of June 2009 at 2:30 pm in Courtroom No. 1. 1 1/2 hour(s) has/have been allotted for said hearing. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub.	Fredric Joseph Ammerman
4/21/2009	Certificate of Service, filed. That a certified copy of the Defendant's Motion for Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing was served upon Toni M. Cherry Esq., this 20th day of April 2009 by first class mail, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
4/28/2009	Filing: Notice of Appeal to High Court Paid by: Milgrub, Richard H. (attorney for Monti, John M.) Receipt number: 1929201 Dated: 4/28/2009 Amount: \$50.00 (Check) For: Monti, John M. (defendant) filed by s/Richard H. Milgrub, Esq. One CC with check to Superior Court Five CC Attorney Milgrub	Fredric Joseph Ammerman
	Application for Supersedeas by Defendant, John M. Monti, Pending Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
	Proof of Service, filed. That the Notice of Appeal was served by first class mail to Toni M. Cherry Esq., and by service in person to Honorable Fredric J. Ammerman, Daniel Nelson and Tom Snyder, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
	Request for Transcript, filed by s/Richard H. Milgrub, Esq. One CC Superior Court Four CC Attorney Milgrub	Fredric Joseph Ammerman
	Order, NOW, this 28th day of April, 2009, Appellant to file a concise statement within 21 days. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys T. Cherry and R. Milgrub	Fredric Joseph Ammerman
4/29/2009	Order, this 29th day of April, 2009, a hearing on Defendant's Application for Supersedeas, Pending Appeal, is scheduled for the 8th day of May, 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman
4/30/2009	Certificate of Service, filed. Hereby certify that Defendant's Application for Supersedeas by Defendant, John M. Monti, pending appeal, and order scheduling hearing was served upon Toni M. Cherry Esq. on this 30th day of April 2009 and also via facsimile transmission on April 30, 2009, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
5/8/2009	Appeal Docket Sheet from Superior Court of Pennsylvania, case number 718 WDA 2009, filed.	Fredric Joseph Ammerman
5/12/2009	Order, this 8th day of May, 2009, following argument on Defendant's Application for Supersedeas, it is Ordered that counsel supply the Court with a letter brief by no later than May 12, 2009, along with a proposed Order being submitted by Attorney Milgrub. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
5/13/2009	Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty.	Fredric Joseph Ammerman

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
5/18/2009	Order AND NOW, this 15th day of May 2009, upon consideration of the Defendant's request for a supercedeas pending appeal, it is the ORDER of this Court that said requested is granted. Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway Piano, and a judgment note from defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate. IT IS THE FURTHER ORDER OF THIS COURT that the defendant shall keep the mortgage payments on both the former marital residence and the commercial real estate current. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Milgrub.	Fredric Joseph Ammerman
5/20/2009	Opinion, May 20, 2009, this Court requests that this matter be remanded by the Superior Court for correction of amount to be paid by Def. to Plff. for equitable distribution. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub; 1CC Superior Court (without memo)	Fredric Joseph Ammerman
6/8/2009	Transcript of Proceedings, filed. Argument on Defendant's Exceptions to Master's Report, held before Fredric J. Ammerman, Pres. Judge, on March 12, 2009.	Fredric Joseph Ammerman
6/29/2009	June 29, 2009, Mailed Appeal to Superior Court. June 29, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	Fredric Joseph Ammerman
	June 29, 2009, Letter to Superior Court, Re: Appeal Mailed to Superior Court.	Fredric Joseph Ammerman
7/7/2009	Motion for Leave to Amend 1925 (B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	Fredric Joseph Ammerman
7/9/2009	Certificate of Contents, original record of the case was received by Superior Court on 7-7-09. NoCC	Fredric Joseph Ammerman
7/13/2009	Order, AND NOW, this 13th day of July, 2009, Order of this Court that the Defendant be permitted to amend the 1925(B) Statement of Errors Complained of on Appeal. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Milgrub	Fredric Joseph Ammerman
7/23/2009	Amended 1925(B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub.	Fredric Joseph Ammerman
7/31/2009	July 31, 2009, Mailed Supplement to Appeal to Superior Court. July 31, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	Fredric Joseph Ammerman
	July 31, 2009, Letter to Superior Court, Supplement to Appeal Mailed to Superior Court.	Fredric Joseph Ammerman
8/7/2009	Certificate of Contents, re; a supplement to the original record was received by Superior Court 8-6-09	Fredric Joseph Ammerman
5/18/2010	Motion to Suspend Alimony Pendent Lite, filed by s/ John M. Monti, Defendant. 1 CC Defendant 1 CC Attorney Milgrub	Fredric Joseph Ammerman
5/20/2010	Order this 19th day of May 2010, upon consideration of the Plaintiff's Motion to Suspend Allimony Pendente Lite, it is hereby ORDERED and DECREED that hearing on said Motion be scheduled for the 25th day June 2010 at 9:00 am BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC deft (with memo) and 1CC Atty Milgrub.	Fredric Joseph Ammerman

Date: 3/6/2012

Clarendon County Court of Common Pleas

User: GLKNISLEY

Time: 10:35 AM

ROA Report

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Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
6/17/2010	Order this 17th day of June 2010 due to a scheduling conflict, it is the ORDER of this Court that the hearing on the Defendant's Motion to Suspend Alimony Pendente Lite be and is hereby rescheduled from June 25, 2010 at 9:00 am to the 17th day of August 2010 at 9:00 am in courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: T. Cherry and Milgrub.	Fredric Joseph Ammerman
7/8/2010	Judgment Order from Superior Court, filed. Order Vacated. Case remanded with instructions. Jrisdiction relinquished. Certificate of Contents of Remanded Record and Notice of Remand, filed Case returned to Common Pleas Court.	No Judge Fredric Joseph Ammerman
7/14/2010	Certificate of Remittal/Remand of Record, filed. Remand/Remittal Date: July 6, 2010.	Fredric Joseph Ammerman
7/19/2010	Order, this 15th of July, 2010, a status conference is scheduled in chambers for the 19th of Aug., 2010 at 11:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
8/20/2010	Order, this 17th of Aug., 2010, it is Ordered: 1. Plff. shall have no more than 20 days from this date in which to file any Motions/Petitions relative the issues of temporary alimony and/or compliance with any other Orders of Court. 2. Hearing on Def.'s Motion to Suspend Alimony Pendente Lite is continued, to be scheduled. 3. Status Conference scheduled for Aug. 19, 2010 is canceled. 4. Counsel for both parties shall have no more than 20 days from this date to submit letter brief to the Court describing the error each believes was made in the Master's Report and as to how that error should be corrected. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
8/30/2010	Praeipie to Withdraw Appearance, on behalf of Def., withdraw appearance of Richard H. Milgrub, Esq. filed by s/ Atty. Milgrub. 1CC to Atty.	Fredric Joseph Ammerman
9/23/2010	Order this 21st day of September 2010, it is the ORDER of this Court a hearing on the Defendant's Motion to Suspend Alimony Pendente Lite and Enforcement hearing on Temporary Alimony are hereby scheduled for the 20th day of October 2010 at 1:30. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. cert to Atty Cherry and deft.	Fredric Joseph Ammerman
10/8/2010	Opinion and Order, filed Cert. to Atty. Cherry, Defendant, Law Library and Mikesell Order, dated October 8, 2010.	Fredric Joseph Ammerman
10/26/2010	Order, NOW, this 20th day of October, 2010, following taking of testimony relative the Defendant's Pro Se Motion to Suspend Alimony Pendente Lite, Order that the said Motion be and is hereby Denied. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorney T. Cherry One CC Defendant	Fredric Joseph Ammerman
11/4/2010	Filing: Appeal to High Court. Paid by: Monti, John M. (defendant) Receipt number: 1937517 Dated: 11/4/2010 Amount: \$50.00 (Check) For: Monti, John M. (defendant) Notice of Appeal, filed by s/ John M. Monti, Pro Se Def. 2CC Def., 1CC & Check for \$73.50 to Superior Court	Fredric Joseph Ammerman Fredric Joseph Ammerman

Annie E. Monti vs. John M. Monti

Divorce

Date		Judge
11/16/2010	Proof of Service, John M. Monti served the Notice of Appeal on Nov. 8, 2010, by first class mail upon: Honorable Fredric J. Ammerman, Pres. Judge Tom Snyder, Court Reporter Service in person as follows: Toni M. Cherry, Esq. Filed by s/ John M. Monti, Def. 1CC to Superior Court w/certified copy of Notice of Appeal and check # 1360 for \$73.50	Fredric Joseph Ammerman
11/17/2010	Order, this 16th of Nov., 2010, it is Ordered that John M. Monti file a concise statement of the matters complained of on Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry, 1CC Def. - 973 Treasure Lake, Dubois, PA 15801	Fredric Joseph Ammerman
11/22/2010	Appeal Docket Sheet, filed Superior Court Docket # 1766 WDA 2010.	Fredric Joseph Ammerman
12/7/2010	Proof of Service, filed. The Notice of Appeal upon Honorable Fredric J. Ammerman, President Judge and Toni M. Cherry Esq by first class mail, filed by s/ John M. Monti-def. No CC.	Fredric Joseph Ammerman
	Statement of Errors Complained of on Appeal, filed by s/ John M. Monti, Pro Se, Def. No CC	Fredric Joseph Ammerman
12/20/2010	Order, this 17th of Dec., 2010, it is intention of the Court not to issue further Opinion. By The Court /s/Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry, 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	Fredric Joseph Ammerman
12/28/2010	December 28, 2010, Mailed Appeal to Superior Court. December 28, 2010, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and John M. Monti with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	Fredric Joseph Ammerman
	December 28, 2010, Letter to Superior Court, Re: Appeal mailed.	Fredric Joseph Ammerman
12/29/2010	Petition For Civil Contempt For Disobedience of the Order of Oct. 8, 2010. Filed by s/ Toni M. Cherry, Esq. 2CC to Atty.	Fredric Joseph Ammerman
1/3/2011	Certificate of Contents, filed. Record received at Superior Court on 12-29-10.	Fredric Joseph Ammerman
1/4/2011	Notice and Order to Appear, dated January 3, 2011, Legal proceedings have been brought against you alleging you have willfully disobeyed an Order of Court and whether or not you file in writing with the Court your defendants of objections, you must appear in Court on February 14, 2011 at 9:00 am. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty T. Cherry.	Fredric Joseph Ammerman
1/31/2011	Motion for Telephone Testimony, filed by John Monti 1 Cert. to Defendant.	Fredric Joseph Ammerman
2/4/2011	Order, this 3rd of Feb., 2011, Motion to Telephone Testimony is Granted. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Def. - PO Box 684, Galveston, TX, 77553	Fredric Joseph Ammerman
2/18/2011	Petition for Emergency Relief to Preserve the Status Quo and Protect Marital Property, filed by Atty. Cherry.	Fredric Joseph Ammerman
	Notice, filed. 3 cert. to Atty.	Fredric Joseph Ammerman
	Order, filed 3 Cert. to Atty. NOW, this 18th day of February, 2011, RE: Rule returnable for hearing on Petition for Emergency Relief to Preserve the Status Quo.	Fredric Joseph Ammerman

Divorce

Date		Judge
2/18/2011	Order, this 14th of Feb., 2011, following argument on the Plff's Petition for Contempt, both parties shall have no more than 15 days from this date to submit letter brief to the Court relative whether there is in existence a supersedeas at this time. Plff shall provide to the Court a proposed Order as to what security should be posted in the event the Court would determine that there is still a supersedeas in effect. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty T. Cherry, and Defendant.	Fredric Joseph Ammerman
2/28/2011	Motion for Telephone Testimony, filed by Defendant, 1 Cert. to Defendant.	Fredric Joseph Ammerman
3/2/2011	Order this 28 day of February 2011, upon consideration of the Petitioner's request for Telephone Testimony, it is the ORDER of this Court that said request is granted. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC deft.	Fredric Joseph Ammerman
3/4/2011	Order, AND NOW, this 4th day of March, 2011, following taking of testimony on the Plaintiff's Petition for Special Relief, with insufficient time remaining to complete the same, Order that the matter be continued until 10:00 a.m. on April 13, 2011. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorney T. Cherry One CC Defendant	Fredric Joseph Ammerman
3/10/2011	Opinion and Order, this 10th day of March 2011, following hearing and upon consideration of the parties' briefs, the Court finds as follows: in re: supersedeas, contempt and payment, see original for details. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty T. Cherr, 1CC deft @ Po Box 684, Galveston, TX 77553, and 1CC D. Mikesell and Law Library (without memo)	Fredric Joseph Ammerman
4/4/2011	Petition for Civil Contempt for Willfully Disobeying the Order of December 22, 2001 and Charges of Perjury, filed by Defendant. 1 Cert. to Defenant.	Fredric Joseph Ammerman
4/7/2011	Order, this 6th of April, 20, upon consideration of the Def.'s pro se "Petition for Civil Contempt for Willfully Disobeying the Order of Dec. 22, 2004 and Charges of Perjury", it is Ordered: 1. Evidentiary hearing on the allegations of contempt relative the Plff.'s entry into the former marital residence is scheduled for the 13th of April, 2011 at 10:00 A.M. in Courtroom 1. 2. Provisions of the pro se Petition relating to "charges of perjury" are DISMISSED. 3. The Court finds that the Defendant's request for Court approval of the issuance of a subpoena for Plff's attorney is unnecessary. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry, 1CC Def. - 973 TL, Dubois, Pa 15801	Fredric Joseph Ammerman
4/14/2011	Petition for Court's Reconsideration Regarding Court Order Dated March 10, 2011 and Complianace of Such Order, filed by Defendant 1 cert. to Deft.	Fredric Joseph Ammerman
4/20/2011	Order, this 19th of April, 2011, Petition for Court's Reconsideration Regarding Court Order Dated March 10, 2011 and Compliance of Such Order is DENIED. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry 1CC Def - 973 Treasure Lake, Dubois, PA 15801	Fredric Joseph Ammerman
5/11/2011	Praecipe for Entry of Judgment, filed by Atty. Cherry. Paid by Check #15862 \$20.00 Receipt # 1940161. Judgment entered against the Defendant, John M. Monti, in the amount of \$124,155.74 4 Cert. to Atty. for service on Defendant.	Fredric Joseph Ammerman

Divorce

Date		Judge
5/11/2011	Judgment, filed 1 cert. mailed to defendant with notice and 4 cert. to Atty.	Fredric Joseph Ammerman
6/30/2011	Filing: Exemplified Record Paid by: Cherry, Toni M. (attorney for Monti, Anne E.) Receipt number: 1940859 Dated: 6/30/2011 Amount: \$15.00 (Check) For: Monti, Anne E. (plaintiff)	Fredric Joseph Ammerman
7/18/2011	Order, this 14th of July, 2011, it is Ordered that the Def.'s pro se Petition for Civil Contempt filed April 4, 2011 is DISMISSED as moot. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	Fredric Joseph Ammerman
8/11/2011	Certificate of Remittal/Remand of Record, filed. Remand/Remittal Date - 08/09/2011.	Fredric Joseph Ammerman
	Appeal, Before: Bowes, Allen, and Mundy, JJ. Memorandum: Order Affirmed.	Fredric Joseph Ammerman
8/31/2011	Petition to Open Judgment, filed by s/ Patrick Lavelle, Esq. 1CC Atty. Lavelle	Fredric Joseph Ammerman
9/1/2011	Order, this 1st of Sept., 2011, Rule Re: Petition to Open Judgment, is scheduled for hearing on the 18th of Oct., 2011, at 2:00 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Lavelle	Fredric Joseph Ammerman
10/19/2011	Order, this 18th of Oct., 2011, following argument on the Defendant's Petition to Open Judgment, counsel for parties shall have no more than 20 days from this date to submit briefs. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	Fredric Joseph Ammerman
11/23/2011	Opinion and Order, AND NOW, this 22nd day of November, 2011, following parties' arguments on Defendant's Petition to Open Judgment, Order as follows: 1) Judgment of May 11, 2011, against Defendant John M. Monti, is hereby decreed invalid and no longer of any effect. 2) Judgment is entered in favor of Plaintiff and against Defendant in the amount of \$62,255.74. 3) Re: possession of Corvette. BY THE COURT: /s/ Fredric J. Ammerman, P.J. One CC Attorneys: T. Cherry, P. Lavelle One CC: D. Mikesell and Law Library	Fredric Joseph Ammerman
12/12/2011	Transcript of Proceedings, filed. Defendant's Petition to Open Judgment, held before Fredric J. Ammerman, Pres. Judge., on Oct. 18, 2011.	Fredric Joseph Ammerman
12/22/2011	Application For Reconsideration of Order Entered Nov. 23, 2011, filed by s/ Toni M. Cherry, Esq. 3CC Atty. T. Cherry	Fredric Joseph Ammerman
	Order, this 22nd day of Dec., 2011, in consideration of the Application for reconsideration of Order and issues raised by Plaintiff, the Court hereby grants reconsideration of the Order entered Nov. 23, 2011. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC to Atty.	Fredric Joseph Ammerman
12/23/2011	Order this 22 day of Decemver 2011, Application for Reconsideration dated December 22, 2011, a hearing on the issues raised by Plaintiff in the Application is scheduled for the 9th day of February 2012 at 9:00 am. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty.	Fredric Joseph Ammerman
1/6/2012	Answer to Plaintiff's Motion For Reconsideration, filed by s/ Patrick Lavelle, Esq. 1CC Atty. Lavelle	Fredric Joseph Ammerman
1/10/2012	Returned Mail, Order of March 4, 2011, addressed to: John Monti - PO Box 684, Galveston, TX 77553	Fredric Joseph Ammerman

Date: 3/6/2012

Clerk of Field County Court of Common Pleas

User: GLKNISLEY

Time: 10:35 AM

ROA Report

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Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
1/10/2012	Returned Mail, Opinion and Order of March 10, 2011, addressed to: John M. Monti - PO Box 684, Galveston, TX 77553	Fredric Joseph Ammerman
2/17/2012	Order, this 9th of Feb., 2012, the Application for Reconsideration is DENIED. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Lavelle	Fredric Joseph Ammerman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

:
:
:
:
:
:
:

No. 2004 - 1563 C.D.

PROOF OF SERVICE OF NOTICE OF APPEAL

I hereby certify that I am this day serving copies of the foregoing Notice of Appeal, Docket Entries, Order for Transcript and this Proof of Service on the following persons in the manner indicated below:

Service by First Class Mail addressed as follows:

PATRICK LAVELLE, ESQ.
Attorney at Law
25 East Park Avenue, Suite #2
DuBois, PA 15801

Service in person as follows:

THE HONORABLE FREDRIC J. AMMERMAN
President Judge
Judge's Chambers
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

MS. KATHY PROVOST
Court Reporter
Office of the Court Reporter
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

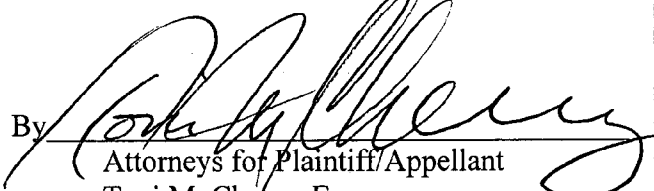
F. CORTEZ BELL, III, ESQ.
Court Administrator
Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

I understand that any false statements herein are made subject to the penalties of
18 Pa. Cons. Stat. Ann. §4904 relating to unsworn falsification to authorities.

Dated: March 16, 2012

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Plaintiff/Appellant
Toni M. Cherry, Esq.
Attorney I.D. No. 30205
P. O. Box 505
DuBois, PA 15801
(814) 371-5800

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

}

VS

} NO. 2004-1563-CD

JOHN M. MONTI

}

O R D E R

NOW, this 9th day of February, 2012, following partial argument on the Plaintiff's Application for Reconsideration of Order of November 23, 2011 which was filed with the record on December 22, 2011, with the Court being unwilling to reopen economic issues in the case which is now eight (8) years old and has been fully litigated, it is the ORDER of this Court that the said Application for Reconsideration be and is hereby DENIED.

BY THE COURT,



President Judge

FILED

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FEB 17 2012

William A. Shaw
Prothonotary/Clerk of Courts

Atty: T. Cherry
Lavelle

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121

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FEB 17 2012

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/17/12

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

William A. Shaw
Prothonotary
and Clerk of Courts
PO Box 549
Clearfield, PA 16830

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William A. Shaw
Prothonotary/Clerk of Courts

John M. Monti
P.O. Box 684
Galveston, TX 77550



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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

NO. 2004-1563-CD

OPINION

On December 29, 2010, Anne E. Monti (hereinafter "Plaintiff") filed a Petition for Civil Contempt for Disobedience of the Order of October 8, 2010, against John M. Monti (hereinafter "Defendant"). Specifically, Plaintiff alleged Defendant failed to make distributions to Plaintiff of all monies owed to her in this Court's equitable distribution order. Defendant appealed said Order and alleges a Supersedeas Order, dated May 15, 2009, relieves him of his obligations to pay pending appeal. Plaintiff responds the supersedeas was issued in response to Defendant's original appeal of this Court's March 30, 2009, Order, and terminated upon the Superior Court's remand of the matter. Alternatively, should the Court find the supersedeas is still in effect, Plaintiff points out Defendant never fulfilled his obligation of posting the security ordered therein.

A hearing on the petition in this contemptuous divorce proceeding was (perhaps fittingly) held on February 14, 2011. Both parties were ordered to submit briefs, addressing the issue of the validity of the supersedeas to the present appeal. Having timely received the briefs, this matter is now ripe for decision.

As an initial matter, this Court addresses Defendant's argument that a supersedeas is automatically provided for pursuant to Rule 1731(a) of the Pennsylvania Rules of Appellate Procedure. Therefore, whether or not Defendant filed an application for a supersedeas makes no difference because, in Defendant's opinion, he was not required to do so. The Court

#130

disagrees. Subdivision (a) of Rule 1731 is inapplicable because this case involves an appeal of a domestic relations matter, which is governed by subdivision (b) of the same rule. See Pa. R.A.P. 1731(a) ("Except as provided by subdivision (b) ..."). Subdivision (b) provides: "An appeal from an order of child support, spousal support, alimony, alimony pendent lite, equitable distribution or counsel fees and costs *shall operate as a supersedeas only upon application to and order of the trial court and the filing of security* as required by subdivision (a)." Pa. R.A.P. 1731(b) (emphasis added). This case clearly involves the latter; thus, Defendant was required to file an application for supersedeas with the Court.¹

Next, Defendant contends he is not required to reapply for a supersedeas because the supersedeas order from his first appeal remains in effect. Again, the Court cannot agree. This Court's Order of May 15, 2009, expressly provided that Defendant's request for supersedeas *pending appeal* was granted. In his application for supersedeas, Defendant, then represented by counsel, requested an order staying distribution and alimony "pending the determination of the appeal." See prayer for relief, Application for Supersedeas [sic] by Defendant, John M. Monti, Pending Appeal. The appeal therein referenced was Defendant's appeal of this Court's March 30, 2009, Order. Defendant filed said appeal on April 28, 2009. The Superior Court issued its order on July 6, 2010, vacating this Court's order, remanding it with instructions to correct a typographical error, and relinquishing jurisdiction. Therefore, the supersedeas ended and Defendant was required to re-apply for a supersedeas pursuant to Pa. R.A.P. 1731(b) if he wanted to avoid his monetary obligations pending appeal. He failed to do so.

¹ Plaintiff incorrectly applies subdivision (a) as well, alleging the Court must order security in the amount of 120 percent of the amount due. As explained, subdivision (a) is inapplicable since this case involves a domestic relations matter. While it is true that subdivision (b) refers to subdivision (a), it does so only to explain the procedure for filing security once an application for supersedeas is made and approved. Subdivision (b) clearly states "[t]he amount and terms of security shall be within the discretion of the trial court." Pa. R.A.P. 1731(b). See also *Cruse v. Cruse*, 737 A.2d 771, 774 (Pa. Super. 1999) ("[T]rial court clearly has discretion as to the amount and terms of the security.").

Even if the Court were to find the supersedeas was still in effect, the Court notes Defendant never filed the court-ordered security. He maintains his then-attorney attempted to comply and counsel for Plaintiff failed to take action, but this does not excuse Defendant's obligation. The fact remains Defendant did not post *any* security, which would have entitled him to the supersedeas. Defendant's argument that Plaintiff's counsel should have entered judgment is mistaken. The burden to insure complete compliance with the Court's Order was on the Defendant.

He also failed to comply with the terms of the October 8, 2010, Order, by making the required dispositions. As explained above, Defendant's supersedeas did not extend beyond his first appeal and provide protection pending this current second appeal. As a result, he was required to comply with the Court's Order, regardless of his pending appeal. He did not and is in contempt.

Plaintiff seeks payment in an amount of \$132,628.78, which includes the \$113,912 originally ordered, \$7,210 in attorney's fees, plus six percent interest on both from July 29, 2009. The Court agrees interest is due, but disagrees as to when said interest begins to accrue. Plaintiff alleges it begins to accrue within 120 days from the filing of the Master's Report, which was issued on February 13, 2009.² The Master's Report, though, is virtually meaningless until it is adopted by this Court. This Court dismissed Defendant's exceptions and adopted the report on March 30, 2009. That order was appealed and subsequently vacated. On remand, this Court issued a new order, correcting the error in calculation and adopting the report, on October 8, 2010. Pursuant to the report and order, Defendant would have been

² Plaintiff realizes the suggested date of July 29, 2009, is actually later than the 120 days, but seems to suggest this later date is a concession she is willing to make.

required to pay \$113,912 to Plaintiff within sixty (60) days of the Court's Order, not the date of the master's report, which had no effect until adopted by the Court. Consequently, interest would begin to accrue as of December 7, 2010. Attorney's fees were due within 120 days of the Order, not master's report. Thus, interest on the \$7,210 ordered in attorney's fees would not begin to accrue until February 7, 2011.³

Based on the foregoing, the Court enters the following:

ORDER

NOW, this 10th day of March, 2011, following hearing and upon consideration of the parties' briefs, the Court finds as follows:

1. The Court's Order of May 15, 2009, granting Defendant a supersedeas expired upon completion of Defendant's original appeal, and thus is no longer in effect.
2. Defendant, having failed to reapply for a supersedeas when he perfected his second appeal, was required to comply with this Court's Order of October 8, 2010.
3. Defendant is in contempt for failing to comply with the October 8, 2010, Order.
4. Defendant is hereby ORDERED to comply with the October 8, 2010, Order, which includes payment of \$113,912 (principal sum in equitable distribution) plus six percent interest from December 7, 2010, and \$7,210 (attorney's fees) plus six percent interest from February 7, 2011, within 60 days of the date of this Order. Said interest will continue to accrue until payment is made.
5. Failure to make required payment within the allotted time shall entitle Plaintiff to enter judgment against Defendant in said amounts and to execute upon judgment with all costs of execution to be paid by Defendant.

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 10 2011

Attest.

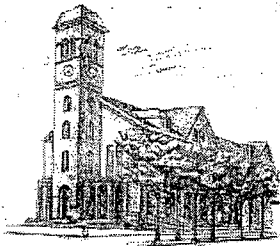
William L. Shaw
Prothonotary/
Clerk of Courts

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

³ The Court uses Monday, February 7, 2011, as the date because otherwise the deadline would have fallen on a weekend.



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

To: All Concerned Parties

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

William A. Shaw, Prothonotary

DATE: 3/10/11

_____ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

_____ Plaintiff(s) X Plaintiff(s) Attorney _____ Other

X Defendant(s) _____ Defendant(s) Attorney

_____ Special Instructions:

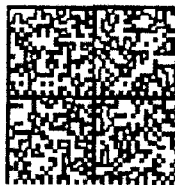
William A. Shaw
Prothonotary
and Clerk of Courts
PO Box 549
Clearfield, PA 16830

FILED

JAN 10 2012

William A. Shaw
Prothonotary/Clerk of Courts

John M. Monti
P.O. Box 684
Galveston, TX 77553



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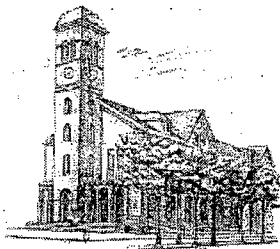
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Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
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PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

To: All Concerned Parties

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William A. Shaw, Prothonotary

DATE: 3/4/11

_____ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

_____ Plaintiff(s) ☒ Plaintiff(s) Attorney _____ Other

☒ Defendant(s) _____ Defendant(s) Attorney

_____ Special Instructions:

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

:

-VS-

: No. 04-1563-CD

JOHN M. MONTI

:

O R D E R

AND NOW, this 4th day of March, 2011, following the taking of testimony on the Plaintiff's Petition for Special Relief, with insufficient time remaining to complete the same, it is the ORDER of this Court that the matter be and is hereby continued until 10:00 a.m. on Wednesday, April 13, 2011, Courtroom No. 1, Clearfield County Courthouse.

BY THE COURT,

/S/ Fredric J Ammerman

President Judge

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 04 2011

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

#119

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

Plaintiff

v.

JOHN M. MONTI

Defendant

No. 1563-2004 CD

TYPE OF CASE: **Civil Action**

TYPE OF PLEADING:
**Answer to Plaintiff's
Motion for Reconsideration**

FILED ON BEHALF OF:
Defendant

FILED BY:

Patrick Lavelle, Esq.
PA. ID # 85537
25 East Park Ave.
Suite #2
DuBois, PA. 15801
(814) 371-2232

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JAN 06 2012 Lavelle
William A. Shaw
Prothonotary/Clerk of Courts
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#18

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

No. 1563-2004 CD

Respondent
v.

JOHN M. MONTI

Petitioner

ANSWER TO PLAINTIFF'S MOTION FOR RECONSIDERATION

AND NOW comes the Defendant, JOHN M. MONTI, by and through his attorney, PATRICK LAVELLE, ESQ., and files the within Answer to the Plaintiff's Motion for Reconsideration of the Court's Order dated November 23, 2011, averments in support of which are as follows:

1. Admitted, and also pursuant to the provisions of *Pa. R. Civ. P. 1930.2*.
2. Admitted.
3. Admitted in part and denied in part. It is admitted that this Court had the legal authority to modify the equitable distribution of the couple's property. It is Denied however, that the Court's action in this matter as set forth in its November 23rd, 2011 Order has done anything to alter the distribution scheme as originally adopted by the Court. All that Court has done is to alter the actual distribution of one piece of personal property and the mathematical accounting associated therewith. There has been no change to the percentage distribution scheme established by the Court.

4. Admitted.

5. Denied. By way of further response it is averred that the actual value of the piano was determined by reference to its value in 2009, which value was fully litigated by the parties, and in fact it was plaintiff who insisted on the \$61,900.00 valuation in opposition to the defendant's evidence of a \$45,000.00 value.

6. Denied. By way of further response, the Court's action set forth in the November 23, 2011 Order simply transferred the asset (piano) from the defendant's side of the distribution ledger to the plaintiff's side with a corresponding transfer of the value of the asset to the defendant's side. Assuming *arguendo* that the alleged depreciation is accurate, it occurred regardless of who was in possession of the actual asset, and thus no prejudice results to either party simply because actual possession has changed hands.¹

7. Admitted in part and Denied in part. It is admitted that the value of the marital residence was established at the Master's hearing to be \$174,500.00. It is Denied however that any increase in value of the former marital residence should accrue to the plaintiff. By way of further response it is averred that much of the increase in value to the property was the result of efforts on the part of the defendant and his present wife to improve the property, and that reference to property values in the DuBois area in the recent past would indicate that any such increase is certainly not attributable to market forces.

8. Admitted in part and Denied in part. It is admitted that the Corvette had no equity value at the time of the Master's hearing. It is denied that the plaintiff has any

¹ It should be remembered that it was the plaintiff who petitioned the Court to allow her to take possession of the piano based upon her unsupported allegation of wrongdoing on the part of the defendant.

right to claim any post hearing marital right in the Corvette. By way of further response, the reason for Master's determination that the Corvette had no equity value was due to the fact that it was encumbered by a monetary lien on the title equal to or greater than any equity value at the time. Any subsequent increase in equity value of the vehicle was the result of the defendant satisfying the lien out of his own funds, and thus any present equity is his and should not be considered as marital property.

9. Denied. By way of further response it is averred that the valuations of the marital property were done with reference to their value as litigated in 2009. Further, nothing has been done in this case that would be considered as an alteration of the distribution scheme as originally adopted by the Court, as the only alteration made to that scheme was an accounting alteration based upon the plaintiff's coming into possession of an asset originally awarded to the defendant.

10. Denied. By way of further response, it cannot be said that the piano was ever actually sold, let alone that there was a lack of malicious intent to do so. The only evidence of a sale of the piano is the unsupported assertion of plaintiff's counsel at a hearing before the Court. Further, it is disingenuous to infer that Plaintiff's right to execute on a judgment based on a Court Order authorizing the plaintiff to enter judgment would allow her to disregard the law with regard to the proper execution procedures and proceed with an arbitrary sale of an asset that was in her possession only for the purpose of safe storage.

11. Defendant is without sufficient knowledge or information to admit or deny the averments of paragraph eleven (11), and it is therefore Denied. By way of further

response it cannot be said that plaintiff's delay in moving forward to enforce her legal rights was caused by anyone but herself.

12. Denied. By way of further response, the defendant was only in possession of those marital assets that were awarded to him by the Court. Further, the defendant's inability to pay the plaintiff was caused in large part by the plaintiff's acquisition of two of the most valuable assets (piano & Corvette) and her interference in the marketing and/or financing efforts of the defendant with regards to the marital residence, thus undermining his ability to liquidate or re-finance those assets.²

13. Denied. By way of further response defendant avers that neither he nor anyone else forced the plaintiff to sell the piano. The assertion that the piano was sold because of a fear of a tax sale is specious. The defendant was awarded the marital residence, and if he lost the property to a tax sale, which did not occur, such a sale would not relieve him of the obligation to pay the judgment. Further, plaintiff was adequately represented and had recourse through legal channels to address any anticipated prejudice to her, and to request a stay of the sale if that would have become necessary.

14. Denied. By way of further response, this asserted justification for selling the piano is baseless. Further, the insurance coverage on the properties did not lapse, but the defendant had merely changed carriers. There was no obligation for him to notify the plaintiff of that transaction, and the plaintiff had no duty to assure continued insurance coverage on those properties because, at that time she possessed no insurable interest in the properties. They had been awarded to the defendant.

² Defendant is presently awaiting execution of the Deed transfers by the plaintiff in order to conclude an approved refinancing arrangement which would allow him to satisfy the judgment as it presently exists.

15. Denied. By way of further response, defendant asserts that it has not actually been that long since the Court completed the distribution of property. Further, defendant asserts that equity and fairness must flow to both parties in this case. It would be totally unfair to allow evidence to be submitted by the plaintiff as to present valuations, without giving the defendant an ample opportunity to meet such evidence. Additionally, the plaintiff has created a situation, in violation of the Court's prior orders, which would deny the defendant access to the piano and Corvette for the purpose of assessing current value due to the fact that the plaintiff has already removed the items from the Commonwealth or has otherwise disposed of them.

16. Denied. By way of further response, the plaintiff seeks equity with unclean hands. By her actions of violating the Court's order to safely store the piano and Corvette, and by removing same from the Commonwealth and selling them without a proper execution, the plaintiff has intentionally denied fairness to the defendant and has assumed the risk of any loss upon conversion of the assets to her own use.

17. Denied. By way of further response, the defendant's inability to pay the plaintiff was caused in large part by the plaintiff's acquisition of two of the most valuable assets (piano & Corvette) and her interference in the marketing and/or financing efforts of the defendant with regards to the marital residence, thus undermining his ability to liquidate or re-finance those assets.

18. Defendant hereby incorporates his response to paragraph seventeen (17) in its entirety, the same as though set forth fully herein.

19. Denied. By way of further response the plaintiff cannot disavow knowledge of the issue to be briefed for the Court's consideration in this matter when the Court's

order of October 18, 2011 setting a briefing schedule framed the specific issue to be briefed.

20. Denied. Equity does not require the Court in this instance to reconsider its November 23, 2011 order in that the Order did not alter or modify any of the salient provisions of the original Equitable Distribution Order. The Court, by its order, merely restated the judgment to conform with the actual distribution of marital property which was altered in the first instance by the plaintiff's request to take possession of property originally awarded to the defendant.

21. Denied. By way of further response, the defendant avers that what plaintiff seeks is another attempt produce evidence in support of her position in equitable distribution, which issue has already been litigated in this case, revisited by the Court on at least two occasions, and adjusted to reflect actual distribution of assets, all of which was accomplished without upsetting the original distribution scheme. In considering the basis for plaintiff's request, (alteration of the 65% -35% scheme), defendant would reiterate that the Court has not taken any actions in this which resulted in an alteration of that scheme. It would be unfair for the Court to make adjustments on only specific assets, as such an approach would not assure the application of the original percentage distribution, and a new Master's hearing to consider all of the marital property and its present value would be required.

22. Denied. By way of further response defendant avers that the results of plaintiff's failure to execute on her judgment may not be attributed to the defendant. Further, payments have not been made in this case because the defendant initially was waiting for a ruling by the Superior Court, and was subsequently unable to make

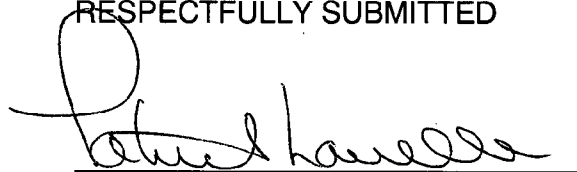
payments due to the transfer of valuable assets to the plaintiff (piano & Corvette), and by plaintiff's interference with the marketing attempts to sell the marital residence.

23. Denied. Defendant hereby incorporates his response to paragraph twenty-one (21) in its entirety, the same as though set forth fully herein.

24. Denied. Defendant hereby incorporates his response to paragraph sixteen (16) in its entirety, the same as though set forth fully herein.

WHEREFORE, for all of the reasons set forth in this Answer, Defendant prays that this Honorable Court will dismiss the Motion for Re-Consideration and confirm its original Order of November 23, 2011.

RESPECTFULLY SUBMITTED

A handwritten signature in black ink, appearing to read "Patrick Lavelle", written over a horizontal line.

Patrick Lavelle, Esq.
Counsel for the Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

No. 1563-2004 CD

Respondent
v.

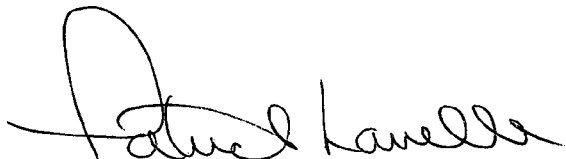
JOHN M. MONTI

Petitioner

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 5TH day of January, 2012, I served a copy of the foregoing Answer to Application for Reconsideration, by mailing same via first class mail, postage prepaid to the following:

Toni M. Cherry
Gleason, Cherry and Cherry LLP
PO Box 505
DuBois, PA. 15801


Patrick Lavelle, Esq.

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

No. 04 - 1563 C.D.

JOHN M. MONTI,

Defendant

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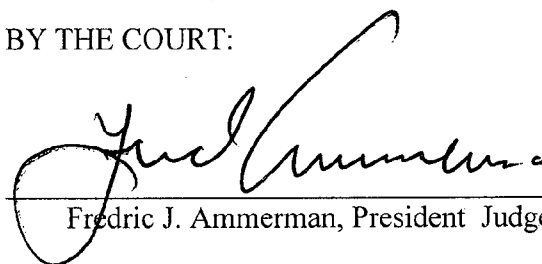
William A. Shaw
Prothonotary/Clerk of Courts

3 CENTS TO
MTR

ORDER

AND NOW, this 22 day of December, 2011, the Court having granted the Application for Reconsideration filed by Plaintiff in the above-captioned matter by Order dated December 22, 2011, a hearing on the issues raised by Plaintiff in the Application is scheduled for the 9th day of February, 2012, at 9:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:


Fredric J. Ammerman, President Judge

#117

FILED

DEC 23 2011

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

No. 04 - 1563 C.D.

FILED

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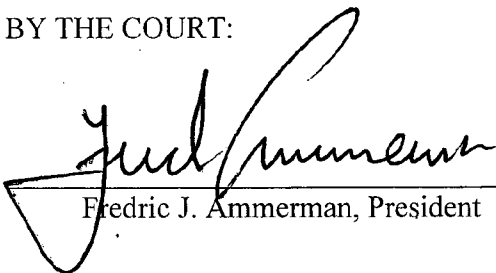
William A. Shaw
Prothonotary/Clerk of Courts

3 CASE TO
ATTY.

ORDER

AND NOW, this 22 day of December, 2011, in consideration of the Application
for Reconsideration of Order and the issues raised by Plaintiff, the Court hereby grants
reconsideration of the Order entered November 23, 2011.

BY THE COURT:



Fredric J. Ammerman, President Judge

#116

CA

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

: No. 04 - 1563 C.D.
:
: Type of Case: DIVORCE
:
: Type of Pleading: APPLICATION FOR
: RECONSIDERATION OF ORDER
: ENTERED NOVEMBER 23, 2011
:
: Filed on Behalf of: ANNE E. MONTI,
: Plaintiff
:
: Counsel of Record for this Party:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

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William A. Shaw
Prothonotary/Clerk of Courts
T. Cherry
GK

#115

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

ANNE E. MONTI,	:
Plaintiff	:
	:
vs.	: No. 04 - 1563 C.D.
	:
JOHN M. MONTI,	:
Defendant	:

APPLICATION FOR RECONSIDERATION OF ORDER
ENTERED NOVEMBER 23, 2011

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

AND NOW, comes ANNE E. MONTI, Plaintiff in the above-captioned divorce action, who, by and through her attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., makes Application for Reconsideration of the Court's Equitable Distribution Order filed November 23, 2011, and in support thereof, avers the following:

1. This Court has authority to entertain this Application pursuant to Pa.R.A.P. 1701(b)(3).
2. That on November 23, 2011, after argument on Defendant's Petition to Open Judgment, Your Honorable Court entered an Order vacating the judgment of May 11, 2011, and entering judgment in favor of Plaintiff against Defendant in the amount of \$62,255.74, representing the original judgment figure of \$124,155.74 after subtraction of the value assigned to the Steinway Special Edition Grand Piano in the equitable distribution proceedings of \$61,900.00.

3. That under the Supreme Court's decision of *Wagoner v. Wagoner*, 648 A.2d 299 (Pa. 1994), the undersigned concedes that Your Honorable Court has the power to modify the judgment but the undersigned respectfully contends that the current value of all of the significant marital assets must be considered in order to carry out the original intent of the Court's Equitable Distribution Order which was to award wife 65% of all marital assets.

4. That a Report and Recommendation of the Master was filed in this case on February 13, 2009, but the parties actually separated on August 6, 2004 and a Divorce Complaint was filed on October 8, 2004.

5. That the value of \$61,900.00 assigned to the Steinway Piano by the Divorce Master and accepted by the Court was actually the value of the piano on the date of the separation of the parties on August 6, 2004, well over seven years ago.

6. That the piano has depreciated in value since date of separation and Plaintiff did not receive the sum of \$61,900.00 for said piano but received far less than that amount because the value had depreciated due to the fact that said piano was seven years older than at the time of separation.

7. Conversely, the Master accepted by stipulation of the parties the value of the marital residence on date of separation in the amount of \$174,500.00 but by Defendant's own admission in prior proceedings before the Court that took place after the Master's decision was rendered, the residence has increased in value to over \$215,000.00, an increase of \$40,500.00.

8. That at time of separation, the 2003 Chevrolet Z06 Corvette was given no equity value but Defendant himself has admitted that he paid off the Corvette after date of separation and, as a result, the equity value of the vehicle is now worth over \$35,000.00.

9. That the undersigned believes and therefore avers that by crediting the 2004 value of the Steinway Special Edition Grand Piano against the monies that Defendant owes to Plaintiff without reviewing the current values of the major assets as they exist seven years later, a grave injustice has been done to Plaintiff and Defendant has received a windfall because he is in possession of assets that have greatly increased in value and he has not had to account for this increase in the equitable distribution scheme.

10. That Plaintiff did not sell the piano to be malicious but to recoup some of the monies due her from Defendant under the Court's Order of October 8, 2010, after receiving full authority of Your Honorable Court to begin execution on her judgment.

11. That Plaintiff did not enter a snap judgment in this case nor did she begin immediate execution but, instead, allowed Defendant almost a year since the entry of the Court's Final Order of October 8, 2010, confirming that she was to receive 65% of the marital property.

12. That prior to the sale of the piano, Defendant has been in possession of nearly all of the marital assets and has never even attempted to pay Plaintiff rent or compensation for her share of those assets.

13. That Plaintiff was forced to sell the piano because she believed that the marital residence as well as the rental properties were going to be sold at tax sale this year and it was not until the day before the tax sale that Plaintiff received word from the Tax Claim Bureaus of both Clearfield and Jefferson Counties that Defendant had entered into agreements for payment of the taxes.

14. That Plaintiff was caused to pay for insurance on the marital residence and other marital property that Defendant had allowed to lapse in an effort to preserve marital property

and, as a result, she was forced to sell the piano in order to secure the funds necessary to maintain marital property because she has not received alimony pendente lite from Defendant for months and has never received the alimony he was ordered to pay.

15. That while Plaintiff acknowledges the Court's power to grant special relief, Plaintiff believes that it has been so long since this case was decided that it is only equitable and fair to allow her to present evidence of the current value of the marital residence and the current equity value of the Corvette as well as the current value of the piano.

16. That without allowing a reconsideration of the Order entered November 23, 2011, to permit Plaintiff to provide the Court with evidence of the increase in value of the Corvette and the marital residence as well as the rental properties, Plaintiff will be deprived of her right to receive 65% of all of the marital property as originally awarded by this Court back in 2009 and affirmed in 2010.

17. That Defendant has never attempted to pay Plaintiff any of the monies due her on her equitable distribution award to this date although the Superior Court affirmed the Court's Order back in June of 2011.

18. That despite the fact that Defendant owes Plaintiff two years of alimony in addition to payments for equitable distribution, he has wholly failed and/or refused to comply with the Court's Order of October 8, 2010, nor has he asked for any modification thereof.

19. That at the time of argument and briefs submitted to the Court, the undersigned believed that the only issue was whether or not the Court could open the judgment and did not have reason to believe that the Court would grant special relief without directing Defendant to

file a separate petition for such special relief so that the issues could be fully presented to Your Honorable Court.

20. That the undersigned believes and therefore avers that equity and justice require a reconsideration of the Order entered November 23, 2011, so that the current values of all of the major assets can be presented to the Court and the proper modification of the judgment performed after consideration of the current values of all of the major assets upon which the Equitable Distribution Order was based and not just on one of those assets.

21. That by only focusing on the value of the piano and not considering the increase in value of the marital residence, the rental properties and the Corvette, the Court has given to Defendant a windfall by allowing him to keep assets that have greatly increased in value since time of separation and since time of the Master's initial Report and given to Plaintiff an asset that has greatly diminished in value since that time resulting in a complete change in the 65%/35% distribution scheme ordered by the Court and affirmed by the Superior Court in Its decision of June 28, 2011.

22. That Defendant will not be prejudiced by the granting of this Application for Reconsideration because he has wholly failed to make any payments to Plaintiff in satisfaction of the equitable distribution scheme, has not sold any of the marital assets and has never paid any of the alimony ordered by this Court under the Order of October 8, 2010.

23. That unless Your Honorable Court grants Plaintiff's Application for Reconsideration, she will be greatly prejudiced as she will be deprived of her right to receive 65% of the value of the entire marital estate and will, in fact, actually receive a far smaller percentage.

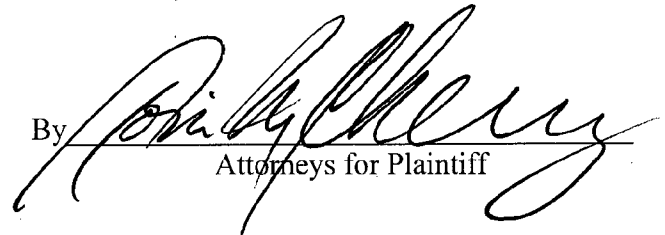
24. That unless Your Honorable Court grants this Application for Reconsideration, Defendant will receive a windfall and will actually receive a greater percentage of the marital estate in complete contravention of the 65%/35% equitable distribution scheme ordered by the Court and approved by the Superior Court in this case.

WHEREFORE, Plaintiff respectfully requests Your Honorable Court to grant reconsideration of the Order entered November 23, 2011, to allow Plaintiff the opportunity to submit evidence of the change in values of the major assets involved in this divorce action so as to insure that the proper amount of Plaintiff's judgment against Defendant is entered of record and the Court's original distribution scheme of 65%/35% is met so that economic justice can be done in accordance with the final Order entered by this Court on October 8, 2010.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

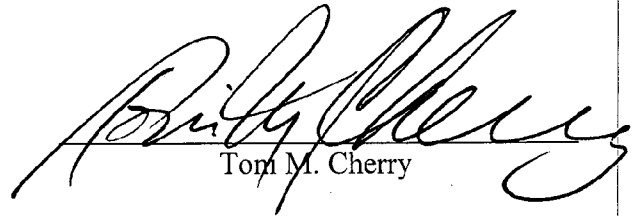
By

A handwritten signature in black ink, appearing to read "P. G. Cherry", is written over a horizontal line.

Attorneys for Plaintiff

VERIFICATION

I, TONI M. CHERRY, ESQ., counsel for Plaintiff, verify that the information provided in the foregoing Application for Reconsideration is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



Tom M. Cherry

DATED: December 22, 2011

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

ANNE E. MONTI,
Plaintiff

v.

JOHN M. MONTI,
Defendant

:
:
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:
:
:
:

No. 1563-2004 CD

ORDER

AND NOW, this 22nd day of November, 2011, following the parties' arguments on Defendant's Petition to Open Judgment, and having considered the parties' briefs on the same, it is the ORDER of the Court as follows:

1. The Judgment of May 11, 2011 against Defendant John M. Monti, is hereby decreed invalid and no longer of any effect.
2. Judgment is entered in favor of Plaintiff Anne E. Mathisen and against Defendant John M. Monti in the amount of \$62,255.74. This figure represents the original judgment, \$124,155.74, minus the assigned value of the Steinway Special Edition Grand Piano in the equitable distribution order, \$61,900.00. Interest shall continue to accrue at the rate of 6% until payment.
3. Plaintiff is hereby ORDERED to transfer possession of the 2003 Chevrolet Z06 Corvette to Defendant within a reasonable time. Failure to transfer the Corvette

shall result in a further reduction in the debt owed by Defendant to Plaintiff, in an amount equal to the present value of the Corvette.

BY THE COURT,
/S/ Fredric J Ammerman

Fredric J. Ammerman
President Judge

I hereby certify that the foregoing is a correct copy of the original statement filed in this case.

NOV 28 2011

Attest.

Wendy
Friedman
Clerk of Court

Schedule C Recapitulation

Total Assets	\$393,450.85
Total Liabilities	<u>-\$196,514.02</u>
Net Equity	\$196,936.83

65% to Wife = \$128,008.00 35% to Husband = \$68,928.00

65% of Net Equity to Wife:

2003 Monte Carlo SS Coupe	\$14,000.00
P. Buckley Moss - "The Way Home"	\$69.00
P. Buckley Moss - "Cherished Eve"	<u>\$27.50</u>
	\$14,096.50
Wife's Liabilities	\$0.00
	\$14,096.50
Net Equity to Wife	\$14,096.00

35% of Net Equity to Husband:

Husband's Assets:	
Marital Residence	\$174,500.00
Rentals (Pifer Street)	\$66,200.00
Rental (N. 5th Street)	\$35,900.00
Pontoon Boat	\$9,080.00
1996 Olds Aurora	\$200.00
Savings Account	\$13,591.35
Steinway Piano	\$61,990.00
Household Items	\$15,895.00
Camper & Lot	<u>\$2,000.00</u>
	\$379,356.35
Husband's Liabilities	<u>-\$196,514.02</u>
Net Equity to Husband	\$182,842.33

Amount due to Wife	\$168,746.00
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Appendix 5

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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*

NO. 04-1563-CD

Hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 08 2010

OPINION and ORDER

Attest.

William E. Cherry
Prothonotary/
Clerk of Courts

This matter is presently before the Court on economic and related claims to the parties' divorce action filed at the above-captioned number. The parties were married in May, 1997 and separated in August, 2004. Wife filed for divorce in October, 2004 and raised claims seeking the award of Alimony Pendente Lite, permanent alimony, equitable distribution and attorney's costs and fees. By Order of Court dated December 22, 2004, Husband was granted sole possession of the marital residence.

A Master's hearing was held on November 15 and 16, 2007. During the Master's hearing Wife was represented by Toni M. Cherry, Esquire and husband proceeded pro se. During the Master's hearing the parties stipulated to the entry of the Divorce Decree concurrently with the issuance of the Master's Report and Recommendation and the parties executed and filed Affidavits of Consent with the Court. The Master in Divorce issued his opinion and recommendation to the Court on February 13, 2009. By Order of March 30, 2009 this Court adopted the Master's Report and Recommendations.

Husband filed a timely Notice of Appeal on April 28, 2009 appealing this matter to the Superior Court. On May 20, 2009 this Court issued an Order requesting that the case be remanded for the correction of the following two errors: 1) to correct a substantial mathematical error in favor of Wife and 2) to more fully address the increase in value of Wife's pension during the marriage.

23a

The Pennsylvania Superior Court issued an Order filed May 20, 2010 to Docket No. 718 WDA 2009 in which that Court remanded the case to the trial Court to correct the errors identified in the Opinion and Order dated May 20, 2009 and make any other modifications deemed appropriate.

1. Mathematical error in favor of Wife

Both Husband and Wife agree that Schedule C, which was attached to the Master's report, contained a substantial mathematical error in favor of Wife. In the Master's recommendation the Master recommended that Wife receive 65% of the net value of the marital assets listed on Schedule A and Husband receive 35% of said value. The Master calculated Wife's share of the 65% to be \$128,008.00. Schedule C of the Master's report listed assets that were to be distributed in kind to Wife. The Master should have subtracted the assets distributed in kind to Wife totaling \$14,096.00 from Wife's 65% share of the net marital assets of \$128,008.00, which would have produced a balance owing from Husband to Wife of \$113,912.00. The Master incorrectly listed the amount due to Wife on Schedule C as \$168,746.00. Both Husband and Wife acknowledge that this is obviously an incorrect calculation set forth on Schedule C. Given this obvious mathematical error, Schedule C should be amended to reflect the subtraction of the assets distributed in kind to Wife from Wife's 65% share, which would equal cash owing from Husband to Wife in the amount of \$113,912.00.

2. Increase in value of Wife's retirement account during the marriage

In the Master's Report and Recommendation filed on February 13, 2009 the Master gave considerable consideration to the factors that are enumerated in 23 Pa.C.S.A. §3502(a). The Master considered the facts that were presented during the two day

of the Master's hearing and the evidence that was presented by each party. Based on the facts and evidence the Master made his recommendation to the Court. The appellate courts have held that the weight given to the statutory factors depends on the facts of each case and is solely within the Court's discretion. See Gaydos v. Gaydos, 693 A.2d 1368, 1376 (Pa. Super. 1997).

In his consideration of the factors in this case the Master took into account that Husband had maintained control over the marital residence. Additionally, Husband was awarded the rental properties and the stream of income generated by said properties. The Master also considered the ages of the parties and their health and current stations in life and current employment and opportunities for employment in making his decision. Based on his consideration of the statutory factors, the relevant case law, and the particular circumstances of each of the parties hereto the Master deemed that it would be equitable to distribute the entire increase in value in Wife's TIAA/CREF retirement account to Wife. The primary objective of the Divorce Code 23 Pa.C.S.A. §3101, *et seq.* is to effectuate economic justice between the parties and achieve a fair and just determination and settlement of their property rights. Isralsky v. Isralsky, 824 A.2d 1178 (Pa.Super. 2003); 2003 Pa.Super. 162. Furthermore, in Pennsylvania it is not presumed that a property distribution should be equal, but rather equitable and in such proportions and in such manner as is deemed just after consideration of all relevant factors. See 23 Pa.C.S.A. §3502. It is clear in the present case the Master made a determination that in order to effectuate an equitable distribution it was necessary to distribute the entire increase in value of Wife's TIAA/CREF retirement fund to Wife. Based on the foregoing analysis and the factors considered therein, this Court

does not see any need to waiver from this distribution scheme as it aids in the equitable distribution of the assets between the parties.

Based on the foregoing the Court enters the following:

ORDER

AND NOW, this 8th day of October, 2010, it is the ORDER of this Court as follows:

1. Schedule C of the Master's Report of February 13, 2009 is hereby AMENDED to reflect that the balance owing from Husband to Wife is \$113,912.00. Said calculation is arrived at by taking Wife's portion of the net marital assets of \$128,008.00 minus the assets distributed in kind to Wife of \$14,096.00.
2. In all other respects, and based on the reasoning in the above Opinion in respect to the increase in value of Wife's pension, the Court fully adopts all of the other terms and provisions of the Report and Recommendations issued by the Master dated February 13, 2009.
3. Other than the correction for the mathematical error as set forth in paragraph 1 above, all other objections raised by the Defendant to the aforesaid Master's Report of February 13, 2009 are hereby DISMISSED.

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge and attest this to be a true
statement filed in this case.

OCT 08 2010

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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: No. 04 - 1563 C.D.
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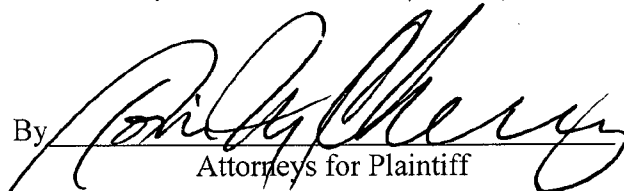
CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of December, 2011, a true and correct copy of Plaintiff's Application for Reconsideration of Order Entered November 23, 2011, was served upon PATRICK LAVELLE, ESQ., counsel for Defendant, by both facsimile transmission and by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

PATRICK LAVELLE, ESQ.
Attorney at Law
25 East Park Avenue, Suite #2
DuBois, PA 15801
Fax No.: (814) 371-4480

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff

Dated: December 22, 2011

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,
Plaintiff

v.

JOHN M. MONTI,
Defendant

No. 1563-2004 CD

FILED

012-28301
NOV 23 2011
William A. Shaw
Prothonotary/Clerk of Courts

1cc Attys:
T. Cherry
Lavelle
1cc: D. Mikosell
Law Library
(without memo)

OPINION

John M. Monti, Petitioner in this action, and Defendant in the prior divorce action, has brought an action asking this Court to open its judgment in the equitable distribution order. Defendant claims he should be credited with the values assigned to two items in the Divorce Master's Report, a Steinway Special Edition Grand Piano (hereinafter "the piano"), and a 2003 Chevrolet Z06 Corvette (hereinafter "the car"). Since the items are now in the possession of his ex-wife, Plaintiff and Respondent Anne E. Mathisen, formerly Anne E. Monti, Defendant believes the Court-assigned value of these items should be deducted from the amount he owes Plaintiff in settlement of marital property. Plaintiff denies the Court has the power to open its judgment at this point.

First, the Court will summarize, as briefly as it can, the relevant proceedings in this matter. Protracted divorce proceedings resulted in a judgment against Defendant. Defendant disputed his obligation to pay Plaintiff, claiming the Supersedeas Order of May 15, 2009, temporarily relieved him of this duty. This Court found otherwise, ordering Defendant to comply with the October 8, 2010, Order, which includes payment of \$113,912 (principal sum in equitable distribution) plus six percent interest, and \$7,210 (attorney's fees) plus six percent interest, for a total of \$124,155.74. Judgment on this sum was later entered against the

Defendant on May 11, 2011. On February 18, 2011, Plaintiff requested permission from the Court to enter Defendant's residence and take possession of the car and the piano awarded to Defendant for safekeeping, due to Defendant's absence from the marital residence. An Order was entered that same day, allowing Plaintiff to take possession of the items, "for the sole purpose of storing the same at a safe location. . ." Court's Order of February 18, 2011.

Defendant then requested that the Court adjust the judgment against him, subtracting the assigned value of the items taken from the marital home by Plaintiff. At oral argument on this Petition, Plaintiff indicated she has sold the piano and retains possession of the car. Transcript of Hearing October 18, 2011, p. 15.

This Court finds guidance from the Superior Court's opinion in *Romeo v. Romeo*, 611 A.2d 1325 (Pa. Super. 1992). In *Romeo*, defendant wife moved to "modify" the divorce decree eight months after it was entered based on changes in the real estate market, their children's unusual medical expenses, and the husband's refusal to execute listing agreements reducing the price of the marital home. The court then ordered further transfers of real estate between the parties. The Superior Court found it was proper for the lower court to alter the decree in these circumstances, under a trial court's continuing power to determine property rights between spouses (23 Pa.C.S.A. § 3104), enforce its orders of equitable distribution (23 Pa. C.S.A. § 3502(e), and entertain petitions for special relief in divorce matters (Pa. R.C.P. 1920.43).

The Court's jurisdiction in divorce cases is provided by 23 Pa.C.S.A. § 3104, which states:

(a) Jurisdiction.--The courts shall have original jurisdiction in cases of divorce and for the annulment of void or voidable marriages and shall determine, in conjunction with any decree granting a divorce or annulment, the following matters, if raised in the pleadings, and issue appropriate decrees or orders with reference thereto, **and may retain continuing jurisdiction** thereof:

(1) **The determination and disposition of property rights and interests between spouses**, including any rights created by any antenuptial, postnuptial or separation agreement and including the partition of property held as tenants by the entirety or otherwise and any accounting between them, and the order of any spousal support, alimony, alimony pendente lite, counsel fees or costs authorized by law.

23 Pa.C.S.A. § 3104 (emphasis added).

Furthermore, the Divorce Code has granted this Court additional powers to ensure its equitable distribution orders are followed:

(e) Powers of the court. If, **at any time**, a party has failed to comply with an order of equitable distribution, as provided for in this chapter or with the terms of an agreement as entered into between the parties, after hearing, the court may, in addition to any other remedy available under this part, in order to effect compliance with its order:

(1) **enter judgment**;

(2) **authorize the taking and seizure of the goods** and chattels and collection of the rents and profits of the real and personal, tangible and intangible property of the party;

(3) award interest on unpaid installments;

(4) **order and direct the transfer or sale of any property** required in order to comply with the court's order;

(5) require security to insure future payments in compliance with the court's order;

(6) issue attachment proceedings, directed to the sheriff or other proper officer of the county, directing that the person named as having failed to comply with the court order be brought before the court, at such time as the court may direct. If the court finds, after hearing, that the person willfully failed to comply with the court order, it may deem the person in civil contempt of court and, in its discretion, make an appropriate order, including, but not limited to, commitment of the person to the county jail for a period not to exceed six months;

(7) award counsel fees and costs;

(8) attach wages; or

(9) find the party in contempt.

23 Pa.C.S.A. § 3502 (emphasis added).

Finally, the Court notes that the Pennsylvania Rules of Civil Procedure provides for the filing of a petition for special relief in divorce actions, as follows:

(a) At any time after the filing of the complaint, on petition setting forth facts entitling the party to relief, the court may, upon such terms and conditions as it deems just, including the filing of security,

(1) issue preliminary or special injunctions necessary to prevent the removal, disposition, alienation or encumbering of real or personal property in accordance with Rule 1531(a), (c), (d) and (e); or

(2) order the seizure or attachment of real or personal property; or

(3) grant other appropriate relief.

Pa.R.C.P. No. 1920.43 (emphasis added).

The granting of such relief is an exercise of the trial court's equitable powers. *Romeo v. Romeo*, 611 A.2d 1325, 1327 - 1328 (Pa. Super. 1992), citing *Jawork v. Jawork*, 548 A.2d 290, 293 (Pa. Super. 1988). "Petitions for special relief are not limited to the period when an action is pending, since it is easily conceivable that, after the final disposition of all matters in the divorce action, a party may need the assistance of the court in enforcing some portion of its order."¹ *Romeo*, 611 A.2d at 1327 - 1328 (Pa. Super. 1992).

In the present case, Defendant was granted the car and the piano in this Court's Order of equitable distribution, at the values recommended in the Master's Report. The piano was valued at \$61,900.00. The car, at the time, contained no equity value because it was encumbered by a loan. Since then, Defendant alleges the loan has been paid in full, and the value of the car is approximately \$24,425. It is true that Plaintiff was permitted by this Court to take possession of these items. However, that Order commanded the Plaintiff to take possession "for the sole purposes of storing [the piano and car] at a safe location..." At oral

¹ It is immaterial that the Petitioner's filing was not titled "Petition for Special Relief," because this Court may, and will entertain it as such under the circumstances. See *Romeo*, 611 A.2d at 1328.

argument on this Petition, Plaintiff admitted to selling the piano and indicated she still has possession of the car. Defendant has made allegations that the car is not in safe storage, but the Plaintiff took the car from the marital residence, and drove it to Colorado.

If Plaintiff was permitted to subtract only the amount she received for the sale of the piano out of the debt owed to her by Defendant, this would, in effect, deny Defendant the benefit of the equitable distribution scheme adopted by this Court. *See Romeo*, 611 A.2d at 1328. Plaintiff simply cannot have her cake and eat it too. Defendant was granted the car and the piano in that Order; and he must be allowed to receive the benefit of the assigned values of those items. Furthermore, the Court does not look favorably upon Plaintiff's actions of selling the piano and apparently removing the car to Colorado. The Plaintiff has not executed against these items, and her actions are in contravention of the Court's Order of February 18, 2011. The Court acknowledges Plaintiff's difficulties in collecting on the debt, but her actions to secure payment must be in accord with the Court's directives.

Therefore, based on the foregoing, the Court enters the following:

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

ANNE E. MONTI,
Plaintiff

v.

JOHN M. MONTI,
Defendant

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No. 1563-2004 CD

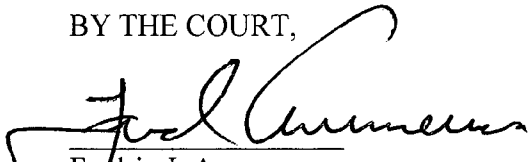
ORDER

AND NOW, this 22nd day of November, 2011, following the parties' arguments on Defendant's Petition to Open Judgment, and having considered the parties' briefs on the same, it is the ORDER of the Court as follows:

1. The Judgment of May 11, 2011 against Defendant John M. Monti, is hereby decreed invalid and no longer of any effect.
2. Judgment is entered in favor of Plaintiff Anne E. Mathisen and against Defendant John M. Monti in the amount of \$62,255.74. This figure represents the original judgment, \$124,155.74, minus the assigned value of the Steinway Special Edition Grand Piano in the equitable distribution order, \$61,900.00. Interest shall continue to accrue at the rate of 6% until payment.
3. Plaintiff is hereby ORDERED to transfer possession of the 2003 Chevrolet Z06 Corvette to Defendant within a reasonable time. Failure to transfer the Corvette

shall result in a further reduction in the debt owed by Defendant to Plaintiff, in an amount equal to the present value of the Corvette.

BY THE COURT,



Fredric J. Ammerman
President Judge

FILED

NOV 23 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/23/11

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

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VS

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NO. 2004-1563-CD

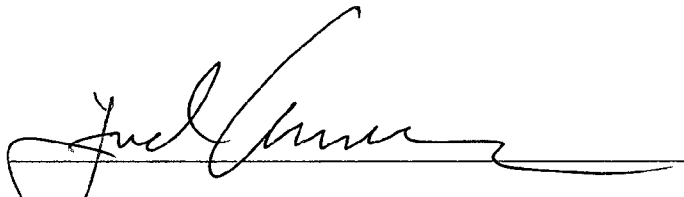
JOHN M. MONTI

}

O R D E R

NOW, this 18th day of October, 2011, following
Argument on the Defendant's Petition to Open Judgment,
counsel for the parties will have no more than Twenty (20)
Days from this date to submit briefs on the issue as to
whether the Plaintiff takes the 2003 Corvette and Steinway
grand piano at the same values as determined by the Court
during the equitable distribution process.

BY THE COURT,



President Judge

FILED

013:4004
OCT 19 2011

William A. Shaw
Prothonotary/Clerk of Courts

2CC Atty T. Cherry
1CC Def.-

973 Treasure Lake
DuBois, PA

15801

#112

FILED

OCT 19 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/19/11

 You are responsible for serving all appropriate parties.

 X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

 X Defendant(s) Defendant(s) Attorney

 Additional parties:

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

No. 1563-2004 CD

Respondent

v.

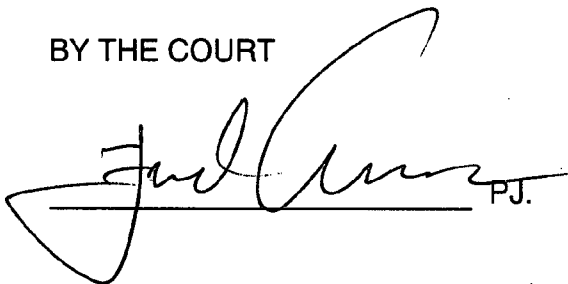
JOHN M. MONTI

Petitioner

ORDER

AND NOW this 1 day of Sept, 2011, upon consideration of the Petitioner's Petition to Open Judgment in this case, it is hereby ORDERED that a Rule shall issue, to be served upon the Respondent, to appear at a hearing on the 18th day of October, 2011, at 2 o'clock P.M., in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA., and there show cause, if any there be, why the Petitioner's requested relief should not be granted.

BY THE COURT


PJ.

FILED

014:0037
SEP 01 2011

William A. Shaw
Prothonotary/Clerk of Courts

100
Atty Lavelle

616

111

FILED

SEP 01 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/1/11

☒ You are responsible for serving all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other
____ Defendant(s) ____ Defendant(s) Attorney
____ Special Instructions:

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

No. 1563-2004 CD

Respondent

TYPE OF CASE: **Civil Action**

v.

JOHN M. MONTI

TYPE OF PLEADING:

Petition to Open Judgment

Petitioner

FILED ON BEHALF OF:
Petitioner

FILED BY:

Patrick Lavelle, Esq.
PA. ID # 85537
25 East Park Ave.
Suite #2
DuBois, PA. 15801
(814) 371-2232

FILED

100
0125684
AUG 31 2011
Att'y Lavelle
S
William A. Shaw
Scribbler/Clerk of Courts
6K

#110

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

No. 1563-2004 CD

Respondent
v.

JOHN M. MONTI

Petitioner

PETITION TO OPEN JUDGMENT

AND NOW comes the Petitioner, JOHN M. MONTI, by and through his attorney, PATRICK LAVELLE, ESQ., and files the within stated Petition to Open Judgment, the facts in support of which are set forth as follows:

1. A divorce action was filed in October of 2004 in this matter.
 2. Per Court Order dated March 30, 2009, the Court adopted the recommendation of the Divorce Master in which Petitioner was awarded a 2003 Chevrolet Z06 Corvette and a Steinway Special Edition Grand Piano, amongst other marital assets.
 3. Petitioner subsequently filed an appeal in April of 2009.
- In May of 2009, the Clearfield County Court of Common Pleas issued an Order asking that the case be remanded in order to correct a mathematical error in favor of Petitioner, and to more fully address the increase in value of Respondent's pension during the marriage.

4. The Superior Court issued an Order on May 20, 2010, remanding the case to correct the errors previously acknowledged by the trial court.

The trial court issued an Order dated October 8, 2010, in which it corrected the errors on remand, and fully adopting all other terms and provisions of the Report and Recommendations issued by the Divorce Master and adopted by the Court in its prior Order.

5. A second appeal was filed with the Superior Court in November of 2010, which was subsequently dismissed.

6. During the time period in which the second appeal was pending, Counsel for Respondent filed a Petition for Emergency Relief with the Court.

7. Per Court Order dated February 18, 2011, Respondent was granted the right to enter the marital residence in order to take possession of the 2003 Chevrolet Z06 Corvette titled in Defendant's name and the Steinway Special Edition Grand Piano, for the ***sole purpose of storing*** the same at a safe location pending the resolution of issues on appeal.

8. Respondent has continued to maintain exclusive use and control of both the Corvette and Grand Piano, since February of 2011, items that were originally granted to Petitioner in the Master's Report and Recommendation.

9. Per the Report and Recommendation of the Divorce Master, the Grand Piano had an estimated value of \$61,900, and there was no equity claimed in the Corvette as the liability exceeded the value.

10. Since the Report and Recommendation of the Divorce Master, the liability owed on the Corvette has been satisfied by the Petitioner.

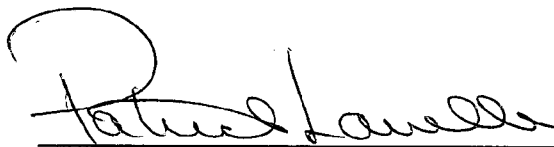
11. Petitioner received a toll booth charge from Denver, Colorado from the license plate assigned to the Corvette, suggesting that Respondent did not keep the vehicle in safe storage as Ordered by this Court.

12. Petitioner believes that both the Grand Piano and the Corvette are now at the residence of Respondent in Colorado, and for all intents and purposes the Respondent has converted them to her own exclusive use.

13. Petitioner requests that the Court open the Judgment, amend its original order to award the Corvette and Grand Piano to the respondent, and deduct the present value of the Corvette and the calculated value of the Grand Piano from the amount owed by Petitioner to Respondent.

WHEREFORE, Petitioner requests that this Honorable Court open the Judgment in this case, and recalculate the total amount due to Respondent to reflect the possession of the Grand Piano and Corvette by the Respondent, which items were granted to Petitioner per the Report and Finding of the Divorce Master as adopted by the Court, and to award any other relief that the Court finds appropriate and equitable in this matter.

RESPECTFULLY SUBMITTED

A handwritten signature in black ink, appearing to read "Patrick Lavelle", written over a horizontal line.

Patrick Lavelle, Esq.
Counsel for the Petitioner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

No. 544-2010 CD

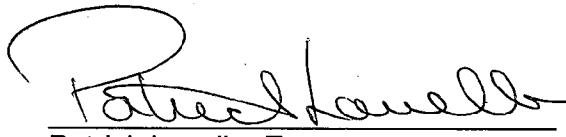
Respondent
v.

JOHN M. MONTH
Petitioner

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 30th day of August, 2011, I served a copy of the foregoing Petition to Open Judgment, by mailing same via first class mail, postage prepaid to the following:

Toni M. Cherry
Gleason, Cherry and Cherry LLP
PO Box 505
DuBois, PA. 15801


Patrick Lavelle, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI

No. 1563-2004 CD

Respondent

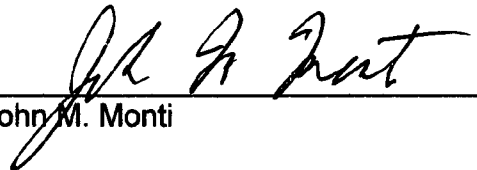
v.

JOHN M. MONTI

Petitioner

VERIFICATION

I, John M. Monti, do hereby verify that all of the foregoing facts set forth in the Petition to Open Judgment are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. § 4904 (*Unsworn Falsification to Authorities*).



John M. Monti

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

No. 1563-2004 CD

ANNE E. MONTI

Respondent

v.

JOHN M. MONTI

Petitioner

VERIFICATION

I, John M. Monti, do hereby verify that all of the foregoing facts set forth in the

Petition to Open Judgment are true and correct to the best of my knowledge,

information and belief. Further, I make this verification with knowledge and

understanding of the provisions of 18 Pa. C.S.A. § 4904 (Unsworn Falsification to

Authorities).

John M. Monti

FILED
AUG 31 2011

William A. Shaw
Prothonotary/Clerk of Courts

ANNE E. MONTI,

Appellee

v.

JOHN M. MONTI,

Appellant

IN THE SUPERIOR COURT OF
PENNSYLVANIA

FILED

MT 14084
AUG 11 2011 6K

William A. Shaw
Prothonotary/Clerk of Courts

No. 1766 WDA 2010

Appeal from the Order entered October 8, 2010, in the Court of Common
Pleas of Clearfield County, Civil Division, at No. 2004-1563-CD.

BEFORE: BOWES, ALLEN, and MUNDY, JJ.

MEMORANDUM:

FILED: JUNE 28, 2011

John M. Monti ("Husband") appeals from the order of court effectuating equitable distribution of the parties' marital property and awarding alimony to Anne E. Monti ("Wife"). We affirm.

The parties married in May of 1997 and separated in August of 2004. It was the second marriage for both, and no children were born of the marriage. Wife filed for divorce in October of 2004, and raised claims seeking, *inter alia*, alimony *pendente lite*, permanent alimony, equitable distribution, and attorneys fees. In a consent order dated December 22, 2004, Husband was granted sole possession of the marital residence. Both parties filed notices of consent to the divorce.¹ Thereafter, a master was

¹ The parties were divorced by decree dated March 30, 2009.

it deem[ed] appropriate." **Id.** We further stated that "[t]he trial court's order on remand shall constitute a new final order pursuant to Pa.R.A.P. 341 from which either party may appeal." **Id.**

Following remand, the trial court filed an opinion and order on October 8, 2010 in which it amended the master's report to reflect the proper monetary award to Wife and more fully discussed the increase in value of Wife's pension. Husband filed this timely appeal. The trial court did not require Rule 1925 compliance.

Husband raises the following issues on appeal:

- I. WHETHER THE [TRIAL] COURT ABUSED ITS DISCRETION AND DEVIATED FROM THE STATUTE IN THE ANALYZATION [SIC] AND DISTRIBUTION OF ASSETS WHEN ERRONEOUS VALUATIONS OF ASSETS AND DEBT WERE APPLIED?
- II. WHETHER THE [TRIAL COURT] COMMITTED AN ERROR OF LAW IN AWARDING WIFE ALIMONY IN ADDITION TO THE DISTRIBUTION?

Husband's Brief at 6.

A trial court has broad discretion when fashioning an award of equitable distribution. **Dalrymple v. Kilishek**, 920 A.2d 1275, 1280 (Pa. Super. 2007). Our standard of review when assessing the propriety of an order effectuating the equitable distribution of marital property is "whether the trial court abused its discretion by a misapplication of the law or failure to follow proper legal procedure." **Smith v. Smith**, 904 A.2d 15, 19 (Pa. Super. 2006) (citation omitted). We do not lightly find an abuse of

With regard to the valuation of marital assets for the purposes of equitable distribution, this Court has summarized:

The Divorce Code does not contain a specific method for valuing assets. The trial court must exercise its discretion and rely on the estimates, inventories, records of purchase prices, and appraisals submitted by the parties. **See *Smith v. Smith***, 439 Pa.Super. 283, 653 A.2d 1259 (1995). The court is free to accept all, none, or portions of the testimony regarding the true and correct value of the property. **See *Aletto v. Aletto***, 371 Pa.Super. 230, 537 A.2d 1383 (1988). Additionally, the court may reject evidence offered by both parties in favor of its own valuation method. **See *Fitzpatrick v. Fitzpatrick***, 377 Pa.Super. 268, 547 A.2d 362 (1988).

Verholek v. Verholek, 741 A.2d 792, 796 (Pa. Super. 1999).

At the master's hearing, the parties presented different values for the various marital assets via their testimony and supporting documents. Based upon this evidence, the master assigned a value to each marital asset. Husband complains that the master and trial court "solely adopted values presented by Wife even though [Husband] submitted substantial evidence that they were clearly erroneous." Husband's Brief at 23. As noted above, the master and/or trial court was free to accept all, none, or a portion of the evidence and testimony. ***Verholek, supra***. With this issue, Husband essentially challenges the credibility assigned to the testimony and supporting documents by the master and/or trial court. We may not disturb such determinations on appeal. ***Anzalone, supra***.

Husband's claim regarding the assignment of the marital debt is meritless for this same reason. In his report, the master stated:

person who is unable to support herself through appropriate employment are met." **Miller v. Miller**, 744 A.2d 778, 788 (Pa. Super. 1999) (citation omitted).

"Alimony is based upon reasonable needs in accordance with the lifestyle and standard of living established by the parties during the marriage, as well as the payor's ability to pay." **Teodorski**, 857 A.2d at 200 (citation omitted). An award of alimony may be reversed where there is an apparent abuse of discretion or there is insufficient evidence to support the award. **Jayne v. Jayne**, 663 A.2d 169 (Pa. Super. 1995).

In his report, the master recognized the seventeen statutory factors that are to be considered when deciding whether an alimony award is warranted. He then discussed the statutory factors applicable to the parties' case and determined that the parties' disparity in income, Wife's age and health concerns, Wife's inability to maintain the standard of living the parties enjoyed during their marriage, and Wife's testimony that she needs continued support from Husband to meet her basic needs, all warranted an award of alimony. Husband argues that Wife's "assertions of poor health were unsupported" and her "resume suggests that her qualifications deem a higher earning capacity," Husband's Brief at 10-11. Once again, the weight assigned to the testimony of the parties was within the exclusive province of the master and/or trial court. Because their decision to award Wife two

years of alimony is supported by the record, we have no basis to disturb the alimony award. ***Jayne, supra.***

Within his argument concerning the alimony award, Husband also challenges the award of counsel fees to Wife. As Husband did not raise this issue in his statement of questions involved on appeal, it is waived and we will not consider the claim further. ***See generally*** Pa.R.A.P. 2116(a).

Order affirmed.

Judgment Entered:

Eleanor K. Valecko

Deputy Prothonotary

DATE: June 28, 2011

FILED

AUG 11 2011

William A. Shaw
Prothonotary/Clerk of Courts



Superior Court of Pennsylvania

Western District

Karen Reid Bramblett, Esq.
Prothonotary
Eleanor R. Valecko
Deputy Prothonotary

310 Grant Street, Suite 600
Pittsburgh, PA 15219-2297
(412) 565-7592
www.superior.court.state.pa.us

04-1563-CD

CERTIFICATE OF REMITTAL/REMAND OF RECORD

TO: Mr. Shaw
Prothonotary

RE: Monti, A. v. Monti, J.
1766 WDA 2010
Trial Court: Clearfield County Court of Common Pleas
Trial Court Docket No: 2004-1563-CD

FILED

AUG 11 2011

William A. Shaw
Prothonotary/Clerk of Courts

Annexed hereto pursuant to Pennsylvania Rules of Appellate Procedure 2571 and 2572 is the entire record for the above matter.

Original Record contents:

Item	Filed Date	Description
Record	December 29, 2010	3 Parts
Transcripts	December 29, 2010	2
Exhibits	December 29, 2010	1 Set

Additional Item(s): Along with Superior Court Memorandum dated June 28, 2011.

Remand/Remittal Date: 08/09/2011

ORIGINAL RECIPIENT ONLY - Please acknowledge receipt by signing, dating, and returning the enclosed copy of this certificate to our office. Copy recipients (noted below) need not acknowledge receipt.

Very truly yours,

Eleanor R. Valecko

Eleanor R. Valecko
Deputy Prothonotary

/tdt

Enclosure

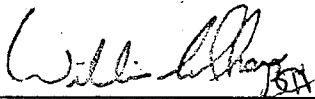
cc: The Honorable Fredric J. Ammerman, President Judge
Toni M. Cherry, Esq.
John M Monti

#108

Monti, A. v. Monti, J.
1766 WDA 2010

Letter to: Mr. William A. Shaw

Acknowledgement of Certificate of Remittal/Remand of Record (to be returned):



Signature

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan, 2014
Clearfield Co., Clearfield, PA

8/11/11

Date

Printed Name

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

ANNE E. MONTI, nka ANNE E. MATHISON
Plaintiff

vs.

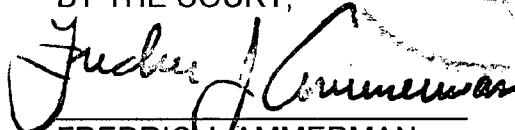
JOHN M. MONTI,
Defendant

NO. 04-1563-CD

ORDER

AND NOW, this 14th day of July, 2011, in consideration of the Superior Court's memorandum decision dated June 28, 2011 filed to No. 1766 WDA 2010 wherein the Superior Court affirmed the decisions of the Court of Common Pleas, it is the ORDER of this Court that the Defendant's pro se Petition for Civil Contempt filed April 4, 2011 be and is hereby DISMISSED as moot.

BY THE COURT,


FREDRICK AMMERMAN
President Judge

FILED

William A. Shaw
Prothonotary/Clerk of Courts

Subois, PA 15801

#107

FILED

JUL 18 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/18/11

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

No. 04 - 1563 C.D.

FILED

MAY 11 2011

0/3:40
William A. Shaw
Prothonotary/Clerk of Courts

I came to
DEFENDANT
with motion
I came to H&A

JUDGMENT

AND NOW, this 11th day of May, 2011, judgment is entered in favor of the Plaintiff and against the Defendant, JOHN M. MONTI, on the Decision entered by the Court on March 10, 2011, allowing Plaintiff to enter Judgment on the award issued October 8, 2010, for Defendant's failure to file a Petition for Supersedeas and to immediately execute thereon, in the sum of ONE HUNDRED THIRTEEN THOUSAND NINE HUNDRED TWELVE DOLLARS (\$113,912.00), being the principal sum in equitable distribution, together with Six Percent (6%) interest from December 7, 2010, as directed by the Court therein and the sum of SEVEN THOUSAND TWO HUNDRED TEN DOLLARS (\$7,210.00) in attorney's fees plus Six Percent (6%) interest thereon from February 7, 2011, as directed by the Court for the total sum of ONE HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS and SEVENTY-FOUR CENTS (\$124,155.74).



Prothonotary

#106

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

No. 04 - 1563 C.D.

FILED

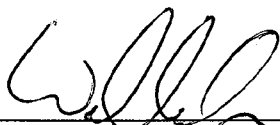
MAY 11 2011

0/3:40(J)
William A. Shaw
Prothonotary/Clerk of Courts

1 sent to
DEFENDANT
w/NOTICE
4 sent to AGOR

JUDGMENT

AND NOW, this 11th day of May, 2011, judgment is entered in favor of the Plaintiff and against the Defendant, JOHN M. MONTI, on the Decision entered by the Court on March 10, 2011, allowing Plaintiff to enter Judgment on the award issued October 8, 2010, for Defendant's failure to file a Petition for Supersedeas and to immediately execute thereon, in the sum of ONE HUNDRED THIRTEEN THOUSAND NINE HUNDRED TWELVE DOLLARS (\$113,912.00), being the principal sum in equitable distribution, together with Six Percent (6%) interest from December 7, 2010, as directed by the Court therein and the sum of SEVEN THOUSAND TWO HUNDRED TEN DOLLARS (\$7,210.00) in attorney's fees plus Six Percent (6%) interest thereon from February 7, 2011, as directed by the Court for the total sum of ONE HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS and SEVENTY-FOUR CENTS (\$124,155.74).



Prothonotary

#106

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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No. 04 - 1563 C.D.

ASSESSMENT OF DAMAGES

Damages are assessed on the Judgment in this Action in accordance with the terms of
said Order as follows:

Amount of Equitable Distribution	\$113,912.00
Interest at the rate of 6% from December 7, 2010	2,921.88
Amount of Attorney's Fees awarded by the Court	7,210.00
Plus 6% interest thereon from February 7, 2011	<u>111.86</u>

Real Debt \$124,155.74

By


Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

OFFICE OF THE PROTHONOTARY

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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No. 04 - 1563 C.D.

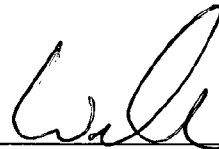
TO: JOHN M. MONTI
973 Treasure Lake
DuBois, PA 15801

NOTICE

Pursuant to Rule 236, you are hereby notified that a Judgment has been entered on the Decision entered on March 10, 2011, in the above-entitled proceeding in the amount of ONE HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS and SEVENTY-FOUR CENTS (\$124,155.74) and a copy thereof is enclosed.

Dated: May 11, 2011

By



Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FILED

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

: No. 04 - 1563 C.D.

:

: Type of Case: DIVORCE

:

: Type of Pleading: PRAECIPE FOR ENTRY
OF JUDGMENT

:

: Filed on Behalf of: ANNE E. MONTI,
Plaintiff

:

: Counsel of Record for this Party:

:

: TONI M. CHERRY, ESQ.

: Supreme Court No.: 30205

:

: GLEASON, CHERRY AND CHERRY, L.L.P.

: Attorneys at Law

: P. O. Box 505

: One North Franklin Street

: DuBois, PA 15801

:

: (814) 371-5800

MAY 11 2011

0/3:35

William A. Shaw
Prothonotary/Clerk of Courts
Clerk to the Court

#105

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

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

:
:
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No. 04 - 1563 C.D.

PRAECIPE FOR ENTRY OF JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY

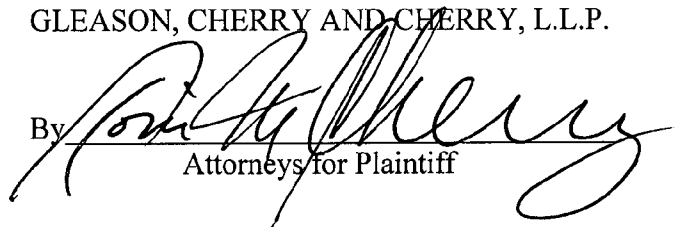
Sir:

Please enter judgment in favor of the Plaintiff and against the Defendant on the attached Decision entered by the Court on March 10, 2011, allowing Plaintiff to enter Judgment on the award issued October 8, 2010, for Defendant's failure to file a Petition for Supersedeas and to immediately execute thereon for collection of the amount due Plaintiff under the Order of October 8, 2010.

Respectfully Submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By



Attorneys for Plaintiff

Date: May 11, 2011

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 2004-1563-CD

OPINION

On December 29, 2010, Anne E. Monti (hereinafter "Plaintiff") filed a Petition for Civil Contempt for Disobedience of the Order of October 8, 2010, against John M. Monti (hereinafter "Defendant"). Specifically, Plaintiff alleged Defendant failed to make distributions to Plaintiff of all monies owed to her in this Court's equitable distribution order. Defendant appealed said Order and alleges a Supersedeas Order, dated May 15, 2009, relieves him of his obligations to pay pending appeal. Plaintiff responds the supersedeas was issued in response to Defendant's original appeal of this Court's March 30, 2009, Order, and terminated upon the Superior Court's remand of the matter. Alternatively, should the Court find the supersedeas is still in effect, Plaintiff points out Defendant never fulfilled his obligation of posting the security ordered therein.

A hearing on the petition in this contemptuous divorce proceeding was (perhaps fittingly) held on February 14, 2011. Both parties were ordered to submit briefs, addressing the issue of the validity of the supersedeas to the present appeal. Having timely received the briefs, this matter is now ripe for decision.

As an initial matter, this Court addresses Defendant's argument that a supersedeas is automatically provided for pursuant to Rule 1731(a) of the Pennsylvania Rules of Appellate Procedure. Therefore, whether or not Defendant filed an application for a supersedeas makes no difference because, in Defendant's opinion, he was not required to do so. The Court

disagrees. Subdivision (a) of Rule 1731 is inapplicable because this case involves an appeal of a domestic relations matter, which is governed by subdivision (b) of the same rule. *See* Pa. R.A.P. 1731(a) (“Except as provided by subdivision (b) ...”). Subdivision (b) provides: “An appeal from an order of child support, spousal support, alimony, alimony pendent lite, equitable distribution or counsel fees and costs *shall operate as a supersedeas only upon application to and order of the trial court and the filing of security* as required by subdivision (a).” Pa. R.A.P. 1731(b) (emphasis added). This case clearly involves the latter; thus, Defendant was required to file an application for supersedeas with the Court.¹

Next, Defendant contends he is not required to reapply for a supersedeas because the supersedeas order from his first appeal remains in effect. Again, the Court cannot agree. This Court’s Order of May 15, 2009, expressly provided that Defendant’s request for supersedeas *pending appeal* was granted. In his application for supersedeas, Defendant, then represented by counsel, requested an order staying distribution and alimony “pending the determination of the appeal.” See prayer for relief, Application for Supercedeas [sic] by Defendant, John M. Monti, Pending Appeal. The appeal therein referenced was Defendant’s appeal of this Court’s March 30, 2009, Order. Defendant filed said appeal on April 28, 2009. The Superior Court issued its order on July 6, 2010, vacating this Court’s order, remanding it with instructions to correct a typographical error, and relinquishing jurisdiction. Therefore, the supersedeas ended and Defendant was required to re-apply for a supersedeas pursuant to Pa. R.A.P. 1731(b) if he wanted to avoid his monetary obligations pending appeal. He failed to do so.

¹ Plaintiff incorrectly applies subdivision (a) as well, alleging the Court must order security in the amount of 120 percent of the amount due. As explained, subdivision (a) is inapplicable since this case involves a domestic relations matter. While it is true that subdivision (b) refers to subdivision (a), it does so only to explain the procedure for filing security once an application for supersedeas is made and approved. Subdivision (b) clearly states “[t]he amount and terms of security shall be within the discretion of the trial court.” Pa. R.A.P. 1731(b). *See also Cruse v. Cruse*, 737 A.2d 771, 774 (Pa. Super. 1999) (“[T]rial court clearly has discretion as to the amount and terms of the security.”).

Even if the Court were to find the supersedeas was still in effect, the Court notes Defendant never filed the court-ordered security. He maintains his then-attorney attempted to comply and counsel for Plaintiff failed to take action, but this does not excuse Defendant's obligation. The fact remains Defendant did not post *any* security, which would have entitled him to the supersedeas. Defendant's argument that Plaintiff's counsel should have entered judgment is mistaken. The burden to insure complete compliance with the Court's Order was on the Defendant.

He also failed to comply with the terms of the October 8, 2010, Order, by making the required dispositions. As explained above, Defendant's supersedeas did not extend beyond his first appeal and provide protection pending this current second appeal. As a result, he was required to comply with the Court's Order, regardless of his pending appeal. He did not and is in contempt.

Plaintiff seeks payment in an amount of \$132,628.78, which includes the \$113,912 originally ordered, \$7,210 in attorney's fees, plus six percent interest on both from July 29, 2009. The Court agrees interest is due, but disagrees as to when said interest begins to accrue. Plaintiff alleges it begins to accrue within 120 days from the filing of the Master's Report, which was issued on February 13, 2009.² The Master's Report, though, is virtually meaningless until it is adopted by this Court. This Court dismissed Defendant's exceptions and adopted the report on March 30, 2009. That order was appealed and subsequently vacated. On remand, this Court issued a new order, correcting the error in calculation and adopting the report, on October 8, 2010. Pursuant to the report and order, Defendant would have been

² Plaintiff realizes the suggested date of July 29, 2009, is actually later than the 120 days, but seems to suggest this later date is a concession she is willing to make.

required to pay \$113,912 to Plaintiff within sixty (60) days of the Court's Order, not the date of the master's report, which had no effect until adopted by the Court. Consequently, interest would begin to accrue as of December 7, 2010. Attorney's fees were due within 120 days of the Order, not master's report. Thus, interest on the \$7,210 ordered in attorney's fees would not begin to accrue until February 7, 2011.³

Based on the foregoing, the Court enters the following:

ORDER

NOW, this 10th day of March, 2011, following hearing and upon consideration of the parties' briefs, the Court finds as follows:

1. The Court's Order of May 15, 2009, granting Defendant a supersedeas expired upon completion of Defendant's original appeal, and thus is no longer in effect.
2. Defendant, having failed to reapply for a supersedeas when he perfected his second appeal, was required to comply with this Court's Order of October 8, 2010.
3. Defendant is in contempt for failing to comply with the October 8, 2010, Order.
4. Defendant is hereby ORDERED to comply with the October 8, 2010, Order, which includes payment of \$113,912 (principal sum in equitable distribution) plus six percent interest from December 7, 2010, and \$7,210 (attorney's fees) plus six percent interest from February 7, 2011, within 60 days of the date of this Order. Said interest will continue to accrue until payment is made.
5. Failure to make required payment within the allotted time shall entitle Plaintiff to enter judgment against Defendant in said amounts and to execute upon judgment with all costs of execution to be paid by Defendant.

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 10 2011

Attest:

William B. R...
Prothonotary/
Clerk of Courts

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

³ The Court uses Monday, February 7, 2011, as the date because otherwise the deadline would have fallen on a weekend.

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

ANNE E. MONTI,	:	
Plaintiff	:	
	:	
vs.	:	No. 04 - 1563 C.D.
	:	
JOHN M. MONTI,	:	
Defendant	:	

CERTIFICATE OF MAILING
OF PRAECIPE FOR ENTRY OF JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY

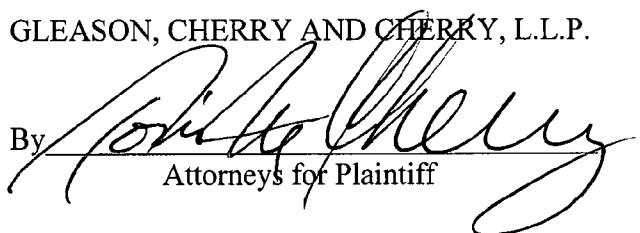
Sir:

The undersigned attorney for the above-captioned Plaintiff, Anne E. Monti, certifies pursuant to Pa.R.C.P. 237 that on May 11, 2011, a true and correct copy of the attached Praecipe for Entry of Judgment was mailed by first-class mail, postage prepaid, to JOHN M. MONTI, Defendant above named, who appeared *pro se* in the above-captioned case, at his last known address of record at 973 Treasure Lake, DuBois, Pennsylvania 15801.

Respectfully Submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff

Date: May 11, 2011

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

ANNE E. MONTI, nka ANNE E. MATHISON
Plaintiff

vs.

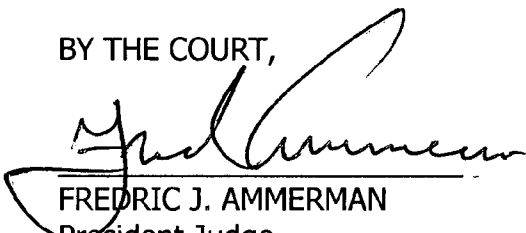
JOHN M. MONTI,
Defendant

NO. 04-1563-CD

ORDER

AND NOW, this 19th day of April, 2011, the Court being in receipt of the Defendant's pro se "Petition for Court's Reconsideration Regarding Court Order Dated March 10, 2011 and Compliance of Such Order" and following review of the same; it is the ORDER of this Court that said Petition be and is hereby DENIED.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

9/9/15/01
APR 20 2011

William A. Shaw
Prothonotary/Clerk of Courts

2cc Atty T. Cherry

1cc Def-

973 Treasure Lake
DuBois, PA 15801

6/12

#104

FILED

APR 20 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/20/11

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

FILED

APR 14 2011

William A. Shaw
Prothonotary/Clerk of Courts

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DAN

Type of Action: DIVORCE

Type of Pleading: PETITION FOR COURT'S
RECONSIDERATION REGARDING COURT
ORDER DATED MARCH 10, 2011 AND
COMPLIANCE OF SUCH ORDER

Filed on Behalf of: JOHN M. MONTI
Defendant/Petitioner

Counsel of Record for this Party:

Pro Se
John M. Monti
973 Treasure Lake
Du Bois, PA 15801
814-591-1925

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

ANNE E MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

**PETITION FOR COURT'S RECONSIDERATION REGARDING COURT
ORDER DATED MARCH 10, 2011 AND COMPLIANCE OF SUCH ORDER**

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

AND NOW, comes the Defendant, JOHN M. MONTI, by Pro Se and respectfully represents:

1. That on March 10, 2011 a court order, regarding Supersedeas and court order dated October 8, 2011, was issued.

2. That Defendant was unaware of any such order and never was served, as the Prothonotary's office mailed the order to a PO Box in Galveston, TX and not the proper address as directed by the Defendant. (see attached fax)

3. That Defendant in the presence of the court on April 13, 2011 and by direction of your Honorable Judge Ammerman, secured a first look at the order by acquiring the same from the Prothonotary's office.

4. That Defendant receiving the order thirty three (33) days after the issued date cannot meet the deadline for filing a Reconsideration Petition within the allotted fourteen days.

5. That Defendant requests proper accounting under such order.

WHEREFORE, Defendant, JOHN M. MONTI, respectfully requests Your Honorable Court to accept this Petition for Reconsideration and further directing the following:

a) Due to the late notification, the Defendant requests an additional thirty (30) days to comply with the order, dated March 10, 2011.

b) That Defendant, in compliance with the order and as part of the record (record attached) is credited as follows:

i) \$61,990 for the Steinway Piano. The Plaintiff has been awarded possession by the court and conceded by the Defendant. This amount to be deducted from the ordered \$113,912 leaving a balance of \$51,922 and,

ii) \$50,000 for the 2003 Corvette. The Plaintiff has been awarded possession by the court and conceded by the Defendant. This amount to be deducted from the balance of \$51,922, leaving a balance of \$1922.

iii) That the 6% interest is applied to the sum of \$113,912 from December 7, 2010 to February 18, 2011, the date Plaintiff took possession of the Steinway Piano and 2003 Corvette.

iv) That the 6% interest is applied to the balance sum of \$1922 until paid

v) That the 6% interest is applied to the attorney fees of \$7210 from February 7, 2011 until paid.

c) In accordance with the order October 8, 2010 and so referencing order dated March 30, 2009, the Plaintiff has sixty (60) days to exchange any titles, deeds or other documents necessary to transfer ownership. Specifically the deeds to all Real Estate properties.

d) That Defendant's Appeal to the Superior Court is still pending..

Respectfully submitted,


JOHN M. MONTI

VERIFICATION

I, John M. Monti, Petitioner, verify that the information provided in this Petition is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

 Date: 4/14/2011
John M. Monti

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

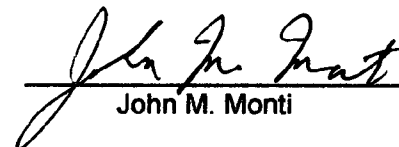
CERTIFICATION OF SERVICE

I hereby certify that on this 14th day of April, 2011, a true and correct copy of the Petition For Court's Reconsideration Regarding Court Order Dated March 10, 2011 And Compliance Of Such Order, was served as follows:

By mailing the same by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office in Du Bois, Pennsylvania addressed to:

Ms. Toni M. Cherry
Attorney At Law
One North Franklin Street
Du Bois, PA 15801

April 14, 2011


John M. Monti

Fax

To: Doris

From: John M. Monti

Fax: 814-765-7649

Pages: Only this cover

Phone:

Date: 3/7/11

Re: All future communications

cc: Toni Cherry

☒ **Urgent**

☐ **For Review**

☐ **Please Comment**

☐ **Please Reply**

☐ **Please Recycle**

• **Comments:**

This fax is to inform your Honorable Judge Ammerman that, in preparation for my return to Du Bois, I have stopped the temporary forwarding of my mail from 973 Treasure Lake, Du Bois, PA 15801 to Galveston, TX. This does not change my arrival in Du Bois, scheduled for April 3rd. Please direct all communications as follows:

Mail: John M. Monti, 973 Treasure Lake, Du Bois, PA 15801

Email: jmmonti@verizon.net

Phone Work: 814-375-6028

Phone Cell: 814-591-1925

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 04-1563-CD

ORDER

NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by Defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED.

It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows:

1. The Master's findings of fact, conclusions of law and schedules are adopted herein as though set forth in full.
2. Based on the economic analysis which is more fully defined on "Schedule C Recapitulation" the following distribution of marital assets is ordered:
 - a. Husband shall receive the marital residence located at 973 Treasure Lake, DuBois, Pennsylvania. Husband shall also receive the renal properties located at 511 and 511 ½ Pifer Street, DuBois, Pennsylvania and the unit located at 201 N. 5th Street, Reynoldsville, Pennsylvania. Wife's execution and exchange of any titles, deeds or other documents

necessary to complete the transfer of ownership to Husband of the property shall be effectuated within 60 days of this Order.

b. Both parties shall keep all of the personal marital property currently in his or her possession as is more fully described in "Schedule A Marital Assets." If necessary the execution and exchange of any titles or other documents required to transfer ownership interest in any personal property to the assigned owner shall be effectuated within 60 days of this Order.

c. Wife shall receive the assets as outlined in Schedule A, attached hereto.

d. Husband shall receive the assets as outlined in Schedule A, attached hereto.

e. Husband shall assume the designated marital liabilities as set forth in Schedule B.

3. Husband is directed to pay the sum of \$1,080.00 per month in alimony to Wife for a period of two (2) years with the first payment being the first day of the first month following the date of this Order. Payments are to be made to and received by, the Clearfield County Domestic Relations Section.

4. Husband shall pay Wife's counsel fees within no more than 120 days of the date of this Order. Said payment is to be made payable to the law firm of Gleason, Cherry and Cherry, LLP by certified check or money order.

5. The certain items of non-marital property shall be awarded to each party as designated on Schedule D.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

*Heretofore, I have said to be a true
and correct copy of the original
statement filed in this case.*

MAR 11 2009

Affect.

William H.
Prothonotary/
Clerk of Courts

200

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 04-1563-CD

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 08 2010

OPINION and ORDER

Attest.

William R. Brown
Prothonotary/
Clerk of Courts

This matter is presently before the Court on economic and related claims to the parties' divorce action filed at the above-captioned number. The parties were married in May, 1997 and separated in August, 2004. Wife filed for divorce in October, 2004 and raised claims seeking the award of Alimony Pendente Lite, permanent alimony, equitable distribution and attorney's costs and fees. By Order of Court dated December 22, 2004, Husband was granted sole possession of the marital residence.

A Master's hearing was held on November 15 and 16, 2007. During the Master's hearing Wife was represented by Toni M. Cherry, Esquire and husband proceeded pro se. During the Master's hearing the parties stipulated to the entry of the Divorce Decree concurrently with the issuance of the Master's Report and Recommendation and the parties executed and filed Affidavits of Consent with the Court. The Master in Divorce issued his opinion and recommendation to the Court on February 13, 2009. By Order of March 30, 2009 this Court adopted the Master's Report and Recommendations.

Husband filed a timely Notice of Appeal on April 28, 2009 appealing this matter to the Superior Court. On May 20, 2009 this Court issued an Order requesting that the case be remanded for the correction of the following two errors: 1) to correct a substantial mathematical error in favor of Wife and 2) to more fully address the increase in value of Wife's pension during the marriage.

230

The Pennsylvania Superior Court issued an Order filed May 20, 2010 to Docket No. 718 WDA 2009 in which that Court remanded the case to the trial Court to correct the errors identified in the Opinion and Order dated May 20, 2009 and make any other modifications deemed appropriate.

1. Mathematical error in favor of Wife

Both Husband and Wife agree that Schedule C, which was attached to the Master's report, contained a substantial mathematical error in favor of Wife. In the Master's recommendation the Master recommended that Wife receive 65% of the net value of the marital assets listed on Schedule A and Husband receive 35% of said value. The Master calculated Wife's share of the 65% to be \$128,008.00. Schedule C of the Master's report listed assets that were to be distributed in kind to Wife. The Master should have subtracted the assets distributed in kind to Wife totaling \$14,096.00 from Wife's 65% share of the net marital assets of \$128,008.00, which would have produced a balance owing from Husband to Wife of \$113,912.00. The Master incorrectly listed the amount due to Wife on Schedule C as \$168,746.00. Both Husband and Wife acknowledge that this is obviously an incorrect calculation set forth on Schedule C. Given this obvious mathematical error, Schedule C should be amended to reflect the subtraction of the assets distributed in kind to Wife from Wife's 65% share which would equal cash owing from Husband to Wife in the amount of \$113,912.00.

2. Increase in value of Wife's retirement account during the marriage

In the Master's Report and Recommendation filed on February 13, 2009 the Master gave considerable consideration to the factors that are enumerated in 23 Pa.C.S. §3502(a). The Master considered the facts that were presented during the two

of the Master's hearing and the evidence that was presented by each party. Based on the facts and evidence the Master made his recommendation to the Court. The appellate courts have held that the weight given to the statutory factors depends on the facts of each case and is solely within the Court's discretion. *See Gaydos v. Gaydos*, 693 A.2d 1368, 1376 (Pa. Super. 1997).

In his consideration of the factors in this case the Master took into account that Husband had maintained control over the marital residence. Additionally, Husband was awarded the rental properties and the stream of income generated by said properties. The Master also considered the ages of the parties and their health and current stations in life and current employment and opportunities for employment in making his decision. Based on his consideration of the statutory factors, the relevant case law, and the particular circumstances of each of the parties hereto the Master deemed that it would be equitable to distribute the entire increase in value in Wife's TIAA/CREF retirement account to Wife. The primary objective of the Divorce Code 23 Pa.C.S.A. §3101, *et seq.* is to effectuate economic justice between the parties and achieve a fair and just determination and settlement of their property rights. *Isralsky v. Isralsky*, 824 A.2d 1178 (Pa. Super. 2003); 2003 Pa. Super. 162. Furthermore, in Pennsylvania it is not presumed that a property distribution should be equal, but rather equitable and in such proportions and in such manner as is deemed just after consideration of all relevant factors. *See* 23 Pa.C.S.A. §3502. It is clear in the present case the Master made a determination that in order to effectuate an equitable distribution it was necessary to distribute the entire increase in value of Wife's TIAA/CREF retirement fund to Wife. Based on the foregoing analysis and the factors considered therein, this Court

does not see any need to waiver from this distribution scheme as it aids in the equitable distribution of the assets between the parties.

Based on the foregoing the Court enters the following:

ORDER

AND NOW, this 8th day of October, 2010, it is the ORDER of this Court as follows:

1. Schedule C of the Master's Report of February 13, 2009 is hereby AMENDED to reflect that the balance owing from Husband to Wife is \$113,912.00. Said calculation is arrived at by taking Wife's portion of the net marital assets of \$128,008.00 minus the assets distributed in kind to Wife of \$14,096.00.
2. In all other respects, and based on the reasoning in the above Opinion in respect to the increase in value of Wife's pension, the Court fully adopts all of the other terms and provisions of the Report and Recommendations issued by the Master dated February 13, 2009.
3. Other than the correction for the mathematical error as set forth in paragraph 1 above, all other objections raised by the Defendant to the aforesaid Master's Report of February 13, 2009 are hereby DISMISSED.

BY THE COURT,

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge and I hereby certify this to be a true and attested copy of the original statement filed in this case.

OCT 08 2010

Attest.

William L. H.
Prothonotary
Clerk of Court

Schedule C Recapitulation

Total Assets	\$393,450.85
Total Liabilities	<u>-\$196,514.02</u>
Net Equity	\$196,936.83

65% to Wife = \$128,008.00 35% to Husband = \$68,928.00

65% of Net Equity to Wife:

2003 Monte Carlo SS Coupe	\$14,000.00
P. Buckley Moss - "The Way Home"	\$69.00
P. Buckley Moss - "Cherished Eve"	<u>\$27.50</u>
	\$14,096.50
Wife's Liabilities	\$0.00
	\$14,096.50
Net Equity to Wife	\$14,096.00

35% of Net Equity to Husband:

Husband's Assets:	
Marital Residence	\$174,500.00
Rentals (Pifer Street)	\$66,200.00
Rental (N. 5th Street)	\$35,900.00
Pontoon Boat	\$9,080.00
1996 Olds Aurora	\$200.00
Savings Account	\$13,591.35
Steinway Piano	\$61,990.00
Household Items	\$15,895.00
Camper & Lot	<u>\$2,000.00</u>
	\$379,356.35
Husband's Liabilities	<u>-\$196,514.02</u>
Net Equity to Husband	\$182,842.33

Amount due to Wife **\$168,746.00**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

No. 04 - 1563 C.D.

JOHN M. MONTI,

Defendant.

**PLAINTIFF'S BRIEF IN RESPONSE TO POST-TRIAL
ISSUES RAISED BY DEFENDANT**

History of the Case

This matter came before the Divorce Master of Clearfield County for disposition of the economic issues as a result of a Divorce Complaint filed on behalf of the Appellee, ANNE E. MONTI, on October 8, 2004. In addition to raising counts for divorce on grounds of adultery, indignities and irretrievable breakdown of the marital relationship, wife also raised claims for economic relief in the form of a request for equitable distribution; alimony pendente lite and permanent alimony; attorney's fees and costs.

Husband, JOHN M. MONTI, did not file a responsive pleading to wife's Divorce Complaint but did file a Petition for Special Relief requesting sole possession of the marital residence located in Treasure Lake, Clearfield County, Pennsylvania. The parties entered into a Consent Order on December 22, 2004, whereby sole possession of the marital residence was awarded to husband and he continues to reside in the marital residence with his paramour to this date. In addition, husband maintained sole control over the rental properties owned by the parties and reported all income and expenses thereon as well as depreciation therefrom on his

separate income tax returns throughout the period of the parties' separation. (R. 35a and husband's Exhibits H, I and J)

Wife was born on August 12, 1948, and is currently 62 years of age. (R. 4a) Husband was born in 1954 and is now 55 years of age. (R. 6a) The parties were married on May 8, 1997, in Seneca Falls, New York (R. 4a) when wife was almost 49 years of age and husband was nearly 43 years of age. They separated on August 6, 2004, when husband threw wife out of the marital residence telling her not to come back until she could show him a paycheck. (R. 147a) There were no children born of this marriage and it was the second for both parties.

Wife came into the marriage with \$50,000.00 in cash, a vehicle and a TIAA/CREF Retirement Plan worth \$62,639.25. (R. 6a and 39a) In addition, in 2001 she received an inheritance from her aunt in the amount of \$28,000.00. (R. 86a) The \$50,000.00 was used to purchase the marital residence in which husband currently resides and the \$28,000.00 was applied to the payment of marital bills.

Husband came into the marriage with a 1992 Estate Camper and a 1988 Plymouth Van. (p. 5 of husband's Separation and Property Settlement Agreement submitted post-trial as agreed by the parties, attached hereto as Appendix 1) He also had a piano that was sold to wife's son during the marriage for \$2,000.00 (R. 87a) as well as two Certificates of Deposit encumbered by loans giving him a net asset value of \$17,000.00 to which the parties stipulated.

In addition, husband was obligated to pay his first wife alimony in the amount of \$750.00 per month through July 1, 1998, and alimony in the amount of \$375.00 per month from August 1, 1998, through July 1, 2001. (See p. 2 of husband's Marriage Settlement Agreement attached hereto as Appendix 1.) Husband was further liable to pay the mortgage,

real estate taxes and insurance on the residence he conveyed to his former wife. (p. 3, Marriage Settlement Agreement - Appendix 1)

A Master's Hearing at which wife was represented by counsel and husband appeared *pro se* was held on November 15, 2007, and November 16, 2007. During the hearing, the parties stipulated to the entry of a Divorce Decree concurrently with the issuance of the Master's Report and Recommendation and both executed and filed Affidavits of Consent and Waivers.

Prior to the close of the hearing, the parties stipulated that the record was to be left open for wife to provide a current statement of the value of the TIAA/CREF Retirement Account she received from her former husband as part of the property settlement of her first divorce. Husband was to provide the marital value of the Whole Life Insurance Policy that he purchased immediately prior to the marriage because he had failed to disclose this asset and wife could not ascertain the value at trial. (R. 30a-31a) Finally, wife was to supply copies of all checkbook balances and cancelled checks necessary to support her allegation that the parties paid \$66,774.80 during the marriage to pay Mr. Monti's pre-marital debt to his first wife. (R. 158a) (See Appendix 2.)

The Master filed his Report and Recommendation on February 13, 2009, distributing the following marital assets in kind:

Schedule A - Marital Assets

	<u>Asset</u>	<u>Value</u>	<u>Distribution</u>
1	Marital residence 973 Treasure Lake, DuBois, PA Rental Property (2 units)	\$174,500.00	Husband
2	511 & 511-1/2 Pifer Street, DuBois, PA	\$ 66,200.00	Husband

	Rental Property		
3	201 N. 5th Street, Reynoldsville, PA	\$ 35,900.00	Husband
4	2003 Monte Carlo SS Coupe	\$ 14,000.00	Wife
5	2003 Chevrolet Z06 Corvette	No Equity present	Husband
6	1998 Sylvan Marine 820 Elite Pontoon Boat	\$ 9,080.00	Husband
7	1996 Oldsmobile Aurora Sedan	\$ 200.00	Husband
8	Husband's Personal Account	\$ 13,591.35	Husband
	Steinway Special Ed. Grand Piano, Serial No. 553075	\$ 61,990.00	Husband
9	Household goods & furnishings retained by Husband	\$ 15,895.00	Husband
10	P. Buckley Moss Art Print "The Way Home"	\$ 69.00	Wife
11	P. Buckley Moss Art Print "Cherished Eve"	\$ 27.50	Wife
12	Camper lot & camper	\$ 2,000.00	Husband
13	Total	\$393,452.85	

It is important for the Court to remember at this time that after Mr. Monti filed his appeal, he petitioned Your Honorable Court for special relief and requested that Mrs. Monti be forced to enter into another mortgage against the marital residence with him because he had lost his job. While under oath, Mr. Monti testified that the jointly-owned residence that the parties valued at \$174,500.00 at time of separation had been appraised for \$218,000.00. In addition, the 2003 Chevrolet Z06 Corvette that the Master determined had no equity value because it was fully liened had been paid off by Mr. Monti. At the Master's Hearing, wife testified that the Corvette was actually worth \$50,000.00. Consequently, Mr. Monti received an additional \$50,000.00 in marital assets given the value of the Corvette.

The Master also found that there were the following liabilities at time of hearing:

Schedule B - Liabilities

Responsible

IN THE SUPERIOR COURT OF PENNSYLVANIA

No. 1766 WDA 2010

ANNE E. MONTI,
Appellee

vs.

JOHN M. MONTI,
Appellant

BRIEF OF THE APPELLEE

**On Appeal from the Order dated October 8, 2010, in the Court of Common
Pleas of Clearfield County, Pennsylvania, to No. 04 - 1563 C.D.**

TONI M. CHERRY
PA Attorney I.D. No. 30205
GLEASON, CHERRY AND CHERRY, L.L.P.
Attorneys for Appellee
One North Franklin Street
P. O. Box 505
DuBois, PA 15801
(814) 371-5800

It is important to note that although the 2003 Chevrolet Z06 Corvette was listed as having no equity value, Wife testified that it was worth \$50,000.00 at time of separation but was completely liened. In further proceedings held before the trial court after issuance of the Master's Report and Recommendation, Husband testified that he had paid off the lien against the Corvette and, as a result, actually received an asset having a net equity of \$50,000.00 that was not accounted for in the distribution. In that same hearing, Husband advised the Court that he had since had the marital residence re-appraised and its new value was \$216,000.00, representing an increase in value of \$41,500.00 after the Master's Hearing that inured solely to the benefit of Husband. (see Transcript of hearing on Defendant's Petition for Special Relief held 2/10/09 and 3/02/09, Item Nos. 31 and 36 on the docket at R. 8a)

The Master also found that there were liabilities at time of hearing and assigned the responsibility for payment of the same as follows:

Schedule B - Liabilities

	<u>Description</u>	<u>Creditor</u>	<u>Responsible party</u>	<u>Value</u>
1	Treasure Lake Mortgage	PNC Bank	Husband	\$104,142.67
2	DuBois Rental Mortgage (511 & 511-1/2 Pifer Street)			
	First Mortgage	First Commonwealth Bank	Husband	\$ 27,097.32
	Second Mortgage	PNC Bank	Husband	\$ 37,293.67
3	Reynoldsville Rental (201 N. 5th Street)	PNC Bank	Husband	<u>\$ 27,980.36</u>
			Total	\$196,514.02

explained and reasons for why Husband has not been given credit or reimbursement for all of the bills he claims to have paid have been explained fully in the Report adopted by the trial court. While Your Honorable Court may have reached a different conclusion with those same set of facts, there is nothing in the Report adopted by the trial court or in Husband's argument to give rise to a conclusion that the trial court committed an error of law or abused its discretion in light of the entire distribution. Accordingly, Wife respectfully contends that Husband's appeal on this issue should be dismissed.

It is important to remember in the final analysis that the trial court had the benefit of additional evidence submitted by Husband himself in proceedings conducted by the trial court as a result of various petitions filed by Husband prior to the issuance of the final Order of October 8, 2010. In those proceedings, Husband readily admitted that he had had the marital residence appraised after the Master's Hearings were concluded and that the value of the same had increased approximately \$41,500.00 to the current value of \$216,000.00. Husband also testified that the Corvette valued at \$50,000.00 at time of trial but fully encumbered had been paid off and was now worth the \$50,000.00 to which Wife had testified. (see Transcript of hearing held 2/10/09 and 3/02/09, Docket Item Nos. 31 and 36) Thus, the trial court had more than enough evidence to satisfy itself that in addition to continuing to receive the stream of income from the rental properties, Husband was enjoying the benefit of the increase in the value of the marital residence as well as the increase in equity for the Corvette that he was not required to share with Wife.

Accordingly, Husband can show no abuse of discretion nor error of law on the part of the trial court that would warrant overturning the scheme of distribution directed by the court in its final Order of October 8, 2010.

and reasons for why Husband has not been given credit or reimbursement for all of

which claims to have paid have been explained fully in the Report adopted by the trial

in Wife's four Honorable Court may have reached a different conclusion with those same

and there is nothing in the Report adopted by the trial court or in Husband's argument to

show a conclusion that the trial court committed an error of law or abused its discretion in

its equitable distribution. Accordingly, Wife respectfully contends that Husband's appeal

should be dismissed.

Wife requests the court to determine in the final analysis that the trial court had the benefit of

all evidence submitted by Husband himself in proceedings conducted by the trial court

and various points raised by Husband prior to the issuance of the final Order of

the trial court. In the proceedings, Husband readily admitted that he had had the marital

assets appraised, that the appraisals were conducted and that the value of the same

was applied equally to the current value of \$216,000.00. Husband also

admitted that the Court valued at \$201,000.00 at time of trial but fully acknowledged that it

was not correct. (Exhibit 1) Exhibit 1 is a copy of the testimony of William A. Shaw, Esq.,
Prothonotary/Clerk of Courts, dated April 1, 2011.

Wife's Exhibit 1 is a copy of the testimony of William A. Shaw, Esq., dated April 1, 2011, in which he testified that the marital assets were valued at \$201,000.00 and \$202,000.00. (Exhibit 1) Exhibit 1 is a copy of the testimony of William A. Shaw, Esq., dated April 1, 2011.

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CA

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

ANNE E. MONTI, nka ANNE E. MATHISON
Plaintiff

vs.

JOHN M. MONTI,
Defendant

NO. 04-1563-CD

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ORDER

AND NOW, this 6th day of April, 2011, the Court being in receipt of the Defendant's pro se "Petition for Civil Contempt for Willfully Disobeying the Order of December 22, 2004 and Charges of Perjury" and following review of the same; it is the ORDER of this Court as follows:

1. Evidentiary hearing on the allegations of contempt relative the Plaintiff's entry into the former marital residence is hereby scheduled for the 13th day of April, 2011 at 10:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania;
2. Provisions of the pro se Petition relating to "charges of perjury" are hereby DISMISSED. There is no such thing as committing civil perjury. Any allegations of criminal perjury must be addressed by the appropriate law enforcement agency and the Clearfield County District Attorney;
3. The Court finds that the Defendant's request for Court approval of the issuance of a subpoena for the Plaintiff's attorney, Toni M. Cherry, Esquire, is unnecessary. The Plaintiff's previously filed Petition for Emergency Relief to Preserve the Status Quo and

FILED

07/9/2011
APR 07 2011

William A. Shaw
Prothonotary/Clerk of Courts

2 CC Atty T. Cherry

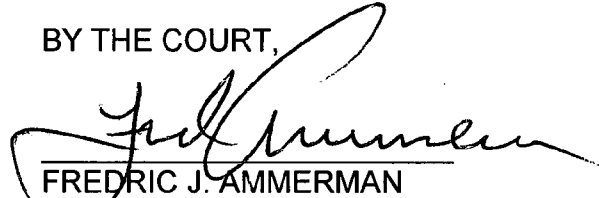
1 CC Def. - 973 FL

DuBois, PA 15801

#102

Protect Marital Property admits that the Plaintiff entered the former marital residence on February 14, 2011 and the Plaintiff testified as to the same during hearing on the said Petition on March 4, 2011.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

APR 07 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/7/11

 You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

X Defendant(s) Defendant(s) Attorney

 Special Instructions:

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

FILED

APR 04 2011

William A. Shaw
Prothonotary/Clerk of Courts

1 chg to Dm

Type of Action: DIVORCE

Type of Pleading: PETITION FOR CIVIL
CONTEMPT FOR WILLFULLY DISOBEYING
THE ORDER OF DECEMBER 22, 2004 AND
CHARGES OF PERJURY

Filed on Behalf of: JOHN M. MONTI
Defendant/Petitioner

Counsel of Record for this Party:

Pro Se
John M. Monti
973 Treasure Lake
Du Bois, PA 15801
814-591-1925

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

ANNE E MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

**PETITION FOR CIVIL CONTEMPT FOR DISOBEYING AN ORDER OF THE
COURT DATED DECEMBER 22, 2004**

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

AND NOW, comes the Defendant, JOHN M. MONTI, by Pro Se and respectfully represents:

1. That on February 14, 2011, Plaintiff was directed by her attorney, TONI M. CHERRY, to enter into the marital residence located at 973 Treasure Lake, Du Bois, PA 15801. This direction and Plaintiff's actions violated an order dated December 22, 2004. An Order for Defendant's Exclusive Possession of said property. (a true copy attached)

2. That Plaintiff, not having access to the primary residence because all keys to the dwelling have been changed by the Defendant, is responsible for the Breaking and Entering of primary residence that occurred.

3. Plaintiff is responsible for all damages inflicted on personal property owned by Defendant and Defendant's wife, damages to residence, stolen items and the desecration of Defendant and Defendant's wife's properties.

4. That Plaintiff, disobeying the court order of December 22, 2004, illegally obtained information to deceive the court that Defendant has removed specific properties from the jurisdiction of the court and thus persuaded the court to provide her a court order for entry and possession of the 2003 Corvette and Steinway Piano.

5. That Plaintiff recorded several false statements and accusations against the Defendant in her Petition For Emergency Relief dated February 18, 2011. (a true copy attached)

6. That Plaintiff, while under oath and during a hearing held March 4, 2011, claimed the camper owned by Defendant has been removed from its original origin.

WHEREFORE, Defendant, JOHN M. MONTI, respectfully requests Your Honorable Court to issue an Order holding Plaintiff, Ms. Anne E Monti, in contempt of Court and for committing perjury, and further directing the following:

a) That Plaintiff pays Defendant \$5000.00 in expenses that Defendant has incurred as a result of Plaintiff's actions, petitions and processes.

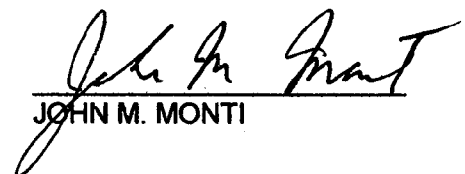
b) That Plaintiff be held responsible for all damages inflicted on Defendant and Defendant's wife's personal property, damage to primary residence, and any stolen properties, as resulted by her Breaking and Entering into the primary residence.

c) That the Court will not limit Defendant's right to file Criminal Charges if found necessary in the future.

d) That your Honor enforces the attached Subpoena of TONI M CHERRY as a necessary witness to these proceedings.

e) Such other relief as Your Honorable Court may deem equitable and proper.

Respectfully submitted,


JOHN M. MONTI

VERIFICATION

I, John M. Monti, Petitioner, verify that the information provided in this Petition is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.



John M. Monti Date: 4/4/2011

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

CERTIFICATION OF SERVICE

I hereby certify that on this 4th day of April, 2011, a true and correct copy of the Defendant's Petition for Civil Contempt for willfully Disobeying an order of the court dated December 22, 2004, and the charge of perjury against the Plaintiff, was served upon Plaintiff, ANNE E. MONTI and her Attorney, TONI M. CHERRY, as follows:

By mailing the same to them by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office in Du Bois, Pennsylvania addressed to:

Last known address for Ms. Monti
Anne E. Monti
Colorado Insurance Sales and Service
7901 SouthPark Plaza, Suite 208
Littleton, CO 80120

AND

Hand Delivery to:

Ms. Toni M. Cherry
Attorney At Law
One North Franklin Street
Du Bois, PA 15801

April 4, 2011


John M. Monti

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI,

Defendant

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No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

Type of Action: DIVORCE

Type of Pleading: PETITION FOR CIVIL
CONTEMPT FOR WILLFULLY
DISOBEYING THE ORDER OF
DECEMBER 22, 2004 AND CHARGES
OF PERJURY

Filed on Behalf of: JOHN M. MONTI
Defendant/Petitioner

CIVIL TRIAL SUBPOENA DUCES TECUM

To any Lawful Officer or Other Persons Authorized to Serve Subpoenas:

WE COMMAND YOU TO SUMMON: **TONI M. CHERRY** residing at One North Franklin Street,
Du Bois, PA 15801, to personally appear at trial of this Civil Action in Court

on _____, 2011, at _____ O'clock ____ M in Courtroom No. 1 of the

Clearfield County Courthouse, Second Floor, Clearfield, Pennsylvania. Where before Honorable
Fredric J. Ammerman, President Judge of said Court, you are required to give testimony
regarding this Civil Action.

Witness my signature and seal of this office on the ____ day of _____ 2011.

RETURN

_____ a duly-authorized process server, do hereby certify that I have
this day personally served a true and correct copy of the above and foregoing Civil Trial
Subpoena Duces Tecum on TONI M. CHERRY.

Date: _____

FILED^{2cc}
01/31/07
DEC 22 2004
Atty T. Cho

William A. Shaw
Prothonotary/Clerk of Courts

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

ANNE E MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

:
:
: No. 04 - 1563 C.D.
:
: IN DIVORCE
:
:

CONSENT ORDER

AND NOW, this 22nd day of December, 2004, upon agreement of the parties,
the following Order is entered:

1. That the Defendant, JOHN M. MONTI, is granted exclusive possession of the marital residence located at 973 Treasure Lake, DuBois, Pennsylvania;
2. That the Plaintiff, ANNE E. MONTI, shall supply the Defendant with an accounting of all marital items removed from the marital residence;
3. That the Defendant shall provide the Plaintiff with an accounting of all marital items remaining in the marital residence;
4. Each party will maintain the other as sole beneficiary of the marital portion of all accounts, retirement plans, IRA accounts and any other asset owned by each that requires the designation of a beneficiary until the resolution of this proceeding. However, each will be free to designate another beneficiary as to that portion of any of said accounts, retirement plans, IRA accounts or other assets that is non-marital in nature and the other will cooperate by

signing any waivers that may be required to allow the designation of a beneficiary other than Plaintiff or Defendant as to that portion of the asset which is non-marital; and

5. Neither party will perform any act that would contribute to the dissipation of marital property and neither party will dispose of any marital property without the express written consent of the other party during the pendency of this proceeding.

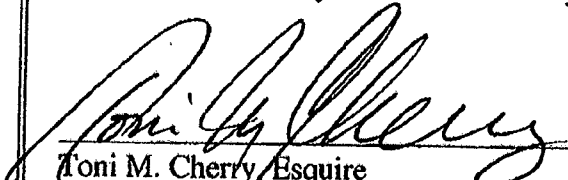
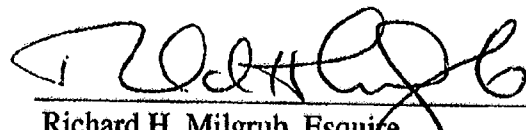
BY THE COURT:



Judge

STIPULATION

We do hereby consent to the entry of the above Consent Order on behalf of the parties.


Toni M. Cherry, Esquire
Attorney for Plaintiff
Richard H. Milgrub, Esquire
Attorney for Defendant

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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: No. 04 - 1563 C.D.
:
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**PETITION FOR EMERGENCY RELIEF TO PRESERVE
THE STATUS QUO AND PROTECT MARITAL PROPERTY**

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID
COURT:

AND NOW, comes the Plaintiff, ANNE E. MATHISEN, formerly known as ANNE E.
MONTI, by and through her attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and
respectfully represents:

1. That on February 14, 2011, the parties were before Your Honorable Court to argue
the issue of whether or not Defendant had posted appropriate security so as to secure a
supersedeas for this new appeal at which argument Defendant appeared by telephone.
2. That at said hearing Defendant advised the Court that he was currently living in a
hotel in Galveston, Texas, but did not reveal the name of that hotel or its exact location but, on
the contrary, provided only a post office box where his mail could be delivered. That address is
P. O. Box 684, Galveston, Texas 77553.

3. That at the time of the hearing Defendant also advised Your Honorable Court that he was only temporarily out of the Clearfield County area and would be returning to his home at Treasure Lake on either April 3rd or April 4th.

4. That after the hearing on February 14, 2011, and at the direction of her counsel, Plaintiff did go to the marital residence at Treasure Lake and found that the house was freezing and that the house had been winterized with antifreeze put in the pipes, the furnace turned off and the refrigerator and freezer doors open. The television cable was turned off, the telephone service was turned off and all the live plants were dead. There were moldy dishes in the kitchen sink, muddy footprints on the carpets and floors and all the room doors were closed with indentations in the carpet where furniture belonging to the parties during the marriage had been located and was now removed.

5. In addition, there were large cardboard boxes in the middle of the kitchen floor and unopened mail scattered on the kitchen countertop. Outside in the yard there was drywall and 2 by 4s stacked up against the siding and a Formica countertop and sink on the front lawn.

6. The Steinway Grand Piano was covered with a blanket but the shades were open so that anyone looking at the house could see this valuable piece of furniture. Moreover, because there was no heat, Plaintiff fears that the piano will be damaged and its value diminished thus preventing Plaintiff from being able to secure all of the monies that Defendant owes her under the Court's Equitable Distribution Order.

7. The kitchen had been changed with the pantry removed and a "wine bar" built complete with lattice ceiling and hanging vines and grapes. The workmanship was poor and

obviously not professionally done as the damaged ceiling was not corrected but only covered up with lattice work and the damage could be seen through the lattice work.

8. Defendant obviously installed granite countertops and a ceramic tile backsplash with a new sink in the kitchen. There is also a new stove and microwave oven and the floor is now ceramic tile.

9. While all of these changes to the kitchen are technically upgrades, Plaintiff has no idea how Defendant paid for the same and whether or not he further encumbered marital property to secure the money necessary for these changes.

10. The following household goods and furnishings awarded to the Defendant have now been removed from the marital residence and Plaintiff believes and therefore avers that they have been taken out of the jurisdiction of this Court: slate solid cherry pool table, white couch, white loveseat, cherry coffee table, cherry side table, flowered sofa bed, big screen TV and another TV that was in the den; kitchen table and chairs, computer equipment, music keyboard; towels, dishes, coffee mugs, silverware.

11. In addition, the camper and pontoon boat that had previously been located at Treasure Lake have been removed.

12. The 2003 Chevrolet Corvette with License Plate "MAYO" was parked in a garage without heat. The mileage on that vehicle is now a little over 17,000 miles, clearly reducing the value of that vehicle.

13. Because there are no longer curtains or blinds on the windows, Plaintiff believes that the home is vulnerable to a break-in and the remaining assets located therein including, but not limited to, the Grand Piano and the Corvette could easily be damaged or removed.

14. That Plaintiff believes and therefore avers that unless she is allowed to enter onto the premises and take possession of the piano and Corvette and store the same properly, they will either be diminished in value because of the extreme cold; damaged or stolen and Plaintiff will lose property that will have to be sold in order for Defendant to pay her the money he has been ordered to pay her under Your Honorable Court's Order.

15. That Plaintiff believes and therefore avers that Defendant was not truthful with the Court and did not reveal that he is obviously not in a hotel as he has removed much of the marital property and household goods and furnishings located in the marital residence and has obviously transported those items to Galveston, Texas, where he clearly resides.

WHEREFORE, Plaintiff, ANNE E. MATHISEN, formerly known as ANNE E. MONTI, respectfully requests Your Honorable Court to issue an Order:

(a) allowing Plaintiff to enter in and upon the marital residence at Treasure Lake and to take possession of the Corvette and the piano and remove the same to a safe storage location pending resolution of this appeal;

(b) directing JOHN M. MONTI to deliver the title to the Corvette into the possession of the Plaintiff together with a signed Power of Attorney authorizing her to transfer title to said vehicle to be held by her until such time as Defendant fully satisfies his obligation to Plaintiff or Your Honorable Court allows her to execute on her judgment against Mr. Monti;

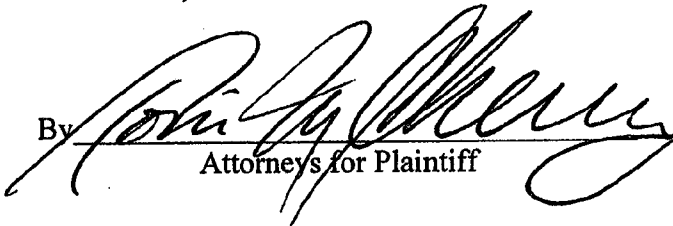
(c) That JOHN M. MONTI be directed to deliver to Plaintiff a Bill of Sale for the Grand Piano to be held by her pending further Order of this Court; and

(d) Such other relief as Your Honorable Court may deem equitable and proper.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

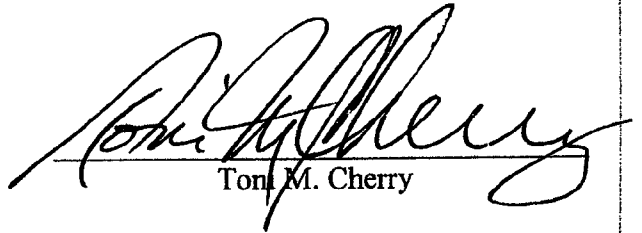
By

A handwritten signature in cursive script, appearing to read "Philip J. Cherry", is written over a horizontal line.

Attorneys for Plaintiff

VERIFICATION

I, TONI M. CHERRY, ESQ., counsel for Plaintiff, verify that I am authorized to make this Verification on behalf of the Plaintiff, ANNE E. MATHISEN, formerly known as ANNE E. MONTI, because she is out of the Commonwealth and that the information provided in the foregoing Petition is true and correct to the best of my knowledge, information and belief upon information provided to me from ANNE E. MATHISEN and my review of the photographs she took. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.



Toni M. Cherry

DATED: February 17, 2011



DIVORCE

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v. Robinson, 43 Pa. D.
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S. § 401 (repealed; see,
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ssuance of the decree.
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l. 63, No. 26, § 402
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los. 134, 253.

PROPERTY RIGHTS

C.J.S. Marriage §§ 70, 91 to 92.

Research References

Encyclopedias

Summary Pa. Jur. 2d Family Law
§ 5:30, Disposition of Separate Prop-
erty After Termination of Marriage.

Treatises and Practice Aids

Standard Pennsylvania Practice
§ 126:480, Disposition of Separate
Property.

17 West's Pennsylvania Practice § 7:3,
Postnuptial Agreements.

17 West's Pennsylvania Practice § 12:3,
Complaint.

17 West's Pennsylvania Practice § 16:7,
Decree.

17 West's Pennsylvania Practice
§ 34:17, Complaint for Shared Cus-
tody.

Notes of Decisions

Construction and application 1 Relation back 2

1. Construction and application

If final divorce decree had been en-
tered, absent fraud the decree constitutes
final determination of rights between the
parties; thereafter, parties may mort-
gage, sell, grant, convey or otherwise en-
cumber or dispose of property titled in
his or her own name, and other party is
estopped from attacking title to such
property in collateral proceedings. Ka-
del v. McMonigle, 624 A.2d 1059, 425
Pa.Super. 253, Super.1993, appeal de-
nied 651 A.2d 539, 539 Pa. 652. Divorce
889; Divorce 890; Divorce 1359

2. Relation back

Even if Chapter 7 debtor's former hus-
band had right, under Pennsylvania law,

to record a deed unto himself, or to com-
pel debtor to do so as ordered by state
court, with respect to debtor's prepetition
obligation under marital separation
agreement to convey to former husband
her interest in certain real property, such
rights were held by former husband vis-a-
vis debtor, not trustee acting as bona fide
purchaser pursuant to trustee's strong-
arm powers under Bankruptcy Code, and
would not cause any recordation of deed
to relate back to date of marital separa-
tion agreement, and therefore alleged
rights did not trigger bankruptcy statutes
carving out exception to trustee's avoid-
ance powers when state law allowed
postpetition perfection of interest to re-
late back to its creation. In re Aulicino,
Bkrcty.E.D.Pa.2008, 400 B.R. 175.
Bankruptcy 2577; Bankruptcy 2705

§ 3505. Disposition of property to defeat obligations

(a) **Preliminary relief.**—Where it appears to the court that a party is about to leave the jurisdiction of the court or is about to remove property of that party from the jurisdiction of the court or is about to dispose of, alienate or encumber property in order to defeat equitable distribution, alimony pendente lite, alimony, child and spousal support or a similar award, an injunction may issue to prevent the removal or disposition and the property may be attached as prescribed by general rules. The court may also issue a writ of ne exeat to preclude the removal.

(b) **Inventory of property.**—Both parties shall submit to the court an inventory and appraisal, which shall contain all of the following:

- (1) A list of the property owned or possessed by either or both of them as of:

23 Pa.C.S.A. § 3505

DIVORCE

PROPERTY

- (i) the date of separation; and
- (ii) thirty days prior to the date of hearing on equitable distribution.

(2) A list of the value of the property owned or possessed by either or both of them as of:

- (i) the date of acquisition;
- (ii) the date of separation; and
- (iii) thirty days prior to the date of hearing on equitable distribution.

(3) A list of the liabilities of either or both of them as of 30 days prior to the date of hearing on equitable distribution, whether or not the liabilities are related to the property set forth in the inventory and appraisal.

(c) **Discovery.**—Discovery under this part shall be as provided for all other civil actions under the Pennsylvania Rules of Civil Procedure.

(d) **Constructive trust for undisclosed assets.**—If a party fails to disclose information required by general rule of the Supreme Court and in consequence thereof an asset or assets with a fair market value of \$1,000 or more is omitted from the final distribution of property, the party aggrieved by the nondisclosure may at any time petition the court granting the award to declare the creation of a constructive trust as to all undisclosed assets for the benefit of the parties and their minor or dependent children, if any. The party whose name the assets are held shall be declared the constructive trustee unless the court designates a different trustee, and the trust may include any terms and conditions the court may determine. The court shall grant the petition upon a finding of a failure to disclose the assets as required by general rule of the Supreme Court.

(e) **Encumbrance or disposition to third parties.**—An encumbrance or disposition of marital property to third persons who paid wholly inadequate consideration for the property may be declared fraudulent and declared void.

1990, Dec. 19, P.L. 1240, No. 206, § 2, effective in 90 days. Amended Nov. 29, P.L. 1357, No. 175, § 4, effective in 60 days [Jan. 28, 2000].

Suspended in Part

23 Pa.C.S.A. § 3505(b) is suspended by Pa.R.C.P. No. 1920.91(2). See Pa.R.C.P. No. 1920.33 for requirements regarding asset disclosure.

Jt. St. Govt. Comm. Comment—2004

Subsec. (d): The fair market value amount in subsection (d) increased from \$500 to \$1,000 to account for the effects of inflation.

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Act 2004-175, §
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Section 5(10) of
1357, No. 175, eff

Interlocutory appea

Child Custody &
Divorce & 85.
Westlaw Topic No

Encyclopedias
Summary Pa. Ju
§ 5:7, Method c
ment of Alimony
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Civil Procedure

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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: No. 04 - 1563 C.D.
:
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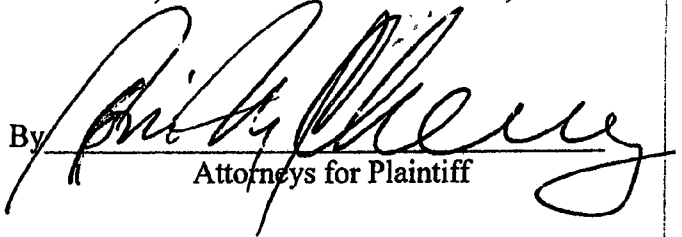
CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of February, 2011, a true and correct copy of Plaintiff's Petition for Emergency Relief to Preserve the Status Quo and Protect Marital Property was served upon the Defendant, JOHN M. MONTI, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

JOHN M. MONTI
P. O. Box 684
Galveston, TX 77553

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff

Dated: February 18, 2011

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 11/13/04 BY 60322

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FILED

APR 04 2011

PROSECUTOR GENERAL
WILLIAM A. SHARP
100-441167

100-441167

100-441167

FILED
MAR 10 2011

ICC: J. Cherry
ICC: Del. - PO Box 684
Galveston, TX 77553
ICC: D. M. Kesell
Library
(without memo)

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

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NO. 2004-1563-CD

OPINION

On December 29, 2010, Anne E. Monti (hereinafter "Plaintiff") filed a Petition for Civil Contempt for Disobedience of the Order of October 8, 2010, against John M. Monti (hereinafter "Defendant"). Specifically, Plaintiff alleged Defendant failed to make distributions to Plaintiff of all monies owed to her in this Court's equitable distribution order. Defendant appealed said Order and alleges a Supersedeas Order, dated May 15, 2009, relieves him of his obligations to pay pending appeal. Plaintiff responds the supersedeas was issued in response to Defendant's original appeal of this Court's March 30, 2009, Order, and terminated upon the Superior Court's remand of the matter. Alternatively, should the Court find the supersedeas is still in effect, Plaintiff points out Defendant never fulfilled his obligation of posting the security ordered therein.

A hearing on the petition in this contemptuous divorce proceeding was (perhaps fittingly) held on February 14, 2011. Both parties were ordered to submit briefs, addressing the issue of the validity of the supersedeas to the present appeal. Having timely received the briefs, this matter is now ripe for decision.

As an initial matter, this Court addresses Defendant's argument that a supersedeas is automatically provided for pursuant to Rule 1731(a) of the Pennsylvania Rules of Appellate Procedure. Therefore, whether or not Defendant filed an application for a supersedeas makes no difference because, in Defendant's opinion, he was not required to do so. The Court

#100

disagrees. Subdivision (a) of Rule 1731 is inapplicable because this case involves an appeal of a domestic relations matter, which is governed by subdivision (b) of the same rule. *See* Pa. R.A.P. 1731(a) (“Except as provided by subdivision (b) ...”). Subdivision (b) provides: “An appeal from an order of child support, spousal support, alimony, alimony pendent lite, equitable distribution or counsel fees and costs *shall operate as a supersedeas only upon application to and order of the trial court and the filing of security* as required by subdivision (a).” Pa. R.A.P. 1731(b) (emphasis added). This case clearly involves the latter; thus, Defendant was required to file an application for supersedeas with the Court.¹

Next, Defendant contends he is not required to reapply for a supersedeas because the supersedeas order from his first appeal remains in effect. Again, the Court cannot agree. This Court’s Order of May 15, 2009, expressly provided that Defendant’s request for supersedeas *pending appeal* was granted. In his application for supersedeas, Defendant, then represented by counsel, requested an order staying distribution and alimony “pending the determination of the appeal.” *See* prayer for relief, Application for Supercedeas [sic] by Defendant, John M. Monti, Pending Appeal. The appeal therein referenced was Defendant’s appeal of this Court’s March 30, 2009, Order. Defendant filed said appeal on April 28, 2009. The Superior Court issued its order on July 6, 2010, vacating this Court’s order, remanding it with instructions to correct a typographical error, and relinquishing jurisdiction. Therefore, the supersedeas ended and Defendant was required to re-apply for a supersedeas pursuant to Pa. R.A.P. 1731(b) if he wanted to avoid his monetary obligations pending appeal. He failed to do so.

¹ Plaintiff incorrectly applies subdivision (a) as well, alleging the Court must order security in the amount of 120 percent of the amount due. As explained, subdivision (a) is inapplicable since this case involves a domestic relations matter. While it is true that subdivision (b) refers to subdivision (a), it does so only to explain the procedure for filing security once an application for supersedeas is made and approved. Subdivision (b) clearly states “[t]he amount and terms of security shall be within the discretion of the trial court.” Pa. R.A.P. 1731(b). *See also Cruse v. Cruse*, 737 A.2d 771, 774 (Pa. Super. 1999) (“[T]rial court clearly has discretion as to the amount and terms of the security.”).

Even if the Court were to find the supersedeas was still in effect, the Court notes Defendant never filed the court-ordered security. He maintains his then-attorney attempted to comply and counsel for Plaintiff failed to take action, but this does not excuse Defendant's obligation. The fact remains Defendant did not post *any* security, which would have entitled him to the supersedeas. Defendant's argument that Plaintiff's counsel should have entered judgment is mistaken. The burden to insure complete compliance with the Court's Order was on the Defendant.

He also failed to comply with the terms of the October 8, 2010, Order, by making the required dispositions. As explained above, Defendant's supersedeas did not extend beyond his first appeal and provide protection pending this current second appeal. As a result, he was required to comply with the Court's Order, regardless of his pending appeal. He did not and is in contempt.

Plaintiff seeks payment in an amount of \$132,628.78, which includes the \$113,912 originally ordered, \$7,210 in attorney's fees, plus six percent interest on both from July 29, 2009. The Court agrees interest is due, but disagrees as to when said interest begins to accrue. Plaintiff alleges it begins to accrue within 120 days from the filing of the Master's Report, which was issued on February 13, 2009.² The Master's Report, though, is virtually meaningless until it is adopted by this Court. This Court dismissed Defendant's exceptions and adopted the report on March 30, 2009. That order was appealed and subsequently vacated. On remand, this Court issued a new order, correcting the error in calculation and adopting the report, on October 8, 2010. Pursuant to the report and order, Defendant would have been

² Plaintiff realizes the suggested date of July 29, 2009, is actually later than the 120 days, but seems to suggest this later date is a concession she is willing to make.

required to pay \$113,912 to Plaintiff within sixty (60) days of the Court's Order, not the date of the master's report, which had no effect until adopted by the Court. Consequently, interest would begin to accrue as of December 7, 2010. Attorney's fees were due within 120 days of the Order, not master's report. Thus, interest on the \$7,210 ordered in attorney's fees would not begin to accrue until February 7, 2011.³

Based on the foregoing, the Court enters the following:

ORDER

NOW, this 10th day of March, 2011, following hearing and upon consideration of the parties' briefs, the Court finds as follows:

1. The Court's Order of May 15, 2009, granting Defendant a supersedeas expired upon completion of Defendant's original appeal, and thus is no longer in effect.
2. Defendant, having failed to reapply for a supersedeas when he perfected his second appeal, was required to comply with this Court's Order of October 8, 2010.
3. Defendant is in contempt for failing to comply with the October 8, 2010, Order.
4. Defendant is hereby ORDERED to comply with the October 8, 2010, Order, which includes payment of \$113,912 (principal sum in equitable distribution) plus six percent interest from December 7, 2010, and \$7,210 (attorney's fees) plus six percent interest from February 7, 2011, within 60 days of the date of this Order. Said interest will continue to accrue until payment is made.
5. Failure to make required payment within the allotted time shall entitle Plaintiff to enter judgment against Defendant in said amounts and to execute upon judgment with all costs of execution to be paid by Defendant.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

³ The Court uses Monday, February 7, 2011, as the date because otherwise the deadline would have fallen on a weekend.

FILED

MAR 10 2011

William A. Shaw
Prothonotary/Clerk of Courts
DATE: 3/10/11

☐ You are responsible for serving all appropriate parties.
☒ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ☒ Plaintiff(s) Attorney ____ Other
☒ Defendant(s) ____ Defendant(s) Attorney
____ Special Instructions:

CA

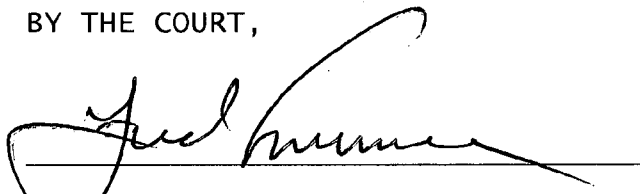
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ANNE E. MONTI :
-VS- : No. 04-1563-CD
JOHN M. MONTI :

O R D E R

AND NOW, this 4th day of March, 2011, following the taking of testimony on the Plaintiff's Petition for Special Relief, with insufficient time remaining to complete the same, it is the ORDER of this Court that the matter be and is hereby continued until 10:00 a.m. on Wednesday, April 13, 2011, Courtroom No. 1, Clearfield County Courthouse.

BY THE COURT,


President Judge

^S
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04-0061
MAR 04 2011
William A. Shaw
Prothonotary/Clerk of Courts
2 CC Atty T. Cherry
1 CC Def-
PO Box 6084
Galveston, TX 77553

#99

FILED

MAR 04 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/4/11

☐ You are responsible for serving all appropriate parties.
☒ The Prothonotary's office has provided service to the following parties:
Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other
☒ Defendant(s) Attorney ☐ Defendant(s) Attorney
Special Instructions:

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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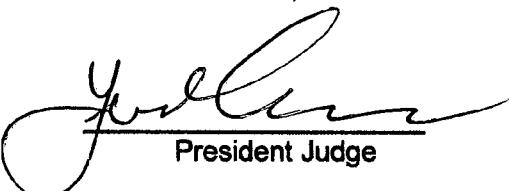
No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

ORDER

AND NOW, this 28 day of February, 2011, upon consideration of the Petitioner's, John M. Monti, request for Telephone Testimony, it is the ORDER of this Court that said request is granted. On March 4, 2011 at 9:00 (EST) the Defendant shall contact the Court at 814/765-2641, ext 1315 to participate in the scheduled hearing.

BY THE COURT;


President Judge

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William A. Shaver
Prothonotary/Clerk of Courts

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FILED

MAR 02 2011

William A. Shaw
Prothonotary/Clerk of Courts

3/6/11

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other _____
Defendant(s) _____ Defendant(s) Attorney _____

Special Instructions:

ORDER

AND NOW, this _____ day of February, 2011, upon consideration of the Petitioner's request for Telephone Testimony, it is the ORDER of this Court that said request is granted.

BY THE COURT:

President Judge

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

ANNE E. MONTI

Plaintiff

- vs -

JOHN M. MONTI

Defendant

No. 2009-00000

(P.A. 2009-00000) WDA 2011

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m/10:55/c

William A. Shaw

Prothonotary/Clerk of Courts

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

Type of Action:

Motion for Telephone Testimony

Type of Pleading:

Proof of Services

Filed on Behalf of:

Defendant/Petitioner

Counsel of Record for this Party:

Pro Se

John M. Monti

973 Treasure Lake

Du Bois, PA 15801

814-591-1925

#97

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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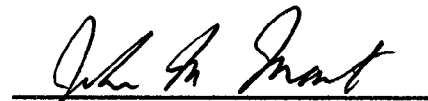
No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

And now comes Petitioner, John M. Monti, regarding the following Motion For Telephone Testimony, avers the following:

A hearing in the above matter is scheduled for March 4, 2011, at which time Petitioner is doing business in Texas. It would be an extreme financial hardship for Petitioner to attend in person, specific to scheduled air flights, rental car, etc. Additionally, Petitioner's lost time from scheduled work activities would present an additional hardship on the company and possible wellbeing of the Petitioner.

Petitioner requests Telephone Testimony, whereas, Petitioner is permitted to testify by telephone communications.


John M. Monti - Petitioner

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

PROOF OF SERVICE

I hereby certify that I am this day serving the Motion For Telephone Testimony upon the person and in the manner indicated below, which service satisfies the requirements of Pa.R.A.P 121.

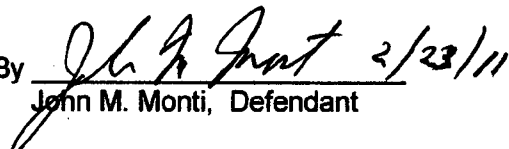
Service by first-class mail addressed as follows:

Honorable Fredric J. Ammerman
President Judge
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641

William Shaw
Prothonotary and Clerk of Courts
PO Box 549
Clearfield, PA 16830
814-765-2641

Toni M. Cherry, Esquire
One N Franklin St
Du Bois, PA 15801-1834
Phone: (814) 371-5800

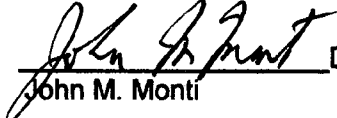
By

 2/23/11
John M. Monti, Defendant

VERIFICATION

I, John M. Monti, Petitioner, verify that the information provided in this Motion For Telephone Testimony is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A.

§4904, relating to unsworn falsification to authorities.

 Date: 2/23/2011
John M. Monti

FILED

FEB 28 2011

William A. Shaw
Notary Public/Clerk of Courts

VERIFICATION

I, John M. Monti, Petitioner, verify that the information provided in this Motion
For Telephone Testimony is true and correct to the best of my knowledge, information
and belief. I understand that false statements therein are made subject to the penalties

of 18 Pa. C.S.A.

§4304, relating to unsworn falsification to authorities.

Date: 2/28/2011

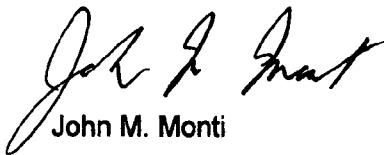
John M. Monti

To whom it may concern:

Over the next two months I am temporary located in Texas on business. Although I have had my address forwarded for this temporary time, the USPS is extremely late, over twenty (20) days in forwarding any mail. So please direct any mail correspondences to the following temporary address. I apologize for any inconvenience this may cause and thank you for your cooperation on this matter. Additionally, if so permitted, you may email me at jmmonti@verizon.net or contact me by cell 814-591-1925

Please mail to: John M. Monti
PO Box 684
Galveston, TX 77553

Best regards,



John M. Monti

To whom it may concern:

Over the next two months I am temporary located in Texas on business. Although I have had my address forwarded for this temporary time, the USPS is extremely late, over twenty (20) days in forwarding any mail. So please direct any mail correspondences to the following temporary address. I apologize for any inconvenience this may cause and thank you for your cooperation on this matter. Additionally, if so permitted, you may email me at jmmonti@verizon.net or contact me by cell 814-591-1925

Please mail to: John M. Monti
PO Box 684
Galveston, TX 77553

Best regards,



John M. Monti

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

ANNE E. MONTI

:

-VS-

:

No. 04-1563-CD

:

JOHN M. MONTI

FILED

9 FEB 18 2011
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William A. Shaw
Prothonotary/Clerk of Court

CLERK TO
T. CHAM
DEPT.

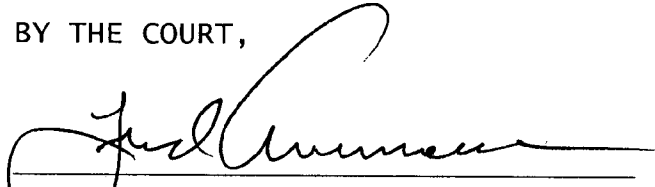
ORDER

AND NOW, this 14th day of February, 2011,
following argument on the Plaintiff's Petition for Contempt,
with the Court noting that the Defendant has participated
from the state of Texas via conference telephone call, and
with the Court noting that the issue is the validity of a
supersedeas in regard to the second appeal taken by the
Defendant to the Superior Court, it is the ORDER of this
Court that both parties have no more than fifteen (15) days
from this date to submit letter brief to the Court relative
whether there is in existence a supersedeas at this time.

In addition, the Plaintiff shall provide the Court
with a proposed Order as to what security should be posted in
the event the Court would determine that there is still a
supersedeas in effect. The Court notes that it would appear
that no bond security has ever actually been exchanged or

posted, due to the problems as were discussed during this court proceeding.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Fred A. Munson", written over a horizontal line.

President Judge

P.O. Box 864
Garveston, TX 77553

DATE: _____
You are responsible for serving all appropriate parties.
The Prothonotary's office has provided service to the following parties:
Plaintiff(s) _____
Defendant(s) _____
Special Instructions: _____
Plaintiff(s) Attorney _____
Defendant(s) Attorney _____
Other _____

FILED
FEB 18 2011
William A. Shaw
Prothonotary/Clerk of Courts

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

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

No. 04 - 1563 C.D.

FILED

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William A. Shaw
Prothonotary/Clerk of Courts

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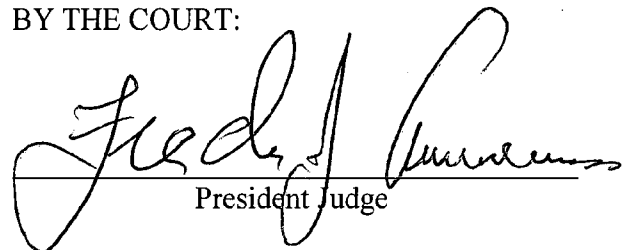
ORDER

AND NOW, this 18th day of February, 2011, in consideration of the averments set forth in the attached Petition for Special Relief to Preserve the Status Quo and the Court being satisfied that Defendant has already removed various items of personalty from this jurisdiction, a Rule is hereby issued upon Defendant to show cause, if any he has, why the relief requested by Plaintiff should not be granted.

Rule returnable for hearing thereon on the 4th day of March, 2011, at 9:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Second Floor, Clearfield, Pennsylvania.

Pending further Order of this Court, Plaintiff is hereby given permission to enter in and upon the marital residence situate in the Treasure Lake Subdivision of the Township of Sandy, Clearfield County, Pennsylvania, and to take possession of the 2003 Chevrolet Z06 Corvette titled in Defendant's name alone and the Steinway Special Edition Grand Piano, Serial No. 553075, for the sole purposes of storing the same at a safe location pending the Court's resolution of the issue of whether or not Defendant has properly requested a supersedeas and has posted sufficient security to secure a stay during the pending appeal or until further Order of this Court.

BY THE COURT:


President Judge

(105)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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: No. 04 - 1563 C.D.
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FILED *was*

02:50 P.M. CLK

FEB 18 2011 *3CC TO ATT*

64
William A. Shaw
Prothonotary/Clerk of Courts

NOTICE

A petition or motion has been filed against you in Court. If you wish to defend against the claims set forth in the following pages, you must take action on or before March 3, 2011, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matters set forth against you. You are warned that if you fail to do so, the case may proceed without you and an order may be entered against you by the Court without further notice for relief requested by the Petitioner or Movant. You may lose rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
Office of the Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 1300

GLEASON, CHERRY AND CHERRY, L.L.P.
P. O. Box 505
One North Franklin Street
DuBois, PA 15801
(814) 371-5800

ATTORNEYS FOR PLAINTIFF, ANNE E. MATHISEN
formerly known as ANNE E. MONTI

104

FILED

FEB 18 2011

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

: No. 04 - 1563 C.D.

: Type of Case: DIVORCE

: Type of Pleading: PETITION FOR
: EMERGENCY RELIEF TO PRESERVE
: THE STATUS QUO AND PROTECT
: MARITAL PROPERTY

: Filed on Behalf of: ANNE E. MONTI,
: Plaintiff

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205

: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801

: (814) 371-5800

#93

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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No. 04 - 1563 C.D.

**PETITION FOR EMERGENCY RELIEF TO PRESERVE
THE STATUS QUO AND PROTECT MARITAL PROPERTY**

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID
COURT:

AND NOW, comes the Plaintiff, ANNE E. MATHISEN, formerly known as ANNE E.
MONTI, by and through her attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and
respectfully represents:

1. That on February 14, 2011, the parties were before Your Honorable Court to argue
the issue of whether or not Defendant had posted appropriate security so as to secure a
supersedeas for this new appeal at which argument Defendant appeared by telephone.

2. That at said hearing Defendant advised the Court that he was currently living in a
hotel in Galveston, Texas, but did not reveal the name of that hotel or its exact location but, on
the contrary, provided only a post office box where his mail could be delivered. That address is
P. O. Box 684, Galveston, Texas 77553.

3. That at the time of the hearing Defendant also advised Your Honorable Court that he was only temporarily out of the Clearfield County area and would be returning to his home at Treasure Lake on either April 3rd or April 4th.

4. That after the hearing on February 14, 2011, and at the direction of her counsel, Plaintiff did go to the marital residence at Treasure Lake and found that the house was freezing and that the house had been winterized with antifreeze put in the pipes, the furnace turned off and the refrigerator and freezer doors open. The television cable was turned off, the telephone service was turned off and all the live plants were dead. There were moldy dishes in the kitchen sink, muddy footprints on the carpets and floors and all the room doors were closed with indentations in the carpet where furniture belonging to the parties during the marriage had been located and was now removed.

5. In addition, there were large cardboard boxes in the middle of the kitchen floor and unopened mail scattered on the kitchen countertop. Outside in the yard there was drywall and 2 by 4s stacked up against the siding and a Formica countertop and sink on the front lawn.

6. The Steinway Grand Piano was covered with a blanket but the shades were open so that anyone looking at the house could see this valuable piece of furniture. Moreover, because there was no heat, Plaintiff fears that the piano will be damaged and its value diminished thus preventing Plaintiff from being able to secure all of the monies that Defendant owes her under the Court's Equitable Distribution Order.

7. The kitchen had been changed with the pantry removed and a "wine bar" built complete with lattice ceiling and hanging vines and grapes. The workmanship was poor and

obviously not professionally done as the damaged ceiling was not corrected but only covered up with lattice work and the damage could be seen through the lattice work.

8. Defendant obviously installed granite countertops and a ceramic tile backsplash with a new sink in the kitchen. There is also a new stove and microwave oven and the floor is now ceramic tile.

9. While all of these changes to the kitchen are technically upgrades, Plaintiff has no idea how Defendant paid for the same and whether or not he further encumbered marital property to secure the money necessary for these changes.

10. The following household goods and furnishings awarded to the Defendant have now been removed from the marital residence and Plaintiff believes and therefore avers that they have been taken out of the jurisdiction of this Court: slate solid cherry pool table, white couch, white loveseat, cherry coffee table, cherry side table, flowered sofa bed, big screen TV and another TV that was in the den; kitchen table and chairs, computer equipment, music keyboard; towels, dishes, coffee mugs, silverware.

11. In addition, the camper and pontoon boat that had previously been located at Treasure Lake have been removed.

12. The 2003 Chevrolet Corvette with License Plate "MAYO" was parked in a garage without heat. The mileage on that vehicle is now a little over 17,000 miles, clearly reducing the value of that vehicle.

13. Because there are no longer curtains or blinds on the windows, Plaintiff believes that the home is vulnerable to a break-in and the remaining assets located therein including, but not limited to, the Grand Piano and the Corvette could easily be damaged or removed.

14. That Plaintiff believes and therefore avers that unless she is allowed to enter onto the premises and take possession of the piano and Corvette and store the same properly, they will either be diminished in value because of the extreme cold; damaged or stolen and Plaintiff will lose property that will have to be sold in order for Defendant to pay her the money he has been ordered to pay her under Your Honorable Court's Order.

15. That Plaintiff believes and therefore avers that Defendant was not truthful with the Court and did not reveal that he is obviously not in a hotel as he has removed much of the marital property and household goods and furnishings located in the marital residence and has obviously transported those items to Galveston, Texas, where he clearly resides.

WHEREFORE, Plaintiff, ANNE E. MATHISEN, formerly known as ANNE E. MONTI, respectfully requests Your Honorable Court to issue an Order:

(a) allowing Plaintiff to enter in and upon the marital residence at Treasure Lake and to take possession of the Corvette and the piano and remove the same to a safe storage location pending resolution of this appeal;

(b) directing JOHN M. MONTI to deliver the title to the Corvette into the possession of the Plaintiff together with a signed Power of Attorney authorizing her to transfer title to said vehicle to be held by her until such time as Defendant fully satisfies his obligation to Plaintiff or Your Honorable Court allows her to execute on her judgment against Mr. Monti;

(c) That JOHN M. MONTI be directed to deliver to Plaintiff a Bill of Sale for the Grand Piano to be held by her pending further Order of this Court; and

(d) Such other relief as Your Honorable Court may deem equitable and proper.

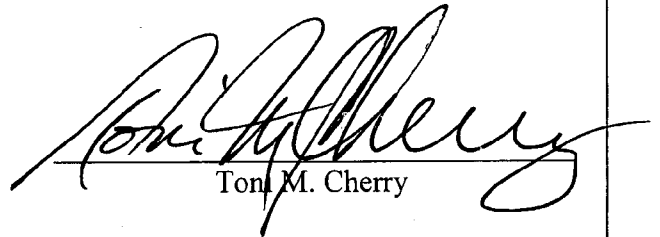
Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

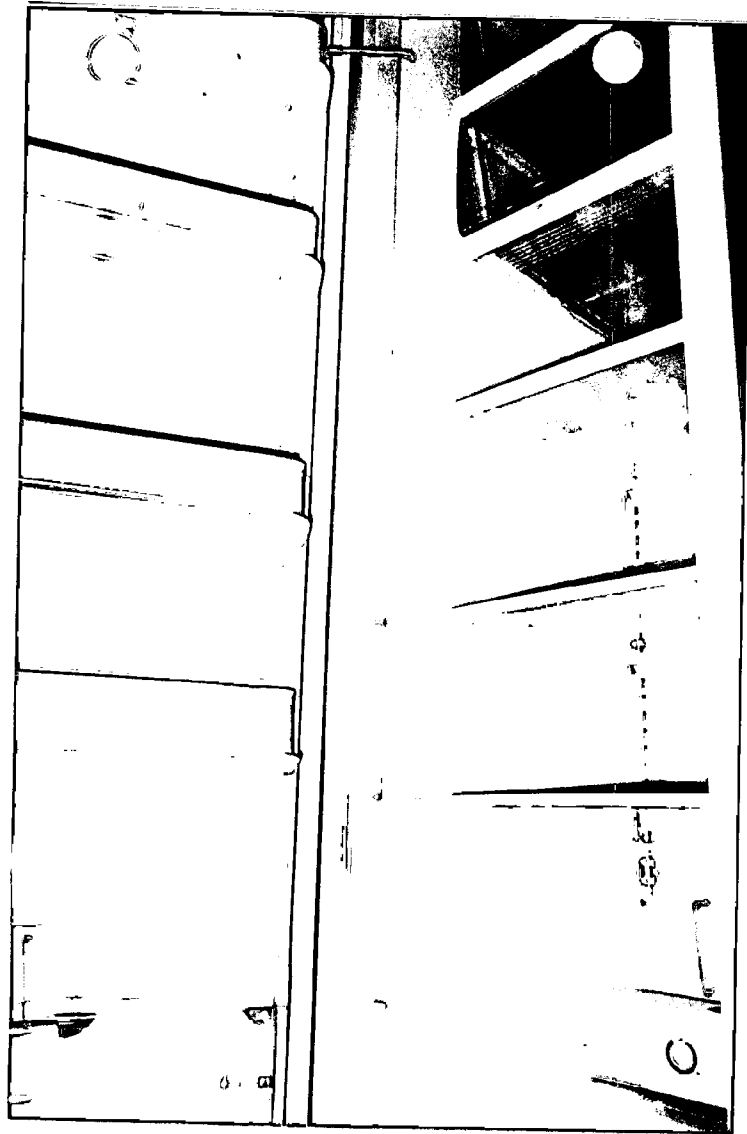
VERIFICATION

I, TONI M. CHERRY, ESQ., counsel for Plaintiff, verify that I am authorized to make this Verification on behalf of the Plaintiff, ANNE E. MATHISEN, formerly known as ANNE E. MONTI, because she is out of the Commonwealth and that the information provided in the foregoing Petition is true and correct to the best of my knowledge, information and belief upon information provided to me from ANNE E. MATHISEN and my review of the photographs she took. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.



Toni M. Cherry

DATED: February 17, 2011



DIVORCE

ce decree, granted nearly after divorce code took effect, no specific reservation of, former wife lost any right distribution under the code. stion, 472 A.2d 226, 324 Super.1984. Divorce

continuing jurisdiction to perty claims of the parties on of the marital status praecipies the prothonota-the record and indicates no related claims pending court subsequently enters decree without reservation of marital property, but prior decree plaintiff files a petition claims under the Divorce on v. Robinson, 43 Pa. D. 87). Divorce

decree
decree would not be opened P.S. § 401 (repealed; see, in) to litigate the equitable marital property by the divorce action where the ed to settle their differ- issuance of the decree. hi, 1 Pa. D. & C.4th 365 892(1)

tion of marriage

enever a decree of mpetent jurisdiction, affected shall have ate real and person-onvey or otherwise whether the property nd neither need join or instrument of the

lays.

P.L. 63, No. 26, § 402 (2).

Nos. 134, 253.

PROPERTY RIGHTS

C.J.S. Marriage §§ 70, 91 to 92.

Research References

Encyclopedias

Summary Pa. Jur. 2d Family Law § 5:30, Disposition of Separate Property After Termination of Marriage.

Treatises and Practice Aids

Standard Pennsylvania Practice § 126:480, Disposition of Separate Property.

17 West's Pennsylvania Practice § 7:3, Postnuptial Agreements.

17 West's Pennsylvania Practice § 12:3, Complaint.

17 West's Pennsylvania Practice § 16:7, Decree.

17 West's Pennsylvania Practice § 34:17, Complaint for Shared Custody.

Notes of Decisions

Construction and application 1 Relation back 2

1. Construction and application

If final divorce decree had been entered, absent fraud the decree constitutes final determination of rights between the parties; thereafter, parties may mortgage, sell, grant, convey or otherwise encumber or dispose of property titled in his or her own name, and other party is estopped from attacking title to such property in collateral proceedings. Kadel v. McMonigle, 624 A.2d 1059, 425 Pa.Super. 253, Super.1993, appeal denied 651 A.2d 539, 539 Pa. 652. Divorce 889; Divorce 890; Divorce 1359

2. Relation back

Even if Chapter 7 debtor's former husband had right, under Pennsylvania law,

to record a deed unto himself, or to compel debtor to do so as ordered by state court, with respect to debtor's prepetition obligation under marital separation agreement to convey to former husband her interest in certain real property, such rights were held by former husband vis-à-vis debtor, not trustee acting as bona fide purchaser pursuant to trustee's strong-arm powers under Bankruptcy Code, and would not cause any recordation of deed to relate back to date of marital separation agreement, and therefore alleged rights did not trigger bankruptcy statutes carving out exception to trustee's avoidance powers when state law allowed postpetition perfection of interest to relate back to its creation. In re Aulicino, Bkrty.E.D.Pa.2008, 400 B.R. 175. Bankruptcy 2577; Bankruptcy 2705

§ 3505. Disposition of property to defeat obligations

(a) **Preliminary relief.**—Where it appears to the court that a party is about to leave the jurisdiction of the court or is about to remove property of that party from the jurisdiction of the court or is about to dispose of, alienate or encumber property in order to defeat equitable distribution, alimony pendente lite, alimony, child and spousal support or a similar award, an injunction may issue to prevent the removal or disposition and the property may be attached as prescribed by general rules. The court may also issue a writ of ne exeat to preclude the removal.

(b) **Inventory of property.**—Both parties shall submit to the court an inventory and appraisalment, which shall contain all of the following:

- (1) A list of the property owned or possessed by either or both of them as of:

23 Pa.C.S.A. § 3505

DIVORCE

PROPERTY RI

- (i) the date of separation; and
- (ii) thirty days prior to the date of hearing on equitable distribution.

(2) A list of the value of the property owned or possessed by either or both of them as of:

- (i) the date of acquisition;
- (ii) the date of separation; and
- (iii) thirty days prior to the date of hearing on equitable distribution.

(3) A list of the liabilities of either or both of them as of 30 days prior to the date of hearing on equitable distribution, whether or not the liabilities are related to the property set forth in the inventory and appraisal.

(c) **Discovery.**—Discovery under this part shall be as provided for all other civil actions under the Pennsylvania Rules of Civil Procedure.

(d) **Constructive trust for undisclosed assets.**—If a party fails to disclose information required by general rule of the Supreme Court and in consequence thereof an asset or assets with a fair market value of \$1,000 or more is omitted from the final distribution of property, the party aggrieved by the nondisclosure may at any time petition the court granting the award to declare the creation of a constructive trust as to all undisclosed assets for the benefit of the parties and their minor or dependent children, if any. The party in whose name the assets are held shall be declared the constructive trustee unless the court designates a different trustee, and the trust may include any terms and conditions the court may determine. The court shall grant the petition upon a finding of a failure to disclose the assets as required by general rule of the Supreme Court.

(e) **Encumbrance or disposition to third parties.**—An encumbrance or disposition of marital property to third persons who gave wholly inadequate consideration for the property may be deemed fraudulent and declared void.

1990, Dec. 19, P.L. 1240, No. 206, § 2, effective in 90 days. Amended 2004 Nov. 29, P.L. 1357, No. 175, § 4, effective in 60 days [Jan. 28, 2005].

Suspended in Part

23 Pa.C.S.A. § 3505(b) is suspended by Pa.R.C.P. No. 1920.91(2). See Pa.R.C.P. No. 1920.33 for requirements regarding asset disclosure.

Jt. St. Govt. Comm. Comment—2004

Subsec. (d): The fair market value amount in subsection (d) increased from \$500 to \$1,000 to account for the effects of inflation.

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Rule of Civil
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Act 2004—175 legisla
Act 2004—175, § 4
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Section 5(10) of 2
1357, No. 175, effect

Interlocutory appeals

Child Custody §18
Divorce §85.
Westlaw Topic Nos.

Encyclopedias

Summary Pa. Jur.
§ 5:7, Method of
ment of Alimony P
Summary Pa. Jur.
§ 5:11, Security; F
tearages.
Summary Pa. Jur.
§ 5:33, Encumbra
to Third Parties.
Summary Pa. Jur.
§ 5:58, Inventory—
to Make Disclos
Summary Pa. Jur.
§ 5:93, Enforcemen
Summary Pa. Jur.
§ 11:127, Security
Compliance.

ases and Practice A
Goodrich-Amram 2d
Suspension of Acts
Standard Pennsylv
§ 66-109, Injunctior
Standard Pennsylv
§ 26-118, Generall
Civil Procedure.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

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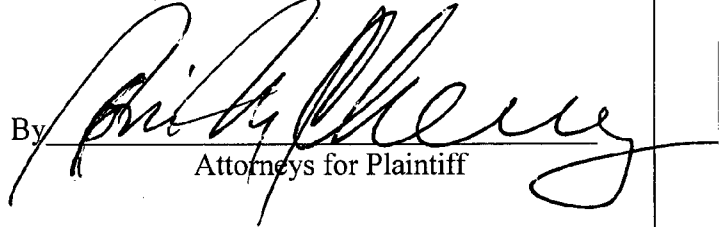
No. 04 - 1563 C.D.

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of February, 2011, a true and correct copy of Plaintiff's Petition for Emergency Relief to Preserve the Status Quo and Protect Marital Property, was served upon the Defendant, JOHN M. MONTI, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

JOHN M. MONTI
P. O. Box 684
Galveston, TX 77553

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

Dated: February 18, 2011

CA

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

ANNE E. MONTI,
Plaintiff

vs.

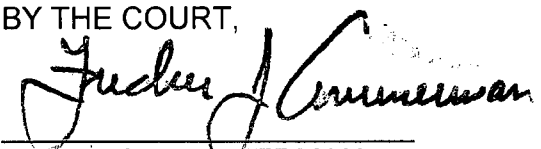
JOHN M. MONTI,
Defendant

* NO. 04-1563-CD
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ORDER

AND NOW, this 3rd day of February, 2011, upon receipt and review of the Defendant's pro se Motion for Telephone Testimony; it is the ORDER of this Court that said Motion be and is hereby GRANTED. On February 14, 2011 at 9:00 a.m. (EST) the Defendant shall contact the Court at 814/765-2641, ext1315 to participate in the scheduled Contempt Hearing via telephone.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

2/11/50/60
FEB 04 2011

William A. Shaw
Prothonotary/Clerk of Courts

3cc
Def.-
PO Box 684
Galveston, TX
77553

(64)

#92

FILED

FEB 04 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/4/11

☒ You are responsible for serving all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other
____ Defendant(s) ____ Defendant(s) Attorney
____ Special Instructions:

CA

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

FILED
JAN 31 2011
William A. Shaw
Prothonotary/Clerk of Courts
i clus TO Dene

Type of Action:
Motion for Telephone Testimony

Type of Pleading:
Proof of Services

Filed on Behalf of:
Defendant/Petitioner

Counsel of Record for this Party:

Pro Se
John M. Monti
973 Treasure Lake
Du Bois, PA 15801
814-591-1925

(191)

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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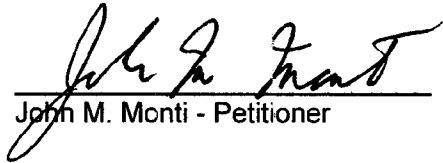
No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

And now comes Petitioner, John M. Monti, regarding the following Motion For Telephone Testimony, avers the following:

A hearing in the above matter is scheduled for February 14, 2011, at which time Petitioner is doing business in Texas. It would be an extreme financial hardship for Petitioner to attend in person, specific to scheduled air flights, rental car, etc. Additionally, Petitioner's lost time from scheduled work activities would present an additional hardship on the company and possible wellbeing of the Petitioner.

Petitioner requests Telephone Testimony, whereas, Petitioner is permitted to testify by telephone communications.


John M. Monti - Petitioner

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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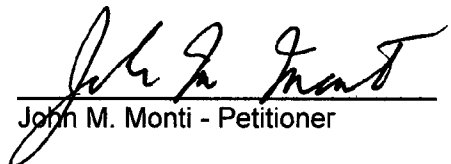
No. 2004-1563-CD

(PA.Super.1766 WDA 2010)

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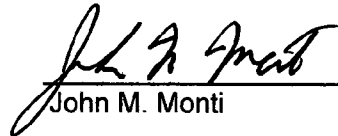
Petitioner requests Telephone Testimony, whereas, Petitioner is permitted to testify by telephone communications.


John M. Monti - Petitioner

VERIFICATION

I, John M. Monti, Petitioner, verify that the information provided in this Motion For Telephone Testimony is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A.

§4904, relating to unsworn falsification to authorities.

 Date: 1/27/2011
John M. Monti

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

*
*
*
* No. 2004-1563-CD
*
* (PA.Super.1766 WDA 2010)
*
*

PROOF OF SERVICE

I hereby certify that I am this day serving the Motion For Telephone Testimony upon the person and in the manner indicated below, which service satisfies the requirements of Pa.R.A.P 121.

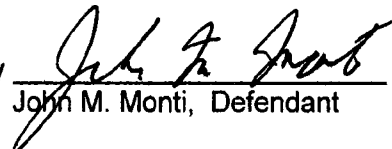
Service by first-class mail addressed as follows:

Honorable Fredric J. Ammerman
President Judge
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641

William Shaw
Prothonotary and Clerk of Courts
PO Box 549
Clearfield, PA 16830
814-765-2641

Toni M. Cherry, Esquire
One N Franklin St
Du Bois, PA 15801-1834
Phone: (814) 371-5800

By


John M. Monti, Defendant

1/27/11

FILED

JAN 31 2011

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

No. 04 - 1563 C.D.

FILED

JAN 04 2011

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE AND ORDER TO APPEAR

Legal proceedings have been brought against you alleging you have willfully disobeyed an Order of Court.

If you wish to defend against the claims set forth in the following pages, you may but are not required to file in writing with the Court your defenses or objections.

Whether or not you file in writing with the Court your defenses or objections, you must appear in person in Court on February 14, 2011, at 9:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Second Floor, Clearfield, Pennsylvania.

IF YOU DO NOT APPEAR IN PERSON, THE COURT MAY ISSUE A WARRANT FOR YOUR ARREST.

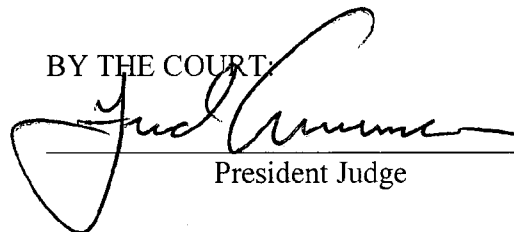
If the Court finds that you have willfully failed to comply with Its Order for equitable distribution and the payment of alimony pendente lite and alimony, you may be found to be in contempt of court and committed to jail, fined or both.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 1300

BY THE COURT:


President Judge

Date: ~~December~~ January 3, 2011

#00

FILED

JAN 04 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1/4/11

☒ You are responsible for serving all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other
____ Defendant(s) ____ Defendant(s) Attorney
____ Special Instructions:

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Anne E. Monti

Vs.

Case No. 2004-01563-CD

John M. Monti

COPY

FILED

4 JAN 03 2011
12:20
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF CONTENTS

NOW, this 28th day of December, 2010, the undersigned, Prothonotary or Deputy Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, the said Court of record, does hereby certify that attached is the original record of the case currently on Appeal.

An additional copy of this Certificate is enclosed with the original hereof and the Clerk or Prothonotary of the Superior Court is hereby directed to acknowledge receipt of the Appeal Record by executing such copy at the place indicated by forthwith returning the same to this Court.

By: William A. Shaw
William A. Shaw, Prothonotary

Record, Etc. Received:

Date: _____

(Signature & Title)



FILED

4 DEC 29 2010

0/11-2010
William A. Shaw
Prothonotary/Clerk of Courts
2 clerk to Anne

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

: No. 04 - 1563 C.D.

: Type of Case: DIVORCE

: Type of Pleading: PETITION FOR CIVIL
: CONTEMPT FOR DISOBEDIENCE OF
: THE ORDER OF OCTOBER 8, 2010: Filed on Behalf of: ANNE E. MONTI,
: Plaintiff

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.

: Supreme Court No.: 30205

: GLEASON, CHERRY AND CHERRY, L.L.P.

: Attorneys at Law

: P. O. Box 505

: One North Franklin Street

: DuBois, PA 15801

: (814) 371-5800

488

CA

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

ANNE E. MONTI,	:
Plaintiff	:
	:
vs.	: No. 04 - 1563 C.D.
	:
JOHN M. MONTI,	:
Defendant	:

PETITION FOR CIVIL CONTEMPT FOR DISOBEDIENCE
OF THE ORDER OF OCTOBER 8, 2010

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

AND NOW, comes the Plaintiff, ANNE E. MATHISEN, formerly known as ANNE E. MONTI, by and through her attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and respectfully represents:

1. That on February 13, 2009, the Divorce Master in the above-captioned case issued a Report and Recommendation that the marital property of the parties be distributed on a 65%/35% basis in favor of wife. The scheme provided that husband would receive the marital residence and rental units located in DuBois and Reynoldsville in kind together with the pontoon boat, 1996 Olds Aurora, joint savings account, Steinway piano, household goods and furnishings, camper and lot and Corvette but directed husband to pay wife the sum of \$168,746.00 together with attorney's fees in the amount of \$7,210.00 and two years of alimony after the divorce in the amount of \$1,080.00 per month.

2. That husband filed Exceptions to the Master's Report and Recommendation which were dismissed by Your Honorable Court through Order issued March 30, 2009, wherein the Court also approved the Report and Recommendation of the Master.

3. That Defendant husband thereafter filed an appeal to the Superior Court and also an Application for Supersedeas to the Court of Common Pleas of Clearfield County, Pennsylvania, in recognition of the provisions of Pa. R.A.P. 1731(b) that provides:

An appeal from an order of ... alimony, alimony pendente lite, equitable distribution or counsel fees and costs shall operate as a supersedeas *only* upon application to and order of the trial court and the filing of security as required by subdivision (a). The amount and terms of security shall be within the discretion of the trial court.

4. That the security referred to in "subdivision (a)" of the Rule is to be an amount that is 120% of the amount found due by the lower court and remaining unpaid. A true and correct copy of Pa. R.A.P. 1731 is attached hereto and made a part hereof as Plaintiff's Exhibit 1.

5. That over Plaintiff wife's objections, Your Honorable Court did not require husband to post security in the amount of 120% of the amount that he was ordered to pay as required by Pa. R.A.P. 1731(a) and (b) nor was he required to provide any of the other security listed as appropriate under Pa. R.A.P. 1734 but, instead, was directed to deliver the title to the Corvette, the Steinway piano and a Judgment Note to Plaintiff for all of the equity in both the former marital residence and the commercial real estate and was further directed to keep all mortgage payments on the marital residence and the commercial real estate current. A true and correct copy of that Order is attached hereto and made a part hereof as Plaintiff's Exhibit 2.

6. However, despite having been ordered to provide such security, husband never tendered any of the security required by the Order of May 15, 2009, and remains in sole

possession of all of the marital property awarded to him in the equitable distribution scheme without having paid any of the money he was ordered to pay to Plaintiff wife.

7. That while said case was on appeal, wife's counsel discovered a typographical error in the Master's Report that resulted in husband being ordered to pay a greater amount of money to wife than the 65% scheme would require and counsel did advise both husband's counsel and the Court of this fact.

8. That thereafter, the error was brought to the attention of the Superior Court and jurisdiction was subsequently relinquished and the case remanded to Your Honorable Court for correction of the error and further review of other issues that husband contended were not thoroughly addressed by the Master and the Lower Court, including the award to wife of the increase in value during the marriage of her TIAA/CREF Retirement Account.

9. That by Order filed October 8, 2010, Your Honorable Court disposed of those issues and corrected the amount of money that husband was to pay to wife for equitable distribution which amount was \$113,912.00. Said Order also clarified that wife was to receive the increase in value of her TIAA/CREF Retirement Account and otherwise adopted all of the other terms and provisions of the Report and Recommendation issued by the Master on February 13, 2009.

10. That husband timely filed a Notice of Appeal on November 4, 2010, but has never filed an Application for Supersedeas nor posted any security in any of the forms allowed by Pa. R.A.P. 1734 even though he is well aware of the requirements to do so because he previously caused an Application for Supersedeas to be filed with Your Honorable Court. A true and correct copy of Pa. R.A.P. 1734 is attached hereto and made a part hereof as Plaintiff's Exhibit 3.

11. That because Defendant husband has not made application for a supersedeas nor posted security in an amount equal to at least 120% of what he has been ordered to pay to Plaintiff wife nor, in fact, posted any security at all, his appeal does not act as a supersedeas and he is obligated to follow the dictates of the Court's Order of October 8, 2010, and make distribution to wife of all monies owed to her.

12. That it has been more than 30 days since the issuance of the October 8th Order and husband has not paid Plaintiff the sum of \$113,912.00 together with interest thereon from the date of the Court's previous Order of March 30, 2009, nor has he paid Plaintiff's attorney's fees in the amount of \$7,212.00 that he was required to pay within 120 days of the Order of March 30, 2009, together with legal interest on said amount which has accrued from July 29, 2009, the 121st day after issuance of the Court's Order of March 30, 2009.

13. That it is believed and therefore averred that unless this Court compels husband to post monetary security as well as give wife a mortgage on all of the marital real estate, the property could be encumbered and alienated to defeat the rights of Plaintiff wife and there will be no monies available to pay wife once husband runs out of ways to prolong his obligation to pay wife for her interest in the marital property awarded to him.

14. That it is believed and therefore averred that unless Defendant husband is found in contempt and made to pay attorney's fees and to post monetary security in an amount at least equal to 120% of the total amount he is obligated to pay to and for the benefit of wife, husband will dissipate marital property and will continue to ignore his obligation to comply with the terms of Your Honorable Court's Orders of October 8, 2010, and March 30, 2009, as the same is incorporated into the Order of October 8, 2010.

WHEREFORE, Plaintiff, ANNE E. MATHISEN, formerly known as ANNE E. MONTI, respectfully requests Your Honorable Court to issue an Order holding husband in contempt of Court and further directing the following:

(a) That Defendant husband pay wife additional attorney's fees over and above the amount previously required to be paid in the amount of \$5,000.00, being the amount that wife has had to expend because of husband's obdurate and vexatious conduct;

(b) That husband immediately pay to wife all monies due her or, in the alternative, be made to post security equal to at least 120% of all of the total amount of money husband has been ordered to pay to wife or for her benefit under the Orders of October 8, 2010, and March 30, 2009, as the same is incorporated into the Order of October 8, 2010;

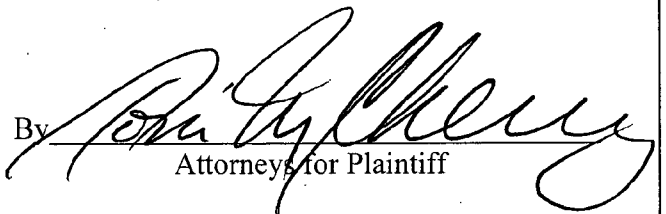
(c) That Defendant husband be made to execute mortgages in favor of Plaintiff wife in which all of the marital properties are named as security;

(d) That husband be made to pay a fine for his willful refusal and failure to obey Orders of this Court and to follow the Rules of Appellate Procedure; and

(e) such other relief as Your Honorable Court may deem equitable and proper.

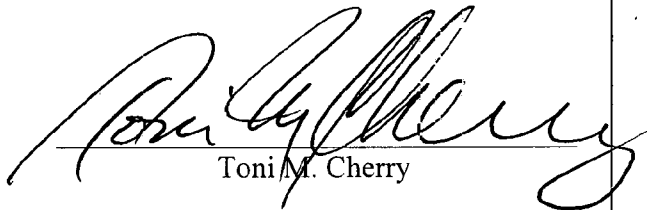
Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

VERIFICATION

I, TONI M. CHERRY, ESQ., counsel for Plaintiff, verify that I am authorized to make this Verification on behalf of the Plaintiff, ANNE E. MATHISEN, formerly known as ANNE E. MONTI, because she is out of the Commonwealth and that the information provided in the foregoing Petition is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.



Toni M. Cherry

DATED: December 28, 2010

STAY OR INJUNCTION IN CIVIL MATTERS

Rule 1731. Automatic Supersedeas for Orders for the Payment of Money

(a) **General rule.** Except as provided by subdivision (b), an appeal from an order involving solely the payment of money shall, unless otherwise ordered pursuant to this chapter, operate as a supersedeas upon the filing with the clerk of the lower court of appropriate security in the amount of 120% of the amount found due by the lower court and remaining unpaid. Where the amount is payable over a period of time, the amount found due for the purposes of this rule shall be the aggregate amount payable within 18 months after entry of the order.

(b) **Domestic relations matters.** An appeal from an order of child support, spousal support, alimony, alimony pendente lite, equitable distribution or counsel fees and costs shall operate as a supersedeas only upon application to and order of the trial court and the filing of security as required by subdivision (a). The amount and terms of security shall be within the discretion of the trial court.

Adopted Nov. 5, 1975, effective July 1, 1976. Amended Dec. 11, 1978, effective Dec. 30, 1978; May 16, 1979, effective 120 days after June 2, 1979; Nov. 24, 1986, effective Dec. 13, 1986; Dec. 30, 1987, effective Jan. 16, 1988.

Rule 1732. Application for Stay or Injunction Pending Appeal

(a) **Application to lower court.** Application for a stay of an order of a lower court pending appeal, or for approval of or modification of the terms of any supersedeas, or for an order suspending, modifying, restoring or granting an injunction during the pendency of an appeal, or for relief in the nature of peremptory mandamus, must ordinarily be made in the first instance to the lower court, except where a prior order under this chapter has been entered in the matter by the appellate court or a judge thereof.

(b) **Contents of application for stay.** An application for stay of an order of a lower court pending appeal, or for approval of or modification of the terms of any supersedeas, or for an order suspending, modifying, restoring or granting an injunction during the pendency of an appeal, or for relief in the nature of peremptory mandamus, may be made to the appellate court or to a judge thereof, but the application shall show that application to the lower court for the relief sought is not practicable, or that the lower court has denied an application, or has failed to afford the relief which the applicant requested, with the reasons given by the lower court for its action. The application shall also show the reasons for the relief requested and the facts relied upon, and if the facts are subject to dispute the application shall be supported by sworn or verified statements or copies thereof. With the application shall be filed such parts of the record as are relevant.

Where practicable, the application should be accompanied by the briefs, if any, used in the lower court.

(c) **Number of copies.** Seven copies of applications under this rule in the Supreme Court or the Superior Court, and three copies of applications under this rule in the Commonwealth Court, shall be filed with the original.

Note: The subject matter of this rule was covered by former Supreme Court Rule 62, former Superior Court Rule 53, and former Commonwealth Court Rule 112. The flat seven day period for answer of former Supreme Court Rule 62 (which presumably was principally directed at allocatur practice) has been omitted in favor of the more flexible provisions of Rule 123(b).

Adopted Nov. 5, 1975, effective July 1, 1976. Amended Sept. 10, 2008, effective Dec. 1, 2008.

Rule 1733. Requirements for Supersedeas on Agreement or Application

(a) **General rule.** An appeal from an order which is not subject to Rule 1731 (automatic supersedeas of orders for the payment of money) shall, unless otherwise prescribed in or ordered pursuant to this chapter, operate as a supersedeas only upon the filing with the clerk of the court below of appropriate security as prescribed in this rule. Either court may, upon its own motion or application of any party in interest, impose such terms and conditions as it deems just and will maintain the res or status quo pending final judgment or will facilitate the performance of the order if sustained.

(b) **Tangible property.** When the order determines the disposition of the property in controversy as in real actions, replevin, and actions to foreclose mortgages or when such property is in the custody of the sheriff, or when the proceeds of such property or appropriate security for its value is in the possession, custody or control of the court, the amount of the additional security shall be fixed by agreement of the parties, or by the court, at such sums only as will secure any damages for the use and detention of the property, interest, the costs of the matter and costs on appeal.

(c) **Other cases.** In all other cases the security shall be in such amount as the lower court in the first instance or the appellate court or a judge thereof shall deem just and proper.

(d) **Public officer.** Where the effect of an order is to remove a public officer from office a supersedeas of the order shall not reinstate the officer unless the order of supersedeas shall expressly so provide.

Note: The court is granted wide discretion under this rule as to the terms and conditions to be imposed and it may require (1) the execution and deposit of a deed where the order appealed from directs the execution of the conveyance or other instrument, (2) the delivery of personal property for safe keeping pending appeal where the order appealed from directs

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

ANNE E. MONTI,

Plaintiff

-vs-

JOHN M. MONTI,

Defendant

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*
*
*
*

No. 04-1563-CD

ORDER

AND NOW, this 15th day of May, 2009, upon consideration of the Defendant's request for a supercedeas pending appeal, it is the ORDER of this Court that said request is granted.

Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway piano, and a judgment note from Defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate.

IT IS THE FURTHER ORDER OF THIS COURT that the Defendant shall keep the mortgage payments on both the former marital residence and the commercial real estate current.

BY THE COURT:

/S/ Fredric J Ammerman

President Judge

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAY 18 2009

Attest.

William L. Brown
Prothonotary

PLAINTIFF'S
EXHIBIT

[Signature]

the assignment or delivery of such property, or (3) other terms required in the interest of justice.

Adopted Nov. 5, 1975, effective July 1, 1976. Amended Dec. 11, 1978, effective Dec. 30, 1978.

Rule 1734. Appropriate Security

(a) **General rule.** For the purposes of this chapter any of the following, when deposited with the clerk, constitutes appropriate security, unless otherwise ordered pursuant to this chapter:

- (1) Legal tender of the United States.
- (2) Any of the following, if registered in the name of or to the order of the Commonwealth of Pennsylvania:
 - (i) United States Treasury bills;
 - (ii) certificates of deposit issued by a Federally-insured bank, bank and trust company, savings bank, savings association, banking association or savings and loan association having an office within this Commonwealth;
 - (iii) irrevocable letters of credit issued by a Federally-insured bank, bank and trust company, savings bank, savings association, banking association or saving and loan association having an office within this Commonwealth. The clerk may transfer or negotiate such bills or certificates for the purposes of this chapter.
- (3) A bond conforming to the requirements of this rule executed by a surety company which has qualified with the clerk under Section 664 of The Insurance Company Law of 1921 (40 P.S. § 835).
- (4) A bond conforming to the requirements of this rule executed by a surety approved by the court as sufficient.

(b) **Terms of bond.** A supersedeas bond shall be conditioned for the satisfaction of the order if it is affirmed or if for any reason the appeal is dismissed, or for the satisfaction of any modification of the order and in either case costs, interest and any damages for delay that may finally be awarded.

(c) **Liability of sureties.** If security is given under this chapter in the form of a bond, stipulation or other undertaking in the nature of a bond, with one or more sureties, each surety submits himself to the jurisdiction of the lower court and irrevocably appoints the clerk of the lower court as his agent upon whom any papers affecting his liability on the bond or undertaking may be served. This liability may be enforced on application in the lower court without the necessity of an independent action. The application and such notice of the application as the lower court prescribes may be served on the clerk of the lower court, who shall forthwith mail copies to the sureties if their addresses are known.

Note: 42 Pa.C.S. § 3561 (money paid into court) provides that all money paid into court shall be held in the custody of such officer, shall be invested in such manner, and shall be withdrawn from deposit, as shall be prescribed by general rules, and that any such investment, except as otherwise prescribed by or pursuant to general rules, shall be restricted to obli-

gations of the United States or the United States Treasury, or of the Commonwealth. Rule 1734(a)(2) provides an expanded form of investment as contemplated by the statute.

As to book-entry treasury bills deposited in court, see 31 CFR § 350.3(a)(5).

Adopted Nov. 5, 1975, effective July 1, 1976. Amended Dec. 11, 1978, effective Dec. 30, 1978; April 26, 1982, effective 120 days after May 15, 1982; July 7, 1997, effective in 60 days.

Rule 1735. Effect of Supersedeas on Execution or Distribution

(a) **General rule.** The filing of appropriate security in the amount required by or pursuant to this chapter within 30 days from the entry of the order appealed from shall stay any execution theretofore entered. The filing of such appropriate security after the 30 day period shall stay only executions or distributions thereafter issued or ordered.

(b) **Notation in judgment index.** Upon the filing of appropriate security in the amount required by or pursuant to this chapter the clerk of the lower court shall note in the docket and in any separate judgment index: "appeal perfected; lien discharged." Upon return of the record by the appellate court to the lower court, in a matter where the order appealed from was affirmed in whole or in part, the clerk of the lower court shall thereupon enter an order, as of the date of receipt of the remanded record, against the appellant for the amount due upon the order as affirmed, with interest and costs as provided by law.

Adopted Nov. 5, 1975, effective July 1, 1976. Amended Dec. 11, 1978, effective Dec. 30, 1978.

Rule 1736. Exemption from Security

(a) **General rule.** No security shall be required of:

- (1) The Commonwealth or any officer thereof, acting in his official capacity.
- (2) Any political subdivision or any officer thereof, acting in his official capacity, except in any case in which a common pleas court has affirmed an arbitration award in a grievance or similar personnel matter.
- (3) A party acting in a representative capacity.
- (4) A taxpayer appealing from a judgment entered in favor of the Commonwealth upon an account duly settled when security has already been given as required by law.
- (5) An appellant who has already filed security in a lower court, conditioned as prescribed by these rules for the final outcome of the appeal.

(b) **Supersedeas automatic.** Unless otherwise ordered pursuant to this chapter the taking of an appeal by any party specified in Subdivision (a) of this rule shall operate as a supersedeas in favor of such party.

Note: This rule is self-executing, and a party entitled to its benefits is not required to bring the exemption to the attention of the court under Rule 1732 (application for stay or injunction pending appeal). However, the appellee may apply under Rule 1732 for elimination or other modification of the automatic supersedeas or under Rule 1737 (objections to

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ANNE E. MONTI,

Plaintiff

vs.

JOHN M. MONTI,

Defendant

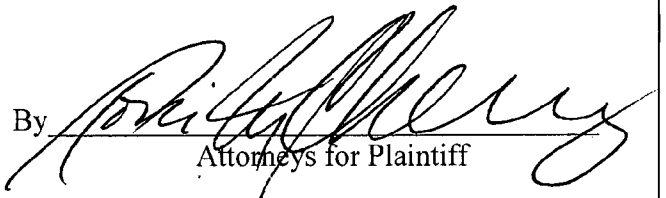
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CERTIFICATE OF SERVICE

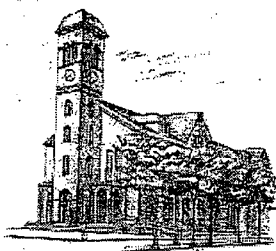
I hereby certify that on this 28th day of December, 2010, a true and correct copy of Plaintiff's Petition for Civil Contempt for Disobedience of the Order of October 8, 2010, was served upon the Defendant, JOHN M. MONTI, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

JOHN M. MONTI
973 Treasure Lake
DuBois, PA 15801

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

Dated: December 28, 2010



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

December 28, 2010

COPY

Superior Court of Pennsylvania
Office of the Prothonotary
600 Grant Building
Pittsburgh, PA 15219

RE: Anne E. Monti

vs

John M. Monti

No. 04-1563-CD

Superior Court No. 1766 WDA 2010

Dear Prothonotary:

Enclosed you will find the above referenced complete record appealed to your office. Please also find enclosed three items under separate cover, consisting of two transcripts and a set of exhibits from a Master's hearing.

Sincerely,

William A. Shaw
Prothonotary

5
FILED
DEC 28 2010

William A. Shaw
Prothonotary/Clerk of Courts

#87

CERTIFICATE AND TRANSMITTAL OF RECORD UNDER PENNSYLVANIA
RULE OF APPELLATE PROCEDURE 1931(c)

To the Prothonotary of the Appellate Court to which the within matter has been appealed:

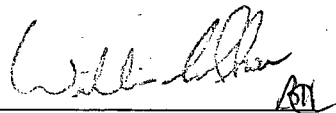
THE UNDERSIGNED, Clerk (or Prothonotary) of the Court of Common Pleas of Clearfield County, the said Court being a court of record, does hereby certify that annexed hereto is a true and correct copy of the whole and entire record, including an opinion of the Court as required by Pa. R.A.P. 1925, the original papers and exhibits, if any, on file, the transcript of the proceeding, if any, and the docket entries in the following matter:

2004-1563-CD
Anne E. Monti
Vs.
John M. Monti

In compliance with Pa. R.A.P. 1931 (c).

The documents comprising the record have been numbered from No. 1 to 86, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is December 28, 2010.



William A. Shaw
Prothonotary/Clerk of Courts

(seal)

Date: 12/28/2010

Time: 11:11 AM

Page 1 of 7

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
10/8/2004	Filing: Divorce Complaint Additional Counts Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$30.00 (Check)	No Judge
	Filing: Divorce No Custody Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$95.00 (Check) 2 Cert. to Atty.	No Judge
01/20/2004	Affidavit of Service of Divorce Complaint filed by Atty. T. Cherry No cc.	No Judge
02/22/2004	AND NOW, this 22nd day of Dec. 2004, upon agreement of the parties the following Order is entered: (See Original) S/FJA 2 CC to T. Cherry.	Fredric Joseph Ammerman
01/16/2006	Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's Request for Production of Documents were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No cc.	Fredric Joseph Ammerman
	Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's First Set of Interrogatories to Defendant were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No CC.	Fredric Joseph Ammerman
01/19/2007	Motion for Appointment of Master, filed by Atty. Cherry. 3 Cert. to Atty.	Fredric Joseph Ammerman
01/20/2007	Order, this 20th day of June, 2007, Ordered that: Pre-Trial Conference shall be held on the 13th day of Sept., 2007 at 9:00 a.m. in Chambers. Cynthia B. Stewart, Esquire, is appointed as Master in Divorce. Master's Hearing shall be held in Hearing Room 3 on the 16th day of Nov., 2007 at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraisal documents as well as any other documents by no later than Sept. 12, 2007. Each party shall by no later than Oct. 16, 2007 deposit the amount of \$250.00 with Prothonotary. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Milgrub, Cherry, Stewart	Fredric Joseph Ammerman
01/15/2007	Petition to Withdraw as Counsel, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
01/21/2007	Order, this 20th day of August, 2007, Richard H. Milgrub, Esquire, is permitted to withdraw as counsel on behalf of the Defendant. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub; 1CC Def. - 973 Treasure Lake, Caribbean Rd., DuBois, PA 15801	Fredric Joseph Ammerman
01/22/2007	Praecipe to Withdraw as Counsel, on behalf of John M. Monti, please withdraw my appearance. Filed by s/ Richard H. Milgrub, Esquire. No CC	Fredric Joseph Ammerman
01/27/2007	Defendant's Pretrial Statement, filed by s/ John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
	Inventory and Appraisement, filed by s/ John M. Monti, Defendant No CC	Fredric Joseph Ammerman
	Income and Expense Statement, filed by s/John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
01/12/2007	Plaintiff's Pre-Trial Statement, filed by s/ Toni M. Cherry, Esquire. 4CC Atty	Fredric Joseph Ammerman
	Income and Expense Sheet, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman
	Inventory, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman

Date: 12/28/2010

Time: 11:11 AM

Page 2 of 7

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
9/17/2007	Fredric Joseph Ammerman
Order, this 14th day of Sept., 2007, following pre-trial conference, 1. Master's Hearing will be held before Daniel A. Payne, Esquire, a full day on the 15th day of Nov. 2007 commencing at 9:00 a.m. in Hearing Room No. 3, and one-half day on the 16th day of Nov., 2007 commencing at 9:00 a.m. in Hearing Room No. 3. 2. Each party shall by no later than Oct. 16, 2007 deposit \$375.00 with the Prothonotary. 3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801; 1CC D. Payne (without memo)	
0/11/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Anne E. Mathisen Receipt number: 1921021 Dated: 10/11/2007 Amount: \$375.00 (Check)	
0/19/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921114 Dated: 10/19/2007 Amount: \$275.00 (Check)	
1/16/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921479 Dated: 11/16/2007 Amount: \$100.00 (Check)	
	Fredric Joseph Ammerman
Filing: Retake Prior Name Paid by: Monti, Anne E. (plaintiff) Receipt number: 1921487 Dated: 11/16/2007 Amount: \$10.00 (Cash) Anne E. Monti, To Be Known As Anne E. Mathisen. 6 Certificates to Plff.	
	Fredric Joseph Ammerman
Affidavit of Consent, signed by Anne E. Monti, Plaintiff. No CC	
	Fredric Joseph Ammerman
Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by Anne E. Monti, Plaintiff. No CC	
1/21/2007	Fredric Joseph Ammerman
Order, this 20th day of Nov., 2007, following Master's hearing, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Cherry; Def.; D. Payne; Court reporter	
1/26/2007	Fredric Joseph Ammerman
Affidavit of Consent, signed by John M. Monti, Defendant. No CC	
	Fredric Joseph Ammerman
Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by John M. Monti, Defendant. No CC	
1/16/2008	Fredric Joseph Ammerman
Order, this 15th day of Jan, 2008, Defendant's pro se request for a thirty day extension in which to file post hearing brief following Master's hearing is granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	
1/19/2008	Fredric Joseph Ammerman
Entry of Appearance, on behalf of Defendant, enter appearance of Earle D. Lees, Esquire. Filed by s/ Earle D. Lees, Jr., Esquire. 1CC Atty. Lees	
1/13/2008	Fredric Joseph Ammerman
Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, on November 15, 2007 and November 16, 2007, filed.	
1/8/2009	Fredric Joseph Ammerman
Petition For Special Relief, filed by s Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
1/12/2009	Fredric Joseph Ammerman
Rule, this 9th day of Jan., 2009, upon consideration of the Defendant's Petition for Special Relief, it is Ordered that a Rule be issued upon the Plaintiff. Rule returnable by hearing the 6th day of Feb., 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	

Date: 12/28/2010

Time: 11:11 AM

Page 3 of 7

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/13/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing was served upon Toni M. Cherry Esquire by regular first class mail this 12th day of January 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
1/5/2009	Fredric Joseph Ammerman
Answer to Petition For Special Relief, filed by s/ Toni M. Cherry	
1/10/2009	Fredric Joseph Ammerman
Order, this 6th day of Feb., 2009, hearing on Defendant's Petition for Special Relief is Continued to Feb. 23, 2009 at 10:00 a.m. Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	
	Fredric Joseph Ammerman
Order, this 6th day of Feb., 2009, it is Ordered that the Prothonotary note the withdrawal of Earle D. Lees, Jr., Esquire as attorney for the Defendant. The Prothonotary shall enter the appearance of Reichard H. Milgrub, Esquire as attorney for the Defendant. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub; 1CC Atty. Lees (without memo)	
1/13/2009	Fredric Joseph Ammerman
Report and Recommendation of Master, filed by s/ Daniel A. Payne, Esquire. 4CC Atty. Payne	
1/23/2009	Fredric Joseph Ammerman
Exhibits From Master's Hearing, filed by s/ Daniel A. Payne, Esquire. No CC	
1/2/2009	Fredric Joseph Ammerman
Order, this 20th day of Feb., 2009, the hearing on the Petition for Special Relief which has been rescheduled for Feb. 23, 2009 is continued. Argument on the execeptions to the Master's Report is scheduled for the 12th of March, 2009, at 2:15 p.m. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
	Fredric Joseph Ammerman
Order, this 2nd day of March, 2009, it is Ordered that Hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief is scheduled for April 16, 2009 at 1:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub	
1/5/2009	Fredric Joseph Ammerman
Exceptions to Master's Report, filed by s/ Richard H. Milgrub Esq. 2CC Atty.	
1/31/2009	Fredric Joseph Ammerman
Divorce Decree/Dated: March 30, 2009. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Milgrub and T. Cherry March 31, 2009, Vital Statistics information reported to New Castle, PA.	
	Fredric Joseph Ammerman
Order NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED. It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows: (see original for details) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: T. Cherry and Milgrub and 1CC D. Payne (without memo)	
1/14/2009	Fredric Joseph Ammerman
Praecipe to Withdraw Petition for Special Relief, filed by s/ Richard H. Milgrub, Esquire. 1CC atty. Milgrub	
	Fredric Joseph Ammerman
Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
	Fredric Joseph Ammerman
Amended Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	

Date: 12/28/2010

Time: 11:11 AM

Page 4 of 7

Clerk of Court
Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
4/20/2009	Order, AND NOW, this 16 day of April 2009, upon consideration of the Defendant's Amended Motion for Alimony Adjustment, it is hereby ORDERED AND DECREED that hearing on said Motion for the 3rd day of June 2009 at 2:30 pm in Courtroom No. 1. 1 1/2 hour(s) has/have been allotted for said hearing. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub.	Fredric Joseph Ammerman
4/21/2009	Certificate of Service, filed. That a certified copy of the Defendant's Motion for Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing was served upon Toni M. Cherry Esq., this 20th day of April 2009 by first class mail, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
4/28/2009	Filing: Notice of Appeal to High Court Paid by: Milgrub, Richard H. (attorney for Monti, John M.) Receipt number: 1929201 Dated: 4/28/2009 Amount: \$50.00 (Check) For: Monti, John M. (defendant) filed by s/Richard H. Milgrub, Esq. One CC with check to Superior Court Five CC Attorney Milgrub	Fredric Joseph Ammerman
	Application for Supersedeas by Defendant, John M. Monti, Pending Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
	Proof of Service, filed. That the Notice of Appeal was served by first class mail to Toni M. Cherry Esq., and by service in person to Honorable Fredric J. Ammerman, Daniel Nelson and Tom Snyder, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
	Request for Transcript, filed by s/Richard H. Milgrub, Esq. One CC Superior Court Four CC Attorney Milgrub	Fredric Joseph Ammerman
	Order, NOW, this 28th day of April, 2009, Appellant to file a concise statement within 21 days. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys T. Cherry and R. Milgrub	Fredric Joseph Ammerman
4/29/2009	Order, this 29th day of April, 2009, a hearing on Defendant's Application for Supersedeas, Pending Appeal, is scheduled for the 8th day of May, 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman
4/30/2009	Certificate of Service, filed. Hereby certify that Defendant's Application for Supersedeas by Defendant, John M. Monti, pending appeal, and order scheduling hearing was served upon Toni M. Cherry Esq. on this 30th day of April 2009 and also via facsimile transmission on April 30, 2009, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
4/8/2009	Appeal Docket Sheet from Superior Court of Pennsylvania, case number 718 WDA 2009, filed.	Fredric Joseph Ammerman
4/12/2009	Order, this 8th day of May, 2009, following argument on Defendant's Application for Supersedeas, it is Ordered that counsel supply the Court with a letter brief by no later than May 12, 2009, along with a proposed Order being submitted by Attorney Milgrub. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
4/13/2009	Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty.	Fredric Joseph Ammerman

Date: 12/28/2010

Time: 11:11 AM

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Clerk of Court
Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
5/18/2009	Fredric Joseph Ammerman
Order AND NOW, this 15th day of May 2009, upon consideration of the Defendant's request for a supercedeas pending appeal, it is the ORDER of this Court that said requested is granted. Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway Piano, and a judgment note from defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate. IT IS THE FURTHER ORDER OF THIS COURT that the defendant shall keep the mortgage payments on both the former marital residence and the commercial real estate current. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Milgrub.	
5/20/2009	Fredric Joseph Ammerman
Opinion, May 20, 2009, this Court requests that this matter be remanded by the Superior Court for correction of amount to be paid by Def. to Plff. for equitable distribution. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub; 1CC Superior Court (without memo)	
5/8/2009	Fredric Joseph Ammerman
Transcript of Proceedings, filed. Argument on Defendant's Exceptions to Master's Report, held before Fredric J. Ammerman, Pres. Judge, on March 12, 2009.	
5/29/2009	Fredric Joseph Ammerman
June 29, 2009, Mailed Appeal to Superior Court. June 29, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	
	Fredric Joseph Ammerman
June 29, 2009, Letter to Superior Court, Re: Appeal Mailed to Superior Court.	
7/7/2009	Fredric Joseph Ammerman
Motion for Leave to Amend 1925 (B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	
7/9/2009	Fredric Joseph Ammerman
Certificate of Contents, original record of the case was received by Superior Court on 7-7-09. NoCC	
7/13/2009	Fredric Joseph Ammerman
Order, AND NOW, this 13th day of July, 2009, Order of this Court that the Defendant be permitted to amend the 1925(B) Statement of Errors Complained of on Appeal. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Milgrub	
7/23/2009	Fredric Joseph Ammerman
Amended 1925(B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
7/31/2009	Fredric Joseph Ammerman
July 31, 2009, Mailed Supplement to Appeal to Superior Court. July 31, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	
	Fredric Joseph Ammerman
July 31, 2009, Letter to Superior Court, Supplement to Appeal Mailed to Superior Court.	
7/7/2009	Fredric Joseph Ammerman
Certificate of Contents, re; a supplement to the original record was received by Superior Court 8-6-09	
7/18/2010	Fredric Joseph Ammerman
Motion to Suspend Alimony Pendent Lite, filed by s/ John M. Monti, Defendant. 1 CC Defendant 1 CC Attorney Milgrub	
7/20/2010	Fredric Joseph Ammerman
Order this 19th day of May 2010, upon consideration of the Plaintiff's Motion to Suspend Allimony Pendente Lite, it is hereby ORDERED and DECREED that hearing on said Motion be scheduled for the 25th day June 2010 at 9:00 am BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC deft (with memo) and 1CC Atty Milgrub.	

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
3/17/2010	Order this 17th day of June 2010 due to a scheduling conflict, it is the ORDER of this Court that the hearing on the Defendant's Motion to Suspend Alimony Pendente Lite be and is hereby rescheduled from June 25, 2010 at 9:00 am to the 17th day of August 2010 at 9:00 am in courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: T. Cherry and Milgrub.	Fredric Joseph Ammerman
7/8/2010	Judgment Order from Superior Court, filed. Order Vacated. Case remanded with instructions. Jrisdiction relinquished. Certificate of Contents of Remanded Record and Notice of Remand, filed Case returned to Common Pleas Court.	No Judge Fredric Joseph Ammerman
7/14/2010	Certificate of Remittal/Remand of Record, filed. Remand/Remittal Date: July 6, 2010.	Fredric Joseph Ammerman
7/19/2010	Order, this 15th of July, 2010, a status conference is scheduled in chambers for the 19th of Aug., 2010 at 11:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
3/20/2010	Order, this 17th of Aug., 2010, it is Ordered: 1. Plff. shall have no more than 20 days from this date in which to file any Motions/Petitions relative the issues of temporary alimony and/or compliance with any other Orders of Court. 2. Hearing on Def.'s Motion to Suspend Alimony Pendente Lite is continued, to be scheduled. 3. Status Conference scheduled for Aug. 19, 2010 is canceled. 4. Counsel for both parties shall have no more than 20 days from this date to submit letter brief to the Court describing the error each believes was made in the Master's Report and as to how that error should be corrected. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
1/30/2010	Praeipce to Withdraw Appearance, on behalf of Def., withdraw appearance of Richard H. Milgrub, Esq. filed by s/ Atty. Milgrub. 1CC to Atty.	Fredric Joseph Ammerman
1/23/2010	Order this 21st day of September 2010, it is the ORDER of this Court a hearing on the Defendant's Motion to Suspend Alimony Pendente Lite and Enforcement hearing on Temporary Alimony are hereby scheduled for the 20th day of October 2010 at 1:30. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. cert to Atty Cherry and deft.	Fredric Joseph Ammerman
0/8/2010	Opinion and Order, filed Cert. to Atty. Cherry, Defendant, Law Library and Mikesell Order, dated October 8, 2010.	Fredric Joseph Ammerman
0/26/2010	Order, NOW, this 20th day of October, 2010, following taking of testimony relative the Defendant's Pro Se Motion to Suspend Alimony Pendente Lite, Order that the said Motion be and is hereby Denied. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorney T. Cherry One CC Defendant	Fredric Joseph Ammerman
1/4/2010	Filing: Appeal to High Court Paid by: Monti, John M. (defendant) Receipt number: 1937517 Dated: 11/4/2010 Amount: \$50.00 (Check) For: Monti, John M. (defendant) Notice of Appeal, filed by s/ John M. Monti, Pro Se Def. 2CC Def., 1CC & Check for \$73.50 to Superior Court	Fredric Joseph Ammerman Fredric Joseph Ammerman

Date: 12/28/2010

Time: 11:11 AM

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Clerk of Allegheny County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
11/16/2010	Fredric Joseph Ammerman
Proof of Service, John M. Monti served the Notice of Appeal on Nov. 8, 2010, by first class mail upon: Honorable Fredric J. Ammerman, Pres. Judge Tom Snyder, Court Reporter Service in person as follows: Toni M. Cherry, Esq. Filed by s/ John M. Monti, Def. 1CC to Superior Court w/certified copy of Notice of Appeal and check # 1360 for \$73.50	
11/17/2010	Fredric Joseph Ammerman
Order, this 16th of Nov., 2010, it is Ordered that John M. Monti file a concise statement of the matters complained of on Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	
11/22/2010	Fredric Joseph Ammerman
Appeal Docket Sheet, filed Superior Court Docket # 1766 WDA 2010.	
12/7/2010	Fredric Joseph Ammerman
Proof of Service, filed. The Notice of Appeal upon Honorable Fredric J. Ammerman, President Judge and Toni M. Cherry Esq by first class mail, filed by s/ John M. Monti-deft. No CC.	
	Fredric Joseph Ammerman
Statement of Errors Complained of on Appeal, filed by s/ John M. Monti, Pro Se, Def. No CC	
12/20/2010	Fredric Joseph Ammerman
Order, this 17th of Dec., 2010, it is intention of the Court not to issue further Opinion. By The Court /s/Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	
12/28/2010	Fredric Joseph Ammerman
December 28, 2010, Mailed Appeal to Superior Court. December 28, 2010, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and John M. Monti with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	

I hereby certify this to be a true and attested copy of the original statement filed in this case.

DEC 28 2010

Attest.

William A. B...
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	10/08/04	Divorce Complaint	08
02	10/20/04	Affidavit of Service	02
03	12/22/04	Order, Re: marital property	02
04	06/16/06	Certificate of Service	01
05	06/16/06	Certificate of Service	01
06	06/19/07	Motion for Appointment of Master	03
07	06/20/07	Order, Re: Master in Divorce appointed	02
08	08/15/07	Petition to Withdraw as Counsel	04
09	08/21/07	Order, Re: withdrawal of counsel	01
10	08/22/07	Praeipce to Withdraw as Counsel	02
11	09/07/07	Defendant's Pretrial Statement	12
12	09/07/07	Inventory and Appraisement	15
13	09/07/07	Income and Expense Statement	04
14	09/12/07	Plaintiff's Pre-Trial Statement	06
15	09/12/07	Income and Expense Sheet	05
16	09/12/07	Inventory	41
17	09/17/07	Order, Re: Master's Hearing scheduled	01
18	11/16/07	Retake Prior Name	02
19	11/16/07	Affidavit of Consent	01
20	11/16/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
21	11/21/07	Order, Re: transcripts and briefs to be submitted following Master's Hearing	02
22	11/26/07	Affidavit of Consent	01
23	11/26/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
24	01/16/08	Order, Re: post hearing brief extension	02
25	03/19/08	Entry of Appearance	02
26	08/13/08	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, November 15, 2007, and November 16, 2007	Separate Cover
27	01/08/09	Petition for Special Relief	09
28	01/12/09	Rule, Re: rule returnable hearing scheduled	01
29	01/13/09	Certificate of Service	02
30	02/05/09	Answer to Petition for Special Relief	08
31	02/10/09	Order, Re: hearing on Defendant's Petition for Special Relief continued	01
32	02/10/09	Order, Re: withdrawal and entry of appearance	01
33	02/13/09	Report and Recommendation of Master	33
34	02/23/09	Exhibits from Master's Hearing	Separate Cover
35	03/02/09	Order, Re: hearing on Petition for Special Relief continued	02
36	03/02/09	Order, Re: hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief scheduled	01
37	03/05/09	Exceptions to Master's Report	07
38	03/31/09	Divorce Decree	02
39	03/31/09	Order, Re: Exceptions dismissed. Report and Recommendation of the Master is approved	03
40	04/14/09	Praeipce to Withdraw Petition for Special Relief	02
41	04/14/09	Motion for Alimony Adjustment	04
42	04/14/09	Amended Motion for Alimony Adjustment	04

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
43	04/20/09	Order, Re: Defendant's Amended Motion for Alimony Adjustment	01
44	04/21/09	Certificate of Service	02
45	04/28/09	Notice of Appeal to High Court	16
46	04/28/09	Application for Supersedeas by Defendant	08
47	04/28/09	Proof of Service	02
48	04/28/09	Request for Transcript	02
49	04/28/09	Order, Re: Appellant to file a concise statement	01
50	04/29/09	Order, Re: hearing on Application for Supersedeas scheduled	01
51	04/30/09	Certificate of Service	02
52	05/08/09	Appeal Docket Sheet from Superior Court, Docket Number 718 WDA 2009	03
53	05/12/09	Order, Re: briefs to be submitted related to Application for Supersedeas	01
54	05/13/09	Statement of Errors Complained of on Appeal	03
55	05/18/09	Order, Re: supersedeas granted	01
56	05/20/09	Opinion	01
57	06/08/09	Transcript of Proceedings, Argument on Defendant's Exceptions to Master's Report, held before President Judge Fredric J. Ammerman on March 12, 2009	Separate Cover
58	06/29/09	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c)	08
		Mailed Appeal to Superior Court June 29, 2009	
59	06/29/09	Letter to Superior Court, Re: Appeal Mailed	09
60	07/07/09	Motion for Leave to Amend 1925(B) Statement of Errors Complained of on Appeal	04
61	07/09/09	Certificate of Contents, Record received by Superior Court	01
62	07/13/09	Order, Re: Defendant be permitted to amend the 1925(B) Statement of Errors	01
63	07/23/09	Amended 1925(B) Statement of Errors Complained of on Appeal	02
64	07/31/09	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	09
65	07/31/09	Letter to Superior Court, Supplement to Appeal mailed.	10
66	08/07/09	Certificate of Contents	01
67	05/18/10	Motion to Suspend Alimony Pendente Lite	02
68	05/20/10	Order, Re: Motion to Suspend Alimony Pendente Lite scheduled	01
69	06/17/10	Order, Re: Motion to Suspend Alimony Pendente Lite rescheduled	01
70	07/08/10	Judgment Order from Superior Court	01
71	07/08/10	Certificate of Contents of Remanded Record and Notice of Remand	02
72	07/14/10	Certificate of Remittal/Remand of Record	01
73	07/19/10	Order, Re: status conference scheduled	01
74	08/20/10	Order, Re: arguments and briefs	01
75	08/30/10	Praeipie to Withdraw Appearance	03
76	09/23/10	Order, Re: Motion to Suspend Alimony Pendente Lite and Enforcement Hearing on Temporary Alimony are scheduled	01
77	10/08/10	Opinion and Order	04
78	10/26/10	Order, Re: Motion to Suspend Alimony Pendente Lite Denied	01
79	11/04/10	Notice of Appeal to High Court	22
80	11/16/10	Proof of Service	02
81	11/17/10	Order, Re: concise statement to be filed	01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
82	11/22/10	Appeal Docket Sheet, Superior Court #1766 WDA 2010	02
83	12/07/10	Proof of Service	02
84	12/07/10	Statement of Errors Complained of on Appeal	02
85	12/20/10	Order, Re: no further opinion	01
86	12/28/10	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and John M. Monti with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	11

Appeal Docket Sheet

Docket Number: 1766 WDA 2010

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November 19, 2010

Superior Court of Pennsylvania

2004-1563-CD

Secure



CAPTION

Anne E. Monti

v

John M. Monti

Appellant

CASE INFORMATION

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: November 19, 2010 Awaiting Original Record

Journal Number:

Case Category: Civil Case Type(s): Divorce

FILED

NOV 22 2010

William A. Shaw
Prothonotary/Clerk of Courts

CONSOLIDATED CASES

RELATED CASES

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement

Next Event Due Date: December 3, 2010

Next Event Type: Original Record Received

Next Event Due Date: January 3, 2011

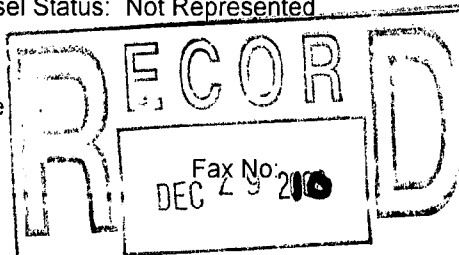
COUNSEL INFORMATION

Appellant Monti, John M

Pro Se: Yes Appoint Counsel Status: Not Represented

IFP Status: No

Pro Se: Monti, John M
Address: 973 Treasure Lake
DuBois, PA 15801
Phone No: (814) 591-1925
Receive Mail: Yes
Receive Email: No



77 opinion

Appellee Monti, Anne E

Pro Se: No Appoint Counsel Status: Represented

IFP Status: No

Attorney: Cherry, Toni M.
Bar No: 030205
Law Firm: Gleason, Cherry and Cherry, L.L.P.
Address: 1 N FRANKLIN ST
PO BOX 505
DUBOIS, PA 15801
Phone No: (814) 371-5800
Receive Mail: Yes
Receive Email: No



3 pabs
2 transcripts
1 set exhibits

Fax No: (814) 371-0936

1766 WDA 2010

#82

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 1766 WDA 2010

Page 2 of 2

November 19, 2010

Secure**FEE INFORMATION**

Fee Dt	Fee Name	Fee Amt	Receipt Dt	Receipt No	Receipt Amt
11/19/2010	Notice of Appeal	73.50	11/19/2010	2010-SPR-W-001153	73.50

AGENCY/TRIAL COURT INFORMATION

Court Below:	Clearfield County Court of Common Pleas	Division:	Clearfield County Civil Division
County:	Clearfield	Judicial District:	46
Order Appealed From:	October 8, 2010	Notice of Appeal Filed:	November 4, 2010
Documents Received:	November 19, 2010		
Order Type:	Order Entered		
OTN(s):			
Lower Ct Docket No(s):	2004-1563-CD		
Lower Ct Judge(s):	Ammerman, Fredric J. President Judge		

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description
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Date of Remand of Record:

BRIEFING SCHEDULE

None

None

DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
November 19, 2010	Notice of Appeal Docketed	Appellant	Monti, John M
November 19, 2010	Docketing Statement Exited (Domestic Relations)		Valecko, Eleanor R.

CERTIFICATE AND TRANSMITTAL OF RECORD UNDER PENNSYLVANIA
RULE OF APPELLATE PROCEDURE 1931(c)

To the Prothonotary of the Appellate Court to which the within matter has been appealed:

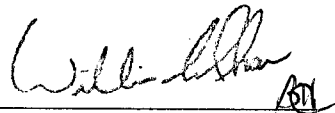
THE UNDERSIGNED, Clerk (or Prothonotary) of the Court of Common Pleas of Clearfield County, the said Court being a court of record, does hereby certify that annexed hereto is a true and correct copy of the whole and entire record, including an opinion of the Court as required by Pa. R.A.P. 1925, the original papers and exhibits, if any, on file, the transcript of the proceeding, if any, and the docket entries in the following matter:

2004-1563-CD
Anne E. Monti
Vs.
John M. Monti

In compliance with Pa. R.A.P. 1931 (c).

The documents comprising the record have been numbered from No. 1 to 86, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is December 28, 2010.



William A. Shaw
Prothonotary/Clerk of Courts

(seal)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Anne E. Monti

Vs.

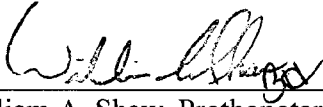
Case No. 2004-01563-CD

John M. Monti

CERTIFICATE OF CONTENTS

NOW, this 28th day of December, 2010, the undersigned, Prothonotary or Deputy Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, the said Court of record, does hereby certify that attached is the original record of the case currently on Appeal.

An additional copy of this Certificate is enclosed with the original hereof and the Clerk or Prothonotary of the Superior Court is hereby directed to acknowledge receipt of the Appeal Record by executing such copy at the place indicated by forthwith returning the same to this Court.

By: 
William A. Shaw, Prothonotary

Record, Etc. Received:

Date: _____

(Signature & Title)

Date: 12/28/2010

Time: 11:11 AM

Page 1 of 7

Cleard County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
10/8/2004	Filing: Divorce Complaint Additional Counts Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$30.00 (Check)	No Judge
	Filing: Divorce No Custody Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$95.00 (Check) 2 Cert. to Atty.	No Judge
10/20/2004	Affidavit of Service of Divorce Complaint filed by Atty. T. Cherry No cc.	No Judge
12/22/2004	AND NOW, this 22nd day of Dec. 2004, upon agreement of the parties the following Order is entered: (See Original) S/FJA 2 CC to T. Cherry.	Fredric Joseph Ammerman
6/16/2006	Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's Request for Production of Documents were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No cc.	Fredric Joseph Ammerman
	Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's First Set of Interrogatories to Defendant were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No CC.	Fredric Joseph Ammerman
6/19/2007	Motion for Appointment of Master, filed by Atty. Cherry. 3 Cert. to Atty.	Fredric Joseph Ammerman
6/20/2007	Order, this 20th day of June, 2007, Ordered that: Pre-Trial Conference shall be held on the 13th day of Sept., 2007 at 9:00 a.m. in Chambers. Cynthia B. Stewart, Esquire, is appointed as Master in Divorce. Master's Hearing shall be held in Hearing Room 3 on the 16th day of Nov., 2007 at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraisal documents as well as any other documents by no later than Sept. 12, 2007. Each party shall by no later than Oct. 16, 2007 deposit the amount of \$250.00 with Prothonotary. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Milgrub, Cherry, Stewart	Fredric Joseph Ammerman
8/15/2007	Petition to Withdraw as Counsel, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
8/21/2007	Order, this 20th day of August, 2007, Richard H. Milgrub, Esquire, is permitted to withdraw as counsel on behalf of the Defendant. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub; 1CC Def. - 973 Treasure Lake, Caribbean Rd., DuBois, PA 15801	Fredric Joseph Ammerman
8/22/2007	Praecept to Withdraw as Counsel, on behalf of John M. Monti, please withdraw my appearance. Filed by s/ Richard H. Milgrub, Esquire. No CC	Fredric Joseph Ammerman
9/7/2007	Defendant's Pretrial Statement, filed by s/ John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
	Inventory and Appraisement, filed by s/ John M. Monti, Defendant No CC	Fredric Joseph Ammerman
	Income and Expense Statement, filed by s/John M. Monti, Defendant. No C C	Fredric Joseph Ammerman
9/12/2007	Plaintiff's Pre-Trial Statement, filed by s/ Toni M. Cherry, Esquire. 4CC Atty	Fredric Joseph Ammerman
	Income and Expense Sheet, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman
	Inventory, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	Fredric Joseph Ammerman

Date: 12/28/2010

Time: 11:11 AM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
9/17/2007	Order, this 14th day of Sept., 2007, following pre-trial conference, 1. Master's Hearing will be held before Daniel A. Payne, Esquire, a full day on the 15th day of Nov. 2007 commencing at 9:00 a.m. in Hearing Room No. 3, and one-half day on the 16th day of Nov., 2007 commencing at 9:00 a.m. in Hearing Room No. 3. 2. Each party shall by no later than Oct. 16, 2007 deposit \$375.00 with the Prothonotary. 3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801; 1CC D. Payne (without memo)	Fredric Joseph Ammerman
10/11/2007	Filing: Divorce Master Fee Paid by: Anne E. Mathisen Receipt number: 1921021 Dated: 10/11/2007 Amount: \$375.00 (Check)	Fredric Joseph Ammerman
10/19/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921114 Dated: 10/19/2007 Amount: \$275.00 (Check)	Fredric Joseph Ammerman
11/16/2007	Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921479 Dated: 11/16/2007 Amount: \$100.00 (Check)	Fredric Joseph Ammerman
	Filing: Retake Prior Name Paid by: Monti, Anne E. (plaintiff) Receipt number: 1921487 Dated: 11/16/2007 Amount: \$10.00 (Cash) Anne E. Monti, To Be Known As Anne E. Mathisen. 6 Certificates to Plff.	Fredric Joseph Ammerman
	Affidavit of Consent, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by Anne E. Monti, Plaintiff. No CC	Fredric Joseph Ammerman
11/21/2007	Order, this 20th day of Nov., 2007, following Master's hearing, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Cherry; Def.; D. Payne; Court reporter	Fredric Joseph Ammerman
11/26/2007	Affidavit of Consent, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
	Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by John M. Monti, Defendant. No CC	Fredric Joseph Ammerman
1/16/2008	Order, this 15th day of Jan, 2008, Defendant's pro se request for a thirty day extension in which to file post hearing brief following Master's hearing is granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	Fredric Joseph Ammerman
3/19/2008	Entry of Appearance, on behalf of Defendant, enter appearance of Earle D. Lees, Esquire. Filed by s/ Earle D. Lees, Jr., Esquire. 1CC Atty. Lees	Fredric Joseph Ammerman
8/13/2008	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, on November 15, 2007 and November 16, 2007, filed.	Fredric Joseph Ammerman
1/8/2009	Petition For Special Relief, filed by s Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
1/12/2009	Rule, this 9th day of Jan., 2009, upon consideration of the Defendant's Petition for Special Relief, it is Ordered that a Rule be issued upon the Plaintiff. Rule returnable by hearing the 6th day of Feb., 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman

Date: 12/28/2010

Time: 11:11 AM

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Clerk of Court
Old County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/13/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing was served upon Toni M. Cherry Esquire by regular first class mail this 12th day of January 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
2/5/2009	Fredric Joseph Ammerman
Answer to Petition For Special Relief, filed by s/ Toni M. Cherry	
2/10/2009	Fredric Joseph Ammerman
Order, this 6th day of Feb., 2009, hearing on Defendant's Petition for Special Relief is Continued to Feb. 23, 2009 at 10:00 a.m. Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	
Order, this 6th day of Feb., 2009, it is Ordered that the Prothonotary note the withdrawal of Earle D. Lees, Jr., Esquire as attorney for the Defendant. The Prothonotary shall enter the appearance of Reichard H. Milgrub, Esquire as attorney for the Defendant. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub; 1CC Atty. Lees (without memo)	
2/13/2009	Fredric Joseph Ammerman
Report and Recommendation of Master, filed by s/ Daniel A. Payne, Esquire. 4CC Atty. Payne	
2/23/2009	Fredric Joseph Ammerman
Exhibits From Master's Hearing, filed by s/ Daniel A. Payne, Esquire. No CC	
3/2/2009	Fredric Joseph Ammerman
Order, this 20th day of Feb., 2009, the hearing on the Petition for Special Relief which has been rescheduled for Feb. 23, 2009 is continued. Argument on the execeptions to the Master's Report is scheduled for the 12th of March, 2009, at 2:15 p.m. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
Order, this 2nd day of March, 2009, it is Ordered that Hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief is scheduled for April 16, 2009 at 1:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub	
3/5/2009	Fredric Joseph Ammerman
Exceptions to Master's Report, filed by s/ Richard H. Milgrub Esq. 2CC Atty.	
3/31/2009	Fredric Joseph Ammerman
Divorce Decree/Dated: March 30, 2009. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Milgrub and T. Cherry March 31, 2009, Vital Statistics information reported to New Castle, PA.	
Order NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED. It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows: (see original for details) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: T. Cherry and Milgrub and 1CC D. Payne (without memo)	
4/14/2009	Fredric Joseph Ammerman
Praeipce to Withdraw Petition for Special Relief, filed by s/ Richard H. Milgrub, Esquire. 1CC atty. Milgrub	
Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
Amended Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	

Date: 12/28/2010

Time: 11:11 AM

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Clerk of Court
Old County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
4/20/2009	Order, AND NOW, this 16 day of April 2009, upon consideration of the Defendant's Amended Motion for Alimony Adjustment, it is hereby ORDERED AND DECREED that hearing on said Motion for the 3rd day of June 2009 at 2:30 pm in Courtroom No. 1. 1 1/2 hour(s) has/have been allotted for said hearing. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub.	Fredric Joseph Ammerman
4/21/2009	Certificate of Service, filed. That a certified copy of the Defendant's Motion for Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing was served upon Toni M. Cherry Esq., this 20th day of April 2009 by first class mail, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
4/28/2009	Filing: Notice of Appeal to High Court Paid by: Milgrub, Richard H. (attorney for Monti, John M.) Receipt number: 1929201 Dated: 4/28/2009 Amount: \$50.00 (Check) For: Monti, John M. (defendant)filed by s/Richard H. Milgrub, Esq. One CC with check to Superior Court Five CC Attorney Milgrub	Fredric Joseph Ammerman
	Application for Supercedeas by Defendant, John M. Monti, Pending Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	Fredric Joseph Ammerman
	Proof of Service, filed. That the Notice of Appeal was served by first class mail to Toni M. Cherry Esq., and by service in person to Honorable Fredric J. Ammerman, Daniel Nelson and Tom Snyder, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
	Request for Transcript, filed by s/Richard H. Milgrub, Esq. One CC Superior Court Four CC Attorney Milgrub	Fredric Joseph Ammerman
	Order, NOW, this 28th day of April, 2009, Appellant to file a concise statement within 21 days. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys T. Cherry and R. Milgrub	Fredric Joseph Ammerman
4/29/2009	Order, this 29th day of April, 2009, a hearing on Defendant's Application for Supercedeas, Pending Appeal, is scheduled for the 8th day of May, 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	Fredric Joseph Ammerman
4/30/2009	Certificate of Service, filed. Hereby certify that Defendant's Application for Supercedeas by Defendant, John M. Monti, pending appeal, and order scheduling hearing was served upon Toni M. Cherry Esq. on this 30th day of April 2009 and also via facsimile transmission on April 30, 2009, filed by s/ Richard H. Milgrub Esq. No CC.	Fredric Joseph Ammerman
5/8/2009	Appeal Docket Sheet from Superior Court of Pennsylvania, case number 718 WDA 2009, filed.	Fredric Joseph Ammerman
5/12/2009	Order, this 8th day of May, 2009, following argument on Defendant's Application for Supersedeas, it is Ordered that counsel supply the Court with a letter brief by no later than May 12, 2009, along with a proposed Order being submitted by Attorney Milgrub. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
5/13/2009	Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty.	Fredric Joseph Ammerman

Date: 12/28/2010

Time: 11:11 AM

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Clerk of Court
Old County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
5/18/2009	Fredric Joseph Ammerman
Order AND NOW, this 15th day of May 2009, upon consideration of the Defendant's request for a supercedeas pending appeal, it is the ORDER of this Court that said requested is granted. Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway Piano, and a judgment note from defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate. IT IS THE FURTHER ORDER OF THIS COURT that the defendant shall keep the mortgage payments on both the former marital residence and the commerical real estate current. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Milgrub.	
5/20/2009	Fredric Joseph Ammerman
Opinion, May 20, 2009, this Court requests that this matter be remanded by the Superior Court for correction of amount to be paid by Def. to Plff. for equitable distribution. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub; 1CC Superior Court (without memo)	
6/8/2009	Fredric Joseph Ammerman
Transcript of Proceedings, filed. Argument on Defendant's Exceptions to Master's Report, held before Fredric J. Ammerman, Pres. Judge, on March 12, 2009.	
6/29/2009	Fredric Joseph Ammerman
June 29, 2009, Mailed Appeal to Superior Court. June 29, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	
	Fredric Joseph Ammerman
June 29, 2009, Letter to Superior Court, Re: Appeal Mailed to Superior Court.	
7/7/2009	Fredric Joseph Ammerman
Motion for Leave to Amend 1925 (B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	
7/9/2009	Fredric Joseph Ammerman
Certificate of Contents, original record of the case was received by Superior Court on 7-7-09. NoCC	
7/13/2009	Fredric Joseph Ammerman
Order, AND NOW, this 13th day of July, 2009, Order of this Court that the Defendant be permitted to amend the 1925(B) Statement of Errors Complained of on Appeal. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Milgrub	
7/23/2009	Fredric Joseph Ammerman
Amended 1925(B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
7/31/2009	Fredric Joseph Ammerman
July 31, 2009, Mailed Supplement to Appeal to Superior Court. July 31, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	
	Fredric Joseph Ammerman
July 31, 2009, Letter to Superior Court, Supplement to Appeal Mailed to Superior Court.	
8/7/2009	Fredric Joseph Ammerman
Certificate of Contents, re; a supplement to the original record was received by Superior Court 8-6-09	
5/18/2010	Fredric Joseph Ammerman
Motion to Suspend Alimony Pendent Lite, filed by s/ John M. Monti, Defendant. 1 CC Defendant 1 CC Attorney Milgrub	
5/20/2010	Fredric Joseph Ammerman
Order this 19th day of May 2010, upon consideration of the Plaintiff's Motion to Suspend Allimony Pendente Lite, it is hereby ORDERED and DECREED that hearing on said Motion be scheduled for the 25th day June 2010 at 9:00 am BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC deft (with memo) and 1CC Atty Milgrub.	

Date: 12/28/2010

Time: 11:11 AM

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Clerk of Court
Id County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
6/17/2010	Order this 17th day of June 2010 due to a scheduling conflict, it is the ORDER of this Court that the hearing on the Defendant's Motion to Suspend Alimony Pendente Lite be and is hereby rescheduled from June 25, 2010 at 9:00 am to the 17th day of August 2010 at 9:00 am in courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: T. Cherry and Milgrub.	Fredric Joseph Ammerman
7/8/2010	Judgment Order from Superior Court, filed. Order Vacated. Case remanded with instructions. Jrisdiction relinquished. Certificate of Contents of Remanded Record and Notice of Remand, filed Case returned to Common Pleas Court.	No Judge Fredric Joseph Ammerman
7/14/2010	Certificate of Remittal/Remand of Record, filed. Remand/Remittal Date: July 6, 2010.	Fredric Joseph Ammerman
7/19/2010	Order, this 15th of July, 2010, a status conference is scheduled in chambers for the 19th of Aug., 2010 at 11:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
8/20/2010	Order, this 17th of Aug., 2010, it is Ordered: 1. Plff. shall have no more than 20 days from this date in which to file any Motions/Petitions relative the issues of temporary alimony and/or compliance with any other Orders of Court. 2. Hearing on Def.'s Motion to Suspend Alimony Pendente Lite is continued, to be scheduled. 3. Status Conference scheduled for Aug. 19, 2010 is canceled. 4. Counsel for both parties shall have no more than 20 days from this date to submit letter brief to the Court describing the error each believes was made in the Master's Report and as to how that error should be corrected. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	Fredric Joseph Ammerman
8/30/2010	Praeipce to Withdraw Appearance, on behalf of Def., withdraw appearance of Richard H. Milgrub, Esq. filed by s/ Atty. Milgrub. 1CC to Atty.	Fredric Joseph Ammerman
9/23/2010	Order this 21st day of September 2010, it is the ORDER of this Court a hearing on the Defendant's Motion to Suspend Alimony Pendente Lite and Enforcement hearing on Temporary Alimony are hereby scheduled for the 20th day of October 2010 at 1:30. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. cert to Atty Cherry and deft.	Fredric Joseph Ammerman
10/8/2010	Opinion and Order, filed Cert. to Atty. Cherry, Defendant, Law Library and Mikesell Order, dated October 8, 2010.	Fredric Joseph Ammerman
10/26/2010	Order, NOW, this 20th day of October, 2010, following taking of testimony relative the Defendant's Pro Se Motion to Suspend Alimony Pendente Lite, Order that the said Motion be and is hereby Denied. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorney T. Cherry One CC Defendant	Fredric Joseph Ammerman
11/4/2010	Filing: Appeal to High Court Paid by: Monti, John M. (defendant) Receipt number: 1937517 Dated: 11/4/2010 Amount: \$50.00 (Check) For: Monti, John M. (defendant) Notice of Appeal, filed by s/ John M. Monti, Pro Se Def. 2CC Def., 1CC & Check for \$73.50 to Superior Court	Fredric Joseph Ammerman Fredric Joseph Ammerman

Date: 12/28/2010

Time: 11:11 AM

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Clerk of Court
Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
11/16/2010	Fredric Joseph Ammerman
Proof of Service, John M. Monti served the Notice of Appeal on Nov. 8, 2010, by first class mail upon: Honorable Fredric J. Ammerman, Pres. Judge Tom Snyder, Court Reporter Service in person as follows: Toni M. Cherry, Esq. Filed by s/ John M. Monti, Def. 1CC to Superior Court w/certified copy of Notice of Appeal and check # 1360 for \$73.50	
11/17/2010	Fredric Joseph Ammerman
Order, this 16th of Nov., 2010, it is Ordered that John M. Monti file a concise statement of the matters complained of on Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, Dubois, PA 15801	
11/22/2010	Fredric Joseph Ammerman
Appeal Docket Sheet, filed Superior Court Docket # 1766 WDA 2010.	
12/7/2010	Fredric Joseph Ammerman
Proof of Service, filed. The Notice of Appeal upon Honorable Fredric J. Ammerman, President Judge and Toni M. Cherry Esq by first class mail, filed by s/ John M. Monti-def. No CC.	
	Fredric Joseph Ammerman
Statement of Errors Complained of on Appeal, filed by s/ John M. Monti, Pro Se, Def. No CC	
12/20/2010	Fredric Joseph Ammerman
* Order, this 17th of Dec., 2010, it is intention of the Court not to issue further Opinion. By The Court /s/Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	
12/28/2010	Fredric Joseph Ammerman
December 28, 2010, Mailed Appeal to Superior Court. December 28, 2010, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and John M. Monti with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	

I hereby certify this to be a true and attested copy of the original statement filed in this case.

DEC 28 2010

Attest.

William A. B...
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	10/08/04	Divorce Complaint	08
02	10/20/04	Affidavit of Service	02
03	12/22/04	Order, Re: marital property	02
04	06/16/06	Certificate of Service	01
05	06/16/06	Certificate of Service	01
06	06/19/07	Motion for Appointment of Master	03
07	06/20/07	Order, Re: Master in Divorce appointed	02
08	08/15/07	Petition to Withdraw as Counsel	04
09	08/21/07	Order, Re: withdrawal of counsel	01
10	08/22/07	Praecipe to Withdraw as Counsel	02
11	09/07/07	Defendant's Pretrial Statement	12
12	09/07/07	Inventory and Appraisalment	15
13	09/07/07	Income and Expense Statement	04
14	09/12/07	Plaintiff's Pre-Trial Statement	06
15	09/12/07	Income and Expense Sheet	05
16	09/12/07	Inventory	41
17	09/17/07	Order, Re: Master's Hearing scheduled	01
18	11/16/07	Retake Prior Name	02
19	11/16/07	Affidavit of Consent	01
20	11/16/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
21	11/21/07	Order, Re: transcripts and briefs to be submitted following Master's Hearing	02
22	11/26/07	Affidavit of Consent	01
23	11/26/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
24	01/16/08	Order, Re: post hearing brief extension	02
25	03/19/08	Entry of Appearance	02
26	08/13/08	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, November 15, 2007, and November 16, 2007	Separate Cover
27	01/08/09	Petition for Special Relief	09
28	01/12/09	Rule, Re: rule returnable hearing scheduled	01
29	01/13/09	Certificate of Service	02
30	02/05/09	Answer to Petition for Special Relief	08
31	02/10/09	Order, Re: hearing on Defendant's Petition for Special Relief continued	01
32	02/10/09	Order, Re: withdrawal and entry of appearance	01
33	02/13/09	Report and Recommendation of Master	33
34	02/23/09	Exhibits from Master's Hearing	Separate Cover
35	03/02/09	Order, Re: hearing on Petition for Special Relief continued	02
36	03/02/09	Order, Re: hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief scheduled	01
37	03/05/09	Exceptions to Master's Report	07
38	03/31/09	Divorce Decree	02
39	03/31/09	Order, Re: Exceptions dismissed. Report and Recommendation of the Master is approved	03
40	04/14/09	Praecipe to Withdraw Petition for Special Relief	02
41	04/14/09	Motion for Alimony Adjustment	04
42	04/14/09	Amended Motion for Alimony Adjustment	04

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
43	04/20/09	Order, Re: Defendant's Amended Motion for Alimony Adjustment	01
44	04/21/09	Certificate of Service	02
45	04/28/09	Notice of Appeal to High Court	16
46	04/28/09	Application for Supersedeas by Defendant	08
47	04/28/09	Proof of Service	02
48	04/28/09	Request for Transcript	02
49	04/28/09	Order, Re: Appellant to file a concise statement	01
50	04/29/09	Order, Re: hearing on Application for Supersedeas scheduled	01
51	04/30/09	Certificate of Service	02
52	05/08/09	Appeal Docket Sheet from Superior Court, Docket Number 718 WDA 2009	03
53	05/12/09	Order, Re: briefs to be submitted related to Application for Supersedeas	01
54	05/13/09	Statement of Errors Complained of on Appeal	03
55	05/18/09	Order, Re: supersedeas granted	01
56	05/20/09	Opinion	01
57	06/08/09	Transcript of Proceedings, Argument on Defendant's Exceptions to Master's Report, held before President Judge Fredric J. Ammerman on March 12, 2009	Separate Cover
58	06/29/09	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c)	08
		Mailed Appeal to Superior Court June 29, 2009	
59	06/29/09	Letter to Superior Court, Re: Appeal Mailed	09
60	07/07/09	Motion for Leave to Amend 1925(B) Statement of Errors Complained of on Appeal	04
61	07/09/09	Certificate of Contents, Record received by Superior Court	01
62	07/13/09	Order, Re: Defendant be permitted to amend the 1925(B) Statement of Errors	01
63	07/23/09	Amended 1925(B) Statement of Errors Complained of on Appeal	02
64	07/31/09	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	09
65	07/31/09	Letter to Superior Court, Supplement to Appeal mailed.	10
66	08/07/09	Certificate of Contents	01
67	05/18/10	Motion to Suspend Alimony Pendente Lite	02
68	05/20/10	Order, Re: Motion to Suspend Alimony Pendente Lite scheduled	01
69	06/17/10	Order, Re: Motion to Suspend Alimony Pendente Lite rescheduled	01
70	07/08/10	Judgment Order from Superior Court	01
71	07/08/10	Certificate of Contents of Remanded Record and Notice of Remand	02
72	07/14/10	Certificate of Remittal/Remand of Record	01
73	07/19/10	Order, Re: status conference scheduled	01
74	08/20/10	Order, Re: arguments and briefs	01
75	08/30/10	Praecipe to Withdraw Appearance	03
76	09/23/10	Order, Re: Motion to Suspend Alimony Pendente Lite and Enforcement Hearing on Temporary Alimony are scheduled	01
77	10/08/10	Opinion and Order	04
78	10/26/10	Order, Re: Motion to Suspend Alimony Pendente Lite Denied	01
79	11/04/10	Notice of Appeal to High Court	22
80	11/16/10	Proof of Service	02
81	11/17/10	Order, Re: concise statement to be filed	01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

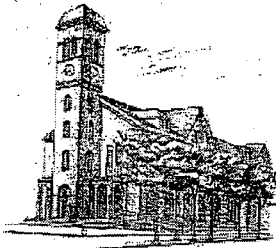
No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
82	11/22/10	Appeal Docket Sheet, Superior Court #1766 WDA 2010	02
83	12/07/10	Proof of Service	02
84	12/07/10	Statement of Errors Complained of on Appeal	02
85	12/20/10	Order, Re: no further opinion	01
86	12/28/10	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and John M. Monti with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	11



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

COPY

Fredric J. Ammerman, President Judge
Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

Toni M. Cherry, Esq.
PO Box 505
1 North Franklin Street
DuBois, PA 15801

John M. Monti
973 Treasure Lake
Caribbean Road, Treasure Lake
DuBois, PA 15801

Anne E. Monti
Vs.
John M. Monti

Court No. 04-1563-CD; Superior Court No. 1766 WDA 2010

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on December 28, 2010.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

FILED
DEC 28 2010

William A. Shaw
Prothonotary/Clerk of Courts

#86

Date: 12/28/2010

Time: 10:35 AM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
0/8/2004	No Judge
Filing: Divorce Complaint Additional Counts Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$30.00 (Check)	
Filing: Divorce No Custody Paid by: Gleason, Cherry & Cherry Receipt number: 1888063 Dated: 10/08/2004 Amount: \$95.00 (Check) 2 Cert. to Atty.	
0/20/2004	No Judge
Affidavit of Service of Divorce Complaint filed by Atty. T. Cherry No cc.	
2/22/2004	Fredric Joseph Ammerman
AND NOW, this 22nd day of Dec. 2004, upon agreement of the parties the following Order is entered: (See Original) S/FJA 2 CC to T. Cherry.	
1/16/2006	Fredric Joseph Ammerman
Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's Request for Production of Documents were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No cc.	
Certificate of Service, filed. That on this 13th day of June 2006, an original of Plaintiff's First Set of Interrogatories to Defendant were sent to Richard H. Milgrub Esq., filed by s/ Toni M. Cherry Esq. No CC.	
1/19/2007	Fredric Joseph Ammerman
Motion for Appointment of Master, filed by Atty. Cherry. 3 Cert. to Atty.	
1/20/2007	Fredric Joseph Ammerman
Order, this 20th day of June, 2007, Ordered that: Pre-Trial Conference shall be held on the 13th day of Sept., 2007 at 9:00 a.m. in Chambers. Cynthia B. Stewart, Esquire, is appointed as Master in Divorce. Master's Hearing shall be held in Hearing Room 3 on the 16th day of Nov., 2007 at 9:00 a.m. The parties shall complete all discovery and file their Inventory and Appraisal documents as well as any other documents by no later than Sept. 12, 2007. Each party shall by no later than Oct. 16, 2007 deposit the amount of \$250.00 with Prothonotary. (see original for further details). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Milgrub, Cherry, Stewart	
1/15/2007	Fredric Joseph Ammerman
Petition to Withdraw as Counsel, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
1/21/2007	Fredric Joseph Ammerman
Order, this 20th day of August, 2007, Richard H. Milgrub, Esquire, is permitted to withdraw as counsel on behalf of the Defendant. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub; 1CC Def. - 973 Treasure Lake, Caribbean Rd., DuBois, PA 15801	
1/22/2007	Fredric Joseph Ammerman
Praecipe to Withdraw as Counsel, on behalf of John M. Monti, please withdraw my appearance. Filed by s/ Richard H. Milgrub, Esquire. No CC	
1/7/2007	Fredric Joseph Ammerman
Defendant's Pretrial Statement, filed by s/ John M. Monti, Defendant. No CC	
Inventory and Appraisement, filed by s/ John M. Monti, Defendant. No CC	
Income and Expense Statement, filed by s/John M. Monti, Defendant. No CC	
1/12/2007	Fredric Joseph Ammerman
Plaintiff's Pre-Trial Statement, filed by s/ Toni M. Cherry, Esquire. 4CC Atty	
Income and Expense Sheet, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	
Inventory, filed by s/ Toni M. Cherry, Esquire. 4CC Atty.	

Date: 12/28/2010

Time: 10:35 AM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/17/2007	Fredric Joseph Ammerman
Order, this 14th day of Sept., 2007, following pre-trial conference, 1. Master's Hearing will be held before Daniel A. Payne, Esquire, a full day on the 15th day of Nov. 2007 commencing at 9:00 a.m. in Hearing Room No. 3, and one-half day on the 16th day of Nov., 2007 commencing at 9:00 a.m. in Hearing Room No. 3. 2. Each party shall by no later than Oct. 16, 2007 deposit \$375.00 with the Prothonotary. 3. All other directives of this Court's Order of June 20, 2007 shall remain in effect as stated. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801; 1CC D. Payne (without memo)	
0/11/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Anne E. Mathisen Receipt number: 1921021 Dated: 10/11/2007 Amount: \$375.00 (Check)	
0/19/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921114 Dated: 10/19/2007 Amount: \$275.00 (Check)	
1/16/2007	Fredric Joseph Ammerman
Filing: Divorce Master Fee Paid by: Monti, John M. (defendant) Receipt number: 1921479 Dated: 11/16/2007 Amount: \$100.00 (Check)	
	Fredric Joseph Ammerman
Filing: Retake Prior Name Paid by: Monti, Anne E. (plaintiff) Receipt number: 1921487 Dated: 11/16/2007 Amount: \$10.00 (Cash) Anne E. Monti, To Be Known As Anne E. Mathisen. 6 Certificates to Plff.	
	Fredric Joseph Ammerman
Affidavit of Consent, signed by Anne E. Monti, Plaintiff. No CC	
	Fredric Joseph Ammerman
Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by Anne E. Monti, Plaintiff. No CC	
1/21/2007	Fredric Joseph Ammerman
Order, this 20th day of Nov., 2007, following Master's hearing, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Cherry; Def.; D. Payne; Court reporter	
1/26/2007	Fredric Joseph Ammerman
Affidavit of Consent, signed by John M. Monti, Defendant. No CC	
	Fredric Joseph Ammerman
Waiver of Notice of Intention to Request Entry of a Divorce Decree Under Section 3301(c) of The Divorce Code, signed by John M. Monti, Defendant. No CC	
1/16/2008	Fredric Joseph Ammerman
Order, this 15th day of Jan, 2008, Defendant's pro se request for a thirty day extension in which to file post hearing brief following Master's hearing is granted. Post hearing briefs in this matter are to be filed no later than March 20, 2008. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	
1/19/2008	Fredric Joseph Ammerman
Entry of Appearance, on behalf of Defendant, enter appearance of Earle D. Lees, Esquire. Filed by s/ Earle D. Lees, Jr., Esquire. 1CC Atty. Lees	
1/13/2008	Fredric Joseph Ammerman
Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, on November 15, 2007 and November 16, 2007, filed.	
1/8/2009	Fredric Joseph Ammerman
Petition For Special Relief, filed by s Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
1/12/2009	Fredric Joseph Ammerman
Rule, this 9th day of Jan., 2009, upon consideration of the Defendant's Petition for Special Relief, it is Ordered that a Rule be issued upon the Plaintiff. Rule returnable by hearing the 6th day of Feb., 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	

Date: 12/28/2010

Time: 10:35 AM

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Cleary County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/13/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Petition for Special Relief and Order scheduling hearing was served upon Toni M. Cherry Esquire by regular first class mail this 12th day of January 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
1/5/2009	Fredric Joseph Ammerman
Answer to Petition For Special Relief, filed by s/ Toni M. Cherry	
1/10/2009	Fredric Joseph Ammerman
Order, this 6th day of Feb., 2009, hearing on Defendant's Petition for Special Relief is Continued to Feb. 23, 2009 at 10:00 a.m. Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub	
	Fredric Joseph Ammerman
Order, this 6th day of Feb., 2009, it is Ordered that the Prothonotary note the withdrawal of Earle D. Lees, Jr., Esquire as attorney for the Defendant. The Prothonotary shall enter the appearance of Reichard H. Milgrub, Esquire as attorney for the Defendant. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; T. Cherry, Milgrub; 1CC Atty. Lees (without memo).	
1/13/2009	Fredric Joseph Ammerman
Report and Recommendation of Master, filed by s/ Daniel A. Payne, Esquire. 4CC Atty. Payne	
1/23/2009	Fredric Joseph Ammerman
Exhibits From Master's Hearing, filed by s/ Daniel A. Payne, Esquire. No CC	
1/2/2009	Fredric Joseph Ammerman
Order, this 20th day of Feb., 2009, the hearing on the Petition for Special Relief which has been rescheduled for Feb. 23, 2009 is continued. Argument on the exceptions to the Master's Report is scheduled for the 12th of March, 2009, at 2:15 p.m. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
	Fredric Joseph Ammerman
Order, this 2nd day of March, 2009, it is Ordered that Hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief is scheduled for April 16, 2009 at 1:30 p.m. Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub	
1/5/2009	Fredric Joseph Ammerman
Exceptions to Master's Report, filed by s/ Richard H. Milgrub Esq. 2CC Atty.	
1/31/2009	Fredric Joseph Ammerman
Divorce Decree/Dated: March 30, 2009. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys Milgrub and T. Cherry March 31, 2009, Vital Statistics information reported to New Castle, PA.	
	Fredric Joseph Ammerman
Order NOW, this 30th day of March 2009, following argument on March 12, 2009 relative the Exceptions to the Master's Report and Recommendation filed by defendant, it is the ORDER of this Court that the Exceptions are hereby DISMISSED. It is the further ORDER of this Court that the said Report and Recommendation of the Master shall be and is hereby APPROVED. Therefore, it is the ORDER of this Court as follows: (see original for details) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Attys: T. Cherry and Milgrub and 1CC D. Payne (without memo)	
1/14/2009	Fredric Joseph Ammerman
Praeipce to Withdraw Petition for Special Relief, filed by s/ Richard H. Milgrub, Esquire. 1CC atty. Milgrub	
	Fredric Joseph Ammerman
Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
	Fredric Joseph Ammerman
Amended Motion for Alimony Adjustment, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	

Date: 12/28/2010

Time: 10:35 AM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/20/2009	Fredric Joseph Ammerman
Order, AND NOW, this 16 day of April 2009, upon consideration of the Defendant's Amended Motion for Alimony Adjustment, it is hereby ORDERED AND DECREED that hearing on said Motion for the 3rd day of June 2009 at 2:30 pm in Courtroom No. 1. 1 1/2 hour(s) has/have been allotted for said hearing. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Milgrub.	
1/21/2009	Fredric Joseph Ammerman
Certificate of Service, filed. That a certified copy of the Defendant's Motion for Alimony Adjustment, Amended Motion for Alimony Adjustment and Order scheduling hearing was served upon Toni M. Cherry Esq., this 20th day of April 2009 by first class mail, filed by s/ Richard H. Milgrub Esq. No CC.	
1/28/2009	Fredric Joseph Ammerman
Filing: Notice of Appeal to High Court Paid by: Milgrub, Richard H. (attorney for Monti, John M.) Receipt number: 1929201 Dated: 4/28/2009 Amount: \$50.00 (Check) For: Monti, John M. (defendant) filed by s/Richard H. Milgrub, Esq. One CC with check to Superior Court Five CC Attorney Milgrub	
Application for Supercedeas by Defendant, John M. Monti, Pending Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
Proof of Service, filed. That the Notice of Appeal was served by first class mail to Toni M. Cherry Esq., and by service in person to Honorable Fredric J. Ammerman, Daniel Nelson and Tom Snyder, filed by s/ Richard H. Milgrub Esq. No CC.	
Request for Transcript, filed by s/Richard H. Milgrub, Esq. One CC Superior Court Four CC Attorney Milgrub	
Order, NOW, this 28th day of April, 2009, Appellant to file a concise statement within 21 days. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorneys T. Cherry and R. Milgrub	
1/29/2009	Fredric Joseph Ammerman
Order, this 29th day of April, 2009, a hearing on Defendant's Application for Supercedeas, Pending Appeal, is scheduled for the 8th day of May, 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Milgrub	
1/30/2009	Fredric Joseph Ammerman
Certificate of Service, filed. Hereby certify that Defendant's Application for Supercedeas by Defendant, John M. Monti, pending appeal, and order scheduling hearing was served upon Toni M. Cherry Esq. on this 30th day of April 2009 and also via facsimile transmission on April 30, 2009, filed by s/ Richard H. Milgrub Esq. No CC.	
1/8/2009	Fredric Joseph Ammerman
Appeal Docket Sheet from Superior Court of Pennsylvania, case number 718 WDA 2009, filed,	
1/12/2009	Fredric Joseph Ammerman
Order, this 8th day of May, 2009, following argument on Defendant's Application for Supersedeas, it is Ordered that counsel supply the Court with a letter brief by no later than May 12, 2009, along with a proposed Order being submitted by Attorney Milgrub. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Milgrub	
1/13/2009	Fredric Joseph Ammerman
Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty.	

Date: 12/28/2010

Time: 10:35 AM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/18/2009	Fredric Joseph Ammerman
Order AND NOW, this 15th day of May 2009, upon consideration of the Defendant's request for a supercedas pending appeal, it is the ORDER of this Court that said requested is granted. Security for said appeal shall be in the form of the title to a Corvette automobile, a Steinway Piano, and a judgment note from defendant to Plaintiff against all of the equity in both the former marital residence and the commercial real estate. IT IS THE FURTHER ORDER OF THIS COURT that the defendant shall keep the mortgage payments on both the former marital residence and the commercial real estate current. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Milgrub.	
1/20/2009	Fredric Joseph Ammerman
Opinion, May 20, 2009, this Court requests that this matter be remanded by the Superior Court for correction of amount to be paid by Def. to Plff. for equitable distribution. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; T. Cherry, Milgrub; 1CC Superior Court (without memo)	
1/8/2009	Fredric Joseph Ammerman
Transcript of Proceedings, filed. Argument on Defendant's Exceptions to Master's Report, held before Fredric J. Ammerman, Pres. Judge, on March 12, 2009.	
1/29/2009	Fredric Joseph Ammerman
June 29, 2009, Mailed Appeal to Superior Court. June 29, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	
	Fredric Joseph Ammerman
June 29, 2009, Letter to Superior Court, Re: Appeal Mailed to Superior Court.	
1/7/2009	Fredric Joseph Ammerman
Motion for Leave to Amend 1925 (B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub Esq. 1CC Atty Milgrub.	
1/9/2009	Fredric Joseph Ammerman
Certificate of Contents, original record of the case was received by Superior Court on 7-7-09. NoCC	
1/13/2009	Fredric Joseph Ammerman
Order, AND NOW, this 13th day of July, 2009, Order of this Court that the Defendant be permitted to amend the 1925(B) Statement of Errors Complained of on Appeal. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Milgrub	
1/23/2009	Fredric Joseph Ammerman
Amended 1925(B) Statement of Errors Complained of on Appeal, filed by s/ Richard H. Milgrub, Esquire. 1CC Atty. Milgrub	
1/31/2009	Fredric Joseph Ammerman
July 31, 2009, Mailed Supplement to Appeal to Superior Court. July 31, 2009, Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	
	Fredric Joseph Ammerman
July 31, 2009, Letter to Superior Court, Supplement to Appeal Mailed to Superior Court.	
1/7/2009	Fredric Joseph Ammerman
Certificate of Contents, re; a supplement to the original record was received by Superior Court 8-6-09	
1/18/2010	Fredric Joseph Ammerman
Motion to Suspend Alimony Pendente Lite, filed by s/ John M. Monti, Defendant. 1 CC Defendant 1 CC Attorney Milgrub	
1/20/2010	Fredric Joseph Ammerman
Order this 19th day of May 2010, upon consideration of the Plaintiff's Motion to Suspend Alimony Pendente Lite, it is hereby ORDERED and DECREED that hearing on said Motion be scheduled for the 25th day June 2010 at 9:00 am BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC deft (with memo) and 1CC Atty Milgrub.	

Date: 12/28/2010

Time: 10:35 AM

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Clerk of Court
Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

Anne E. Monti vs. John M. Monti

Divorce

Date		Judge
1/17/2010	Order this 17th day of June 2010 due to a scheduling conflict, it is the ORDER of this Court that the hearing on the Defendant's Motion to Suspend Alimony Pendente Lite be and is hereby rescheduled from June 25, 2010 at 9:00 am to the 17th day of August 2010 at 9:00 am in courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: T. Cherry and Milgrub.	Fredric Joseph Ammerman
7/8/2010	Judgment Order from Superior Court, filed. Order Vacated. Case remanded with instructions. Jurisdiction relinquished. Certificate of Contents of Remanded Record and Notice of Remand, filed Case returned to Common Pleas Court.	No Judge Fredric Joseph Ammerman
7/14/2010	Certificate of Remittal/Remand of Record, filed. Remand/Remittal Date: July 6, 2010.	Fredric Joseph Ammerman
7/19/2010	Order, this 15th of July, 2010, a status conference is scheduled in chambers for the 19th of Aug., 2010 at 11:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
1/20/2010	Order, this 17th of Aug., 2010, it is Ordered: 1. Plff. shall have no more than 20 days from this date in which to file any Motions/Petitions relative the issues of temporary alimony and/or compliance with any other Orders of Court. 2. Hearing on Def.'s Motion to Suspend Alimony Pendente Lite is continued, to be scheduled. 3. Status Conference scheduled for Aug. 19, 2010 is canceled. 4. Counsel for both parties shall have no more than 20 days from this date to submit letter brief to the Court describing the error each believes was made in the Master's Report and as to how that error should be corrected. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: T. Cherry, Milgrub	Fredric Joseph Ammerman
1/30/2010	Praecipe to Withdraw Appearance, on behalf of Def., withdraw appearance of Richard H. Milgrub, Esq. filed by s/ Atty. Milgrub. 1CC to Atty.	Fredric Joseph Ammerman
1/23/2010	Order this 21st day of September 2010, it is the ORDER of this Court a hearing on the Defendant's Motion to Suspend Alimony Pendente Lite and Enforcement hearing on Temporary Alimony are hereby scheduled for the 20th day of October 2010 at 1:30. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. cert to Atty Cherry and deft.	Fredric Joseph Ammerman
0/8/2010	Opinion and Order, filed Cert. to Atty. Cherry, Defendant, Law Library and Mikesell Order, dated October 8, 2010.	Fredric Joseph Ammerman
0/26/2010	Order, NOW, this 20th day of October, 2010, following taking of testimony relative the Defendant's Pro Se Motion to Suspend Alimony Pendente Lite, Order that the said Motion be and is hereby Denied. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorney T. Cherry One CC Defendant	Fredric Joseph Ammerman
1/4/2010	Filing: Appeal to High Court Paid by: Monti, John M. (defendant) Receipt number: 1937517 Dated: 11/4/2010 Amount: \$50.00 (Check) For: Monti, John M. (defendant) Notice of Appeal, filed by s/ John M. Monti, Pro Se Def. 2CC Def., 1CC & Check for \$73.50 to Superior Court	Fredric Joseph Ammerman Fredric Joseph Ammerman

Date: 12/28/2010

Time: 10:35 AM

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Clearfield County Court of Common Pleas

ROA Report

Case: 2004-01563-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Anne E. Monti vs. John M. Monti

Divorce

Date	Judge
1/16/2010	Fredric Joseph Ammerman
Proof of Service, John M. Monti served the Notice of Appeal on Nov. 8, 2010, by first class mail upon: Honorable Fredric J. Ammerman, Pres. Judge Tom Snyder, Court Reporter Service in person as follows: Toni M. Cherry, Esq. Filed by s/ John M. Monti, Def. 1CC to Superior Court w/certified copy of Notice of Appeal and check # 1360 for \$73.50	
1/17/2010	Fredric Joseph Ammerman
Order, this 16th of Nov., 2010, it is Ordered that John M. Monti file a concise statement of the matters complained of on Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, Dubois, PA 15801	
1/22/2010	Fredric Joseph Ammerman
Appeal Docket Sheet, filed Superior Court Docket # 1766 WDA 2010.	
2/7/2010	Fredric Joseph Ammerman
Proof of Service, filed. The Notice of Appeal upon Honorable Fredric J. Ammerman, President Judge and Toni M. Cherry Esq by first class mail, filed by s/ John M. Monti-def. No CC.	
	Fredric Joseph Ammerman
Statement of Errors Complained of on Appeal, filed by s/ John M. Monti, Pro Se, Def. No CC	
2/20/2010	Fredric Joseph Ammerman
Order, this 17th of Dec., 2010, it is intention of the Court not to issue further Opinion. By The Court /s/Fredric J. Ammerman, Pres. Judge. 1CC Atty. T. Cherry; 1CC Def. - 973 Treasure Lake, DuBois, PA 15801	

I hereby certify this to be a true and attested copy of the original statement filed in this case.

DEC 28 2010

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	10/08/04	Divorce Complaint	08
02	10/20/04	Affidavit of Service	02
03	12/22/04	Order, Re: marital property	02
04	06/16/06	Certificate of Service	01
05	06/16/06	Certificate of Service	01
06	06/19/07	Motion for Appointment of Master	03
07	06/20/07	Order, Re: Master in Divorce appointed	02
08	08/15/07	Petition to Withdraw as Counsel	04
09	08/21/07	Order, Re: withdrawal of counsel	01
10	08/22/07	Praecipe to Withdraw as Counsel	02
11	09/07/07	Defendant's Pretrial Statement	12
12	09/07/07	Inventory and Appraisement	15
13	09/07/07	Income and Expense Statement	04
14	09/12/07	Plaintiff's Pre-Trial Statement	06
15	09/12/07	Income and Expense Sheet	05
16	09/12/07	Inventory	41
17	09/17/07	Order, Re: Master's Hearing scheduled	01
18	11/16/07	Retake Prior Name	02
19	11/16/07	Affidavit of Consent	01
20	11/16/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
21	11/21/07	Order, Re: transcripts and briefs to be submitted following Master's Hearing	02
22	11/26/07	Affidavit of Consent	01
23	11/26/07	Waiver of Notice of Intention to Request Entry of a Divorce Decree	01
24	01/16/08	Order, Re: post hearing brief extension	02
25	03/19/08	Entry of Appearance	02
26	08/13/08	Transcript of Master's Hearing held before Daniel A. Payne, Esq., Divorce Master, November 15, 2007, and November 16, 2007	Separate Cover
27	01/08/09	Petition for Special Relief	09
28	01/12/09	Rule, Re: rule returnable hearing scheduled	01
29	01/13/09	Certificate of Service	02
30	02/05/09	Answer to Petition for Special Relief	08
31	02/10/09	Order, Re: hearing on Defendant's Petition for Special Relief continued	01
32	02/10/09	Order, Re: withdrawal and entry of appearance	01
33	02/13/09	Report and Recommendation of Master	33
34	02/23/09	Exhibits from Master's Hearing	Separate Cover
35	03/02/09	Order, Re: hearing on Petition for Special Relief continued	02
36	03/02/09	Order, Re: hearing on Defendant's Petition to Modify Spousal Support and Defendant's Petition for Special Relief scheduled	01
37	03/05/09	Exceptions to Master's Report	07
38	03/31/09	Divorce Decree	02
39	03/31/09	Order, Re: Exceptions dismissed. Report and Recommendation of the Master is approved	03
40	04/14/09	Praecipe to Withdraw Petition for Special Relief	02
41	04/14/09	Motion for Alimony Adjustment	04
42	04/14/09	Amended Motion for Alimony Adjustment	04

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
43	04/20/09	Order, Re: Defendant's Amended Motion for Alimony Adjustment	01
44	04/21/09	Certificate of Service	02
45	04/28/09	Notice of Appeal to High Court	16
46	04/28/09	Application for Supersedeas by Defendant	08
47	04/28/09	Proof of Service	02
48	04/28/09	Request for Transcript	02
49	04/28/09	Order, Re: Appellant to file a concise statement	01
50	04/29/09	Order, Re: hearing on Application for Supersedeas scheduled	01
51	04/30/09	Certificate of Service	02
52	05/08/09	Appeal Docket Sheet from Superior Court, Docket Number 718 WDA 2009	03
53	05/12/09	Order, Re: briefs to be submitted related to Application for Supersedeas	01
54	05/13/09	Statement of Errors Complained of on Appeal	03
55	05/18/09	Order, Re: supersedeas granted	01
56	05/20/09	Opinion	01
57	06/08/09	Transcript of Proceedings, Argument on Defendant's Exceptions to Master's Report, held before President Judge Fredric J. Ammerman on March 12, 2009	Separate Cover
58	06/29/09	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c)	08
		Mailed Appeal to Superior Court June 29, 2009	
59	06/29/09	Letter to Superior Court, Re: Appeal Mailed	09
60	07/07/09	Motion for Leave to Amend 1925(B) Statement of Errors Complained of on Appeal	04
61	07/09/09	Certificate of Contents, Record received by Superior Court	01
62	07/13/09	Order, Re: Defendant be permitted to amend the 1925(B) Statement of Errors	01
63	07/23/09	Amended 1925(B) Statement of Errors Complained of on Appeal	02
64	07/31/09	Letters, Re: Notification of mailing appeal mailed to Toni M. Cherry, Esq. and Richard H. Milgrub, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	09
65	07/31/09	Letter to Superior Court, Supplement to Appeal mailed.	10
66	08/07/09	Certificate of Contents	01
67	05/18/10	Motion to Suspend Alimony Pendente Lite	02
68	05/20/10	Order, Re: Motion to Suspend Alimony Pendente Lite scheduled	01
69	06/17/10	Order, Re: Motion to Suspend Alimony Pendente Lite rescheduled	01
70	07/08/10	Judgment Order from Superior Court	01
71	07/08/10	Certificate of Contents of Remanded Record and Notice of Remand	02
72	07/14/10	Certificate of Remittal/Remand of Record	01
73	07/19/10	Order, Re: status conference scheduled	01
74	08/20/10	Order, Re: arguments and briefs	01
75	08/30/10	Praeipie to Withdraw Appearance	03
76	09/23/10	Order, Re: Motion to Suspend Alimony Pendente Lite and Enforcement Hearing on Temporary Alimony are scheduled	01
77	10/08/10	Opinion and Order	04
78	10/26/10	Order, Re: Motion to Suspend Alimony Pendente Lite Denied	01
79	11/04/10	Notice of Appeal to High Court	22
80	11/16/10	Proof of Service	02
81	11/17/10	Order, Re: concise statement to be filed	01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1563-CD

Anne E. Monti

Vs.

John M. Monti

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
82	11/22/10	Appeal Docket Sheet, Superior Court #1766 WDA 2010	02
83	12/07/10	Proof of Service	02
84	12/07/10	Statement of Errors Complained of on Appeal	02
85	12/20/10	Order, Re: no further opinion	01

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

ANNE E. MONTI,
Plaintiff

vs.

JOHN M. MONTI,
Defendant

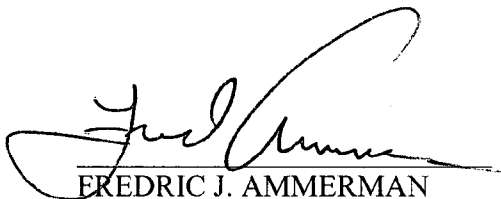
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No. 2004-1563-CD

ORDER

AND NOW this 17 day of December, 2010, upon review by this Court of the 1925
(B) Statement of Errors Complained of on Appeal filed by the defendant in this matter, it is the
intention of this Court not to issue further opinion as the issues raised by the defendant in the
aforesaid statement have been addressed in the Master's Report and Recommendation and this
Court's previous Opinion of October 8, 2010, both of which are filed of record in this matter,
therefore no further Opinion is required.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

014:00301
DEC 20 2010

William A. Shaw
Prothonotary, Clearfield County of Courts

ice Atty T. Cherry
ice Def. -

973 Treasure Lake
DuBois, PA 15801

(610)

(85)

FILED

DEC 20 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/20/10

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

No. 2004-1563-CD

(PA. Super. 1766 WDA 2010)

Type of Action:
Divorce

Type of Pleading:
1925(B) Statement of Errors
Complained of on Appeal

Filed on Behalf of:
Defendant

Counsel of Record for this Party:

Pro Se
John M. Monti
973 Treasure Lake
Du Bois, PA 15801
814-591-1925

FILED
DEC 07 2010
mlh: 2801 cc
(64)

William A. Shaw
Prothonotary/Clerk of Courts

84

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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No. 2004-1563-CD

(Pa. Super. 1766 WDA 2010)

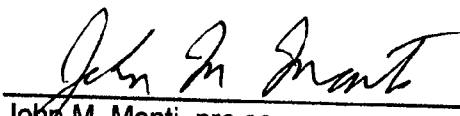
1925(B) STATEMENT OF ERRORS COMPLAINED OF ON APPEAL

And now comes the Defendant by and through John M. Monti, pro se and files the following statement pursuant to rule 1925(B):

1) The errors complained of are as follows:

- a) Did not the Court and Master err as a matter of fact and law in considering the testimony of Anne E. Monti as to her mental and physical condition in arriving at a determination of the distribution of marital property, alimony, attorney's fee and marital debt in that no medical evidence was provided in support thereof?
- b) Did not the Court and Master err as a matter of fact and law in weighting the respective parties earning history, future earning capacity and acquired job skills after separation in arriving at a determination as to the distribution of the marital property, alimony, attorney's fee and marital debt?
- c) Did not the Court and Master err as a matter of fact and law in failing to consider and properly value all marital assets and debts as specifically evident in the testimony and exhibits of the Master's hearing.
- d) Did not the Court and Master err as a matter of fact and law when considering assets, debt and equity beyond the date of separation.
- e) Did not the Court and Master err as a matter of fact and law in failing to consider Defendants appraised value of property and records.

Respectfully submitted,



John M. Monti, pro se

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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No. 2004-1563-CD

(PA. Super. 1766 WDA 2010)

Type of Action:
Divorce

Type of Pleading:
Proof of Services

Filed on Behalf of:
Defendant

Counsel of Record for this Party:

Pro Se
John M. Monti
973 Treasure Lake
Du Bois, PA 15801
814-591-1925

FILED
m110:2847 no cc
DEC 07 2010
William A. Shaw
Prothonotary/Clerk of Courts

883

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

ANNE E. MONTI,

Plaintiff

- vs -

JOHN M. MONTI

Defendant

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*
* No. 2004-1563-CD
*
* (PA. Super. 1766 WDA 2010)
*

PROOF OF SERVICE

I hereby certify that I am this day serving the Notice of Appeal upon the person and in the manner indicated below, which service satisfies the requirements of Pa.R.A.P. 121.

Service by first-class mail addressed as follows:

Honorable Fredric J. Ammerman
President Judge
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641

Toni M. Cherry, Esquire
One N Franklin St
Du Bois, PA 15801-1834
Phone: (814) 371-5800

By John M. Monti 12/3/10
John M. Monti, Defendant

3:01 P.M.

Appeal Docket Sheet

Docket Number: 1766 WDA 2010

Page 1 of 2

November 19, 2010

Superior Court of Pennsylvania

2004-1563-CD

Secure



CAPTION

Anne E. Monti

v

John M. Monti

Appellant

**COPY
FILED**

CASE INFORMATION

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: November 19, 2010 Awaiting Original Record

Journal Number:

Case Category: Civil Case Type(s): Divorce

NOV 22 2010
12:05
William A. Shaw
Honorary/Clerk of Courts

CONSOLIDATED CASES

RELATED CASES

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement

Next Event Due Date: December 3, 2010

Next Event Type: Original Record Received

Next Event Due Date: January 3, 2011

COUNSEL INFORMATION

Appellant Monti, John M

Pro Se: Yes Appoint Counsel Status: Not Represented

IFP Status: No

Pro Se: Monti, John M
Address: 973 Treasure Lake
DuBois, PA 15801

Phone No: (814) 591-1925

Fax No:

Receive Mail: Yes

Receive EMail: No

Appellee Monti, Anne E

Pro Se: No Appoint Counsel Status: Represented

IFP Status: No

Attorney: Cherry, Toni M.
Bar No: 030205
Law Firm: Gleason, Cherry and Cherry, L.L.P.
Address: 1 N FRANKLIN ST
PO BOX 505
DUBOIS, PA 15801

Phone No: (814) 371-5800

Fax No: (814) 371-0936

Receive Mail: Yes

Receive EMail: No

82

3:01 P.M.

Appeal Docket Sheet

Docket Number: 1766 WDA 2010

Page 2 of 2

Superior Court of Pennsylvania



Secure

November 19, 2010

FEE INFORMATION

Fee Dt	Fee Name	Fee Amt	Receipt Dt	Receipt No	Receipt Amt
11/19/2010	Notice of Appeal	73.50	11/19/2010	2010-SPR-W-001153	73.50

AGENCY/TRIAL COURT INFORMATION

Court Below: Clearfield County Court of Common Pleas
County: Clearfield Division: Clearfield County Civil Division
Order Appealed From: October 8, 2010 Judicial District: 46
Documents Received: November 19, 2010 Notice of Appeal Filed: November 4, 2010
Order Type: Order Entered
OTN(s):
Lower Ct Docket No(s): 2004-1563-CD
Lower Ct Judge(s): Ammerman, Fredric J.
President Judge

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description
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Date of Remand of Record:

BRIEFING SCHEDULE

None

None

DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
November 19, 2010	Notice of Appeal Docketed	Appellant	Monti, John M
November 19, 2010	Docketing Statement Exited (Domestic Relations)		Valecko, Eleanor R.

January 21, 2015

The Honorable Fredric J. Ammerman
President Judge
Clearfield County Court
230 East Market Street
Clearfield, PA 16830

FILED NOCC
S FEB 26 2015
01 11:49/LE
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

RE: Anne E. Monti vs. John M. Monti
No: 04-1563-CD

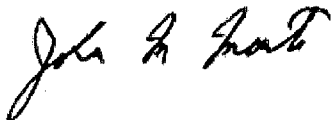
Dear Judge Ammerman:

I have not heard from the court regarding a final decision on my request to enforce the order dated April 6, 2012. I have received your letter dated June 11, 2014 (enclosed) and thank you for acknowledging the address discrepancy. Additionally, I sincerely appreciate your decision to vacate the April 23, 2014 order and your offer of the two options to proceed.

On June 19, 2014 I responded to your offering (enclosed) that I opted not to have a hearing, as it has been my position there would not be a need to have a hearing on an Order that has never been appealed nor vacated. Therefore, I was requesting you to make a final determination, on the record, so we can resolve this matter. To date, this is the last matter to be finalized in a divorce that was filed in October of 2004. I believe it is time for all involved to finalize this, whether in acceptance of the order with payment, or the last appeal process.

In closing I would sincerely appreciate the court's attention to this matter and look forward to a final resolve.

Best regards,



John M. Monti
216 E. Richland St.
Kershaw, SC 29067
Pro-Se

cc. Toni Cherry



JUDGE'S CHAMBERS
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA
CLEARFIELD COUNTY
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

FREDRIC J. AMMERMAN
PRESIDENT JUDGE

PAUL E. CHERRY
JUDGE

June 11, 2014

John Monti
216 E. Richland St.
Kershaw, SC 29067

Dear Mr. Monti,

In response to your letter of June 5, 2014, a review of the docket and the Prothonotary's file indicates that you are correct that you did not receive the Scheduling Order for the hearing on April 23, 2014, nor did you receive the resulting Order until a copy was mailed to you on June 2nd by my office. Despite having your correct address as a matter of record for months, the Prothonotary's Office used an incorrect address in its attempts to serve these orders.

In light of this information, I am asking you to advise if 1) you desire the Order of April 23, 2014 to be vacated and another hearing date scheduled on your Petition for Enforcement of Order, so that you could attend, or 2) have the Order of April 23, 2014 vacated and the Petition for Enforcement of Order decided on the merits by the Court without another hearing being scheduled. In other words, the Court would make a decision based only on the existing paperwork and record.

Sincerely,

A handwritten signature in black ink, appearing to read "Fredric J. Ammerman".

Fredric J. Ammerman
President Judge

cc: T. Cherry, Esq.
File

June 19, 2014

The Honorable Fredric J. Ammerman
President Judge
Clearfield County Court
230 East Market Street
Clearfield, PA 16830

RE: Anne E. Monti vs. John M. Monti
No: 04-1563-CD

Dear Judge Ammerman:

I have received your letter dated June 11, 2014 and thank you for acknowledging the address discrepancy. Additionally, I sincerely appreciate your decision to vacate the April 23, 2014 order and your offer of the two options to proceed.

As I previously wrote, the April 6, 2012 Order was never vacated and therefore there is no need for a hearing. This Order clearly exempts me from any interest paid from December 7, 2010 through November 21, 2011. Therefore, I simply want this order enforced with a reimbursement of interest paid. If the Plaintiff does not make payment, I maintain my right to file a Judgment to secure this reimbursement.

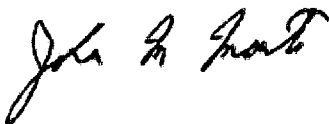
I have enclosed the interest accounting that has been paid to the Plaintiff, in full, as of November 1, 2013. Based on these calculations, at a per diem of \$19.19 per day, I offer the following:

December 7, 2010 through November 11, 2011 = 349 days

349 days X \$19.91 = **\$6948.59**

I respectfully request the court mandate the Plaintiff to reimburse the total **\$6948.59** with a thirty (30) day calendar period, or Defendant may elect to file a Judgment for that amount.

Best regards,



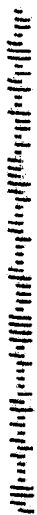
John M. Monti
216 E. Richland St.
Kershaw, SC 29067
Pro-Se

cc. Toni Cherry

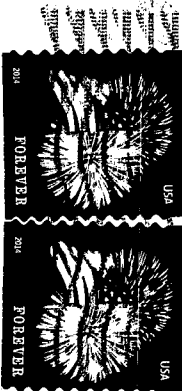
John Monti
216 E Richland ST
Kashan SC 29067

Honorable Fredric J. Ammerman
Clearfield County Court
230 E. Market ST
Clearfield PA 16830

16830244899



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



FILED

FEB 26 2015

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

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

ANNE E. MONTI
Plaintiff

vs.

JOHN M. MONTI
Defendant

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NO. 2004-1563-CD

FILED

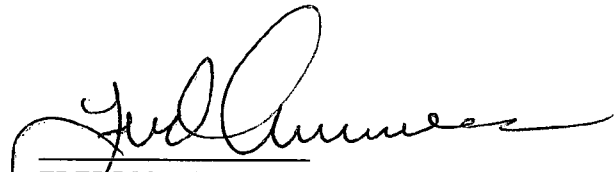
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0112:02/CE

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

ORDER

AND NOW, this 25th day of February, 2015, with the Court noting that Defendant John M. Monti has waived his appearance and a hearing on his pro se "Petition for Enforcement of Order dated August 6, 2012 Pertaining to Judgment Interest"; upon consideration of the same and additionally noting that this case is concluded, it is the ORDER of this Court that the said Petition be and is hereby DISMISSED, with prejudice.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge