

05-164-CD

R. Brown et al vs. Richard Milgrub

✓  
MILGRUB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

ROBERT A. BROWN and SHELLIE L.  
BROWN, his wife

NO: 05-164-C

Plaintiffs,

COMPLAINT IN CIVIL ACTION

vs.

RICHARD H. MILGRUB and  
MARJORIE L. MILGRUB

Defendant.

FILED ON BEHALF OF:  
Plaintiffs

COUNSEL OF RECORD FOR THIS  
PARTY:

John E. Quinn, Esquire  
Pa. I.D. #23268

EVANS PORTNOY QUINN & O'CONNOR  
FIRM #724  
One Oxford Centre  
36<sup>th</sup> Floor  
Pittsburgh, PA 15219

412-765-3800

To the within-named Defendant  
You are hereby notified to file a written  
response to the enclosed Summons  
in twenty (20) days from service  
of or a default judgment may be  
rendered against you.

EVANS PORTNOY QUINN & O'CONNOR

John Quinn

Attn: Plaintiff

**FILED**

PA 2-05 603 PL 85-00  
NOCC

FEB 04 2005

William A. Shaw  
Prothonotary

**NOTICE**

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

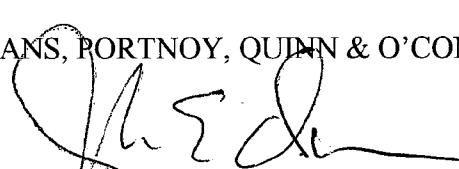
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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.

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814.765.2641 x5982

EVANS, PORTNOY, QUINN & O'CONNOR

BY

  
John E. Quinn, Esquire

COMPLAINT IN CIVIL ACTION

1. Plaintiffs are individual residents of the County of Clearfield, Commonwealth of Pennsylvania.

2. Defendants are individual residents of the County of Centre, Commonwealth of Pennsylvania.

3. Man Defendant is an attorney duly admitted to practice law in the Commonwealth of Pennsylvania and maintains his principal place of business in the Borough of Clearfield, Clearfield County, Pennsylvania.

4. On or about September 9, 2003, Plaintiffs and Defendants entered into an Agreement of Sale for the purchase of real estate whereby the Plaintiffs were to purchase real property, more commonly known as R. D. 3, Box 287, Clearfield, Clearfield County, Pennsylvania for the purchase price of \$255,000.00. A true and correct copy of the Agreement of Sale entered into between the parties is attached hereto, marked as Exhibit "A" and incorporated herein. Man Defendant prepared the Agreement of Sale for execution by all parties.

5. At all times pertinent hereto, the Man Defendant represented Plaintiffs in the real estate transaction whereby Plaintiffs were purchasing property owned by Defendants in return for which Plaintiffs agreed and did pay the Man Defendant legal fees. As such, Man Defendant at all times pertinent hereto stood in a fiduciary relationship with the Plaintiffs.

6. At or about the same time that the Man Defendant prepared the said Agreement of Sale, Man Defendant prepared for signature by himself and his wife (the Defendants) the

Sellers' Property Disclosure Statement, which was delivered to Plaintiffs. A true and correct copy of said Sellers' Property Disclosure Statement is attached hereto, marked as Exhibit "B" and incorporated herein.

7. In said Disclosure Statement, Defendants denied that there were any problems with the roof, gutters or downspouts.

8. In said Disclosure Statement, Defendants denied any problems with movement, shifting, deterioration or other problems with walls, foundations or other structural components.

9. In said Disclosure Statement, Defendants denied any water leakage, accumulation or dampness within the basement other than problems ten years in the past which had been purportedly corrected and ameliorated by the installation of two sump pumps.

10. As part of the pre-closing process, Plaintiffs had an inspection performed on the property which revealed water difficulty in the basement, potential structural damage to the foundation, and damage to the roof.

11. When these problems were presented to Man Defendant who was then and there representing Plaintiffs, Man Defendant refused to amend or change in any way the Sellers' Property Disclosure Statement and told Plaintiffs that he had "other buyers" ready to buy the property and they had to waive any and all inspection rights which they may have had under the Agreement of Sale.

12. Plaintiffs agreed to close on the property which closing occurred on October 24, 2003. An associate attorney of the Man Defendant was the closing agent. Man Defendant, through his law firm, represented Plaintiffs through closing. A true and correct copy of the settlement statement for the closing signed by all parties is attached hereto, marked as Exhibit "C" and incorporated herein.

13. After Plaintiffs moved into the property, they made further inspection of the property and learned, for the first time, that, in fact, the Defendants had a continuing water problem in the basement for which professional services and repairs had been sought and made, well within the ten year period certified in their Disclosure Statement.

14. In addition, Plaintiffs had a more detailed roofing inspection performed which revealed that an entire new roof was needed.

15. Plaintiffs have expended and continue to expend monies toward the repair and restoration of the demised premises as a result of the conduct of the Defendants as set forth above.

COUNT I  
Fraudulent Representation  
ROBERT A. BROWN and SHELLIE L. BROWN vs.  
RICHARD H. MILGRUB and MARJORIE L. MILGRUB

16. Plaintiffs incorporate by reference Paragraphs one (1) through fifteen (15) as if set forth fully at length herein.

17. Representations made by Defendants relative to the condition of the basement, water condition in the workout room, including floors and walls, and the roof, were false,

these statements both being made orally and, also, as part of the Sellers' Disclosure Statement.

18. Representations made by Defendants relative to the condition of the basement, workout room, including floors and walls and the roof, were known by Defendants to be false but were made nonetheless.

19. Plaintiffs justifiably relied on these misrepresentations made by Defendants.

20. As a result of the Plaintiffs' justifiable reliance on the misrepresentations made by Defendants, Plaintiffs suffered harm and detriment.

21. As a result of the misrepresentations made by Defendants, Plaintiffs have been and will be forced to incur expense in the repair of the water problem in the basement, the rot in the workout room, including floors and walls, and the installation of a new roof.

WHEREFORE, Plaintiffs request judgment in their favor and against Defendants for a sum in excess of the jurisdictional limits of the Board of Arbitrators of this Honorable Court, plus costs.

COUNT II  
Pennsylvania Sellers Disclosure Act  
ROBERT A. BROWN and SHELLIE L. BROWN vs.  
RICHARD H. MILGRUB and MARJORIE L. MILGRUB

22. The Plaintiffs incorporate by reference Paragraphs one (1) through twenty-one (21) as if set forth fully at length herein.

23. The conduct described above, engaged in by Defendants, is in violation of the Pennsylvania Sellers Disclosure Act, in that Defendants failed to disclose material defects of

the property known to them and misrepresented the true condition of the property in the Sellers' Disclosure Statement and failed to amend and correct the Sellers' Disclosure Statement.

24. As a result of the Defendants' violation of the Pennsylvania Sellers Disclosure Act, Plaintiffs has been and will be forced to expend monies for the repair of the water problem in the basement, the rot in the workout room, including floors and walls, and the installation of a new roof.

WHEREFORE, Plaintiffs request this Honorable Court to declare that Defendants have violated the Pennsylvania Sellers Disclosure Act and to award compensatory damages against Defendant for ascertainable losses as provided by 68 P.S. §7311(a) in excess of the jurisdictional limits of the Board of Arbitrators of this Honorable Court.

COUNT III  
Unfair Trade Practices Consumer Protection Act  
ROBERT A. BROWN and SHELLIE L. BROWN vs.  
RICHARD H. MILGRUB and MARJORIE L. MILGRUB

25. The Plaintiffs incorporate by reference Paragraphs one (1) through twenty-four (24) as if set forth fully at length herein.

26. At all times relevant hereto, Plaintiffs were acting as consumers and/or purchasers with regard to the sale of the demised premises to them by Defendants.

27. At all times relevant hereto, Defendants were acting as sellers of the product, i.e., the demised premises, agreed to and purchased by Plaintiffs.

28. The conduct described above engaged in by Defendants is violative of the Pennsylvania Unfair Trade Practices Consumer Protection Law in that the Defendants falsely represented that the condition, standard, quality and grade of the product being sold, i.e., the demised premises, were higher than the actual condition of the demised premises was.

29. As a direct and proximate result of the Defendants' above mentioned violation of the Pennsylvania Unfair Trade Practices Consumer Protection Law, Plaintiffs suffered a loss of money and other damages as a result of repairs described above being necessitated on giving Plaintiffs the right to recover statutory damages under 73 P.S. §201-902.

WHEREFORE, Plaintiffs request this Honorable Court to declare that Defendants have violated the Pennsylvania Unfair Trade Practices Consumer Protection Law; to award compensatory damages against Defendant for ascertainable losses of repairs; to award treble damages as provided by 73 P.S. §310-9.2(a); to award attorney's fees, expenses and pre-judgment interest; to grant such other relief as the Court deems proper and just, all in an amount in excess of the jurisdictional limits of the Board of Arbitrators of this Honorable Court.

COUNT IV  
Breach of Fiduciary Obligation  
ROBERT A. BROWN and SHELLIE L. BROWN vs. RICHARD H. MILGRUB

30. The Plaintiffs incorporate by reference Paragraphs one (1) through twenty-nine (29) as if set forth fully at length herein.

31. In this Count, Plaintiffs are asserting a professional liability claim against Defendant.

32. Man Defendant's representation of Plaintiffs at a time when he and his wife were selling real estate to Plaintiffs was a direct and unwaivable conflict of interest.

33. Alternatively, Man Defendant failed to secure any waiver of the inherent conflict of interest existing as a result of his representation of Plaintiffs in the real estate transaction in which he was involved as a seller.

34. Man Defendant breached his fiduciary obligations to Plaintiffs as their counsel in any or all of the following:

- (a) In misrepresenting to Plaintiffs that he had "other buyers" in mind in order to induce Plaintiffs to waive their ability to seek compensation or repairs to the property for the damages ascertained by their inspection process or to negotiate revision to the Agreement of Sale relating to the true condition of the property
- (b) In failing to disclose to Plaintiffs negative conditions of the demised premises which Man Defendant knew existed;

- (c) In misrepresenting to Plaintiffs in the Sellers' Disclosure Statement the condition of the demised premises;
- (d) In demanding that Plaintiffs close on the property without seeking recourse or compensation necessary to repair defects to the property discovered by Plaintiffs in the inspection process;
- (e) In failing to secure a waiver of this inherent conflict of interest before representing Plaintiffs in this transaction.

35. As a result of the foregoing, Plaintiffs sustained damages in the form of repair costs made or to be made relative to the condition of the basement, workout room, including walls and floors, and the roof.

WHEREFORE, Plaintiffs request judgment in their favor and against Man Defendant for a sum in excess of the jurisdictional limits of the Board of Arbitrators of this Honorable Court, plus costs.

COUNT V  
Professional Negligence  
ROBERT A. BROWN and SHELLIE L. BROWN vs. RICHARD H. MILGRUB

36. The Plaintiffs incorporate by reference Paragraphs one (1) through thirty-five (35) as if set forth fully at length herein.

37. In this Count, Plaintiffs are asserting a professional liability claim against Defendant.

38. Man Defendant was retained by Plaintiffs to represent their interests in the real estate transaction whereby Plaintiffs were purchasing property owned by Defendants in return for which Plaintiff agreed and did pay the Man Defendant legal fees.

39. Man Defendant's representation of Plaintiffs at a time when he and his wife were selling real estate to Plaintiffs was a direct and unwaivable conflict of interest.

40. Alternatively, Man Defendant failed to secure any waiver of the inherent conflict of interest existing as a result of his representation of Plaintiffs in the real estate transaction in which he was involved as sellers.

41. As a direct and proximate result of the negligence of the Man Defendant, in failing to secure a waiver of this inherent conflict of interest and representing Plaintiffs despite the existence of such an inherent conflict of interest, Plaintiffs were deprived of effective representation and their interests were unprotected in the real estate transaction.

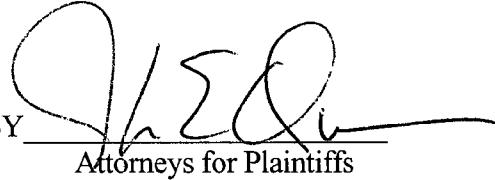
42. As a direct and proximate result of this deprival of effective representation Plaintiffs were denied a disclosure of the true condition of the property, lost their ability to seek compensation or repairs to the property for the damages ascertained in their inspection, lost the opportunity to negotiate a revision of the Agreement of Sale relating to the true condition of the property and were deprived any and all inspection rights which they had under the Agreement of Sale.

43. As a result of the foregoing, Plaintiffs sustained damages in the form of repair costs made or to be made relative to the condition of the basement, workout room, including walls and floors, and the roof.

WHEREFORE, Plaintiffs request judgment in their favor and against Man  
Defendant for a sum in excess of the jurisdictional limits of the Board of Arbitrators of this  
Honorable Court, plus costs.

Respectfully submitted,

Evans Portnoy Quinn & O'Connor

BY   
Attorneys for Plaintiffs

**VERIFICATION**

I verify that the statements made herein are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

11-1-04.

Date

Shellie L. Brown.

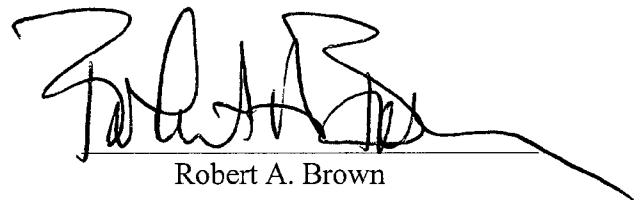
Shellie L. Brown

**VERIFICATION**

I verify that the statements made herein are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

November 1, 2004

Date

A handwritten signature in black ink, appearing to read "Robert A. Brown". The signature is fluid and cursive, with a long horizontal line extending to the right from the end of the name.

Robert A. Brown

AGREEMENT OF SALE

MADE this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and  
between RICHARD H. MILGRUB and MARJORIE L. MILGRUB, husband and  
wife, residing at 160 Sandy Ridge Road, State College,  
Pennsylvania 16803, hereinafter "SELLERS";

A  
N  
D

ROBERT A. BROWN and SHELLIE L. BROWN, husband and wife, residing  
at 128 West Pauline Drive, Clearfield, Pennsylvania 16830,  
hereinafter "BUYERS".

WHEREAS, SELLERS are the owners of a house and parcel  
of land with an address of RD 3, Box 287, Clearfield,  
Pennsylvania 16830, to which they took title by Deed Books 1004,  
Page 88 and 1004, Page 97 recorded in the Clearfield County  
Recorder of Deeds Office, hereinafter referred to as the  
"PREMISES"; and

WHEREAS, SELLERS wish to sell this real estate,  
together with all improvements and other fixtures, and BUYERS  
wish to purchase the same.

WITNESSETH:

The parties, their heirs, successors, administrators,  
executors, assigns, intending to be legally bound, for the  
consideration stated herein, agree to the following terms and  
conditions:

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
NORTH SECOND STREET  
CLEARFIELD, PA 16830  
—  
" NORTH BRADY STREET  
DUBOIS, PA 15801



1. PREMISES SOLD: SELLERS sell to BUYERS, and BUYERS agree to purchase the real estate identified as Deed Book 1004, Page 88 and Deed Book 1004, Page 97. A more particular description of the PREMISES by courses and distances appear in the attached Exhibit "A".

2. PURCHASE PRICE: BUYERS agree to pay SELLERS for the PREMISES, together with the fixtures and improvements thereon, the sum of Two hundred fifty-five thousand Dollars (\$255,000.00). BUYERS shall make a down payment of Two thousand five hundred Dollars (\$2,500.00) at the time when this Agreement is executed by all parties and fully executed copies are exchanged.

Consequently, the balance due at closing will be Two hundred fifty-two thousand five hundred dollars (\$252,500.00) and shall be tendered by BUYERS to SELLERS in cash or other current funds at Closing for SELLERS' Deed to the PREMISES.

3. DEED TO PREMISES: SELLERS will execute and acknowledge a Special Warranty Deed which shall grant and convey the PREMISES subject to this Agreement to BUYERS. The Deed will be delivered to BUYERS or their attorney at Closing. The Deed shall be in a form acceptable to BUYERS and their attorney.

4. APPORTIONMENT OF 2003 TAXES AND OTHER CHARGES: 2003 real estate taxes, school taxes and any other charges, levied or assessed against the PREMISES during 2003 shall be prorated as of the date on which Closing is conducted by the

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
NORTH SECOND STREET  
CLEARFIELD, PA 16830

—  
NORTH BRADY STREET  
DUBOIS, PA 15801

parties, and the parties shall each bear that portion of these taxes or charges for that period of 2003 during which they own and hold title to the PREMISES.

5. TRANSFER TAXES: SELLERS and BUYERS shall each pay one-half (1/2) the realty transfer taxes imposed upon the conveyance of these PREMISES. Said payment shall be made at Closing.

6. INSPECTION: An inspection of the PREMISES shall take place concurrently with the signing of this Agreement. Within thirty (30) days of closing, BUYERS shall have another opportunity to inspect said PREMISES. Said PREMISES, at that time, shall be in the same general condition as the prior inspection.

7. CLOSING: Closing will be conducted at the office of Attorney Richard H. Milgrub or the lending institution at which BUYERS obtain mortgage money to purchase the PREMISES. Closing will be conducted by October 1, 2003 or such earlier date as the parties mutually agree. The BUYERS may take possession of the PREMISES immediately at Closing.

8. TITLE: The PREMISES are owned by SELLERS and are accurately described by Exhibit "A" attached hereto. SELLERS warrant to BUYERS that they have good and marketable title to the PREMISES. SELLERS further warrant that, as of Closing, there shall be no mortgages, liens, conditional sales agreements, articles of agreement, deeds of trust, leases, uses, options, encumbrances or occupancies, affecting or upon the PREMISES.

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
NORTH SECOND STREET  
CLEARFIELD, PA 16830  
—  
41 NORTH BRADY STREET  
DUBOIS, PA 15801

BUYERS' obligations under this Agreement are expressly conditioned upon the foregoing warranty of title by SELLERS which shall be a continuing warranty of title by SELLERS until the date and time of Closing hereunder when SELLERS deliver a Special Warranty Deed to BUYERS for the PREMISES.

If a cloud or defect appears upon SELLERS' title to the PREMISES, BUYERS shall give them written notice thereof, and both parties' obligations under this Agreement shall be suspended for ninety (90) days from the date of BUYERS' notice, during which time, SELLERS may, at their option and expense, cure said cloud or defect. If SELLERS undertake to cure said cloud or defect, they shall give BUYERS notice thereof, and BUYERS shall allow them such additional time to accomplish this as is reasonable under the circumstances.

If SELLERS do not or cannot remove the cloud(s) or defect(s) upon their title according to this clause, then this Agreement shall be null and void, and neither party shall have any further liability to the other except that SELLERS shall return the Two thousand five hundred Dollar (\$2,500.00) down payment.

9. DISCLAIMER OF ALL OTHER WARRANTIES: BUYERS acknowledge that they or their agents have been given and opportunity to inspect the PREMISES, buildings, contents, equipment, fixtures and other improvements thereon, and have been advised by SELLERS to do so. BUYERS agree that they are buying the PREMISES, buildings, contents, equipment, fixtures and other improvements, if any thereof, "AS IS" and "WHERE IS".

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
NORTH SECOND STREET  
CLEARFIELD, PA 16830

—  
NORTH BRADY STREET  
DUBOIS, PA 15801

Excepting their warranty of title described in Paragraph 8, SELLERS expressly disclaim all warranties, express or implied, or liability.

10. NOTICES: All notices or communications required by or bearing upon this Agreement or the PREMISES shall be in writing and sent by First Class Mail, postage prepaid, to the parties and their counsel as follows:

Richard H. and Marjorie L. Milgrub  
160 Sandy Ridge Road  
State College, PA 16803

Robert A. Brown and Shellie L. Brown  
128 West Pauline Drive  
Clearfield, PA 16830

11. UTILITIES: SELLERS shall pay and be solely responsible for all utility service to the PREMISES up to the date and time of Closing. This shall include, by way of example and not in limitation, electric, telephone, TV, garbage, water and sewage.

Thereafter, BUYERS shall be wholly and solely responsible for these items.

12. FIXTURES: In addition to the PREMISES described above, SELLERS agree to sell, grant, bargain and convey, the built-in oven, microwave, Jenair stovetop, garbage disposal, trash compactor, dishwasher, washer and dryer, living room sofa, kitchen stools, kitchen wrought iron table with five (5) accompanying chairs, Masterbedroom furniture with the exception of the chest. It is also understood that the pool table in the basement will be sold for Five hundred Dollars (\$500.00).

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
—  
41 NORTH BRADY STREET  
DUBOIS, PA 15801

13. ATTORNEY FEES: SELLERS agree to assume costs of all applicable attorney fees with regard to Closing.

14. GENERAL PROVISIONS:

(a) This Agreement shall be governed by the laws of Pennsylvania. Jurisdiction and venue shall rest in the Court of Common Pleas of Clearfield County, Pa., for all suits and claims;

(b) All rights, covenants, warranties and conditions herein shall extend to and bind the parties, their heirs, executors, administrators, guardians, successors and assigns, agents or officers;

(c) In construing this Agreement, "SELLERS" and "BUYERS" shall mean, wherever applicable, the singular or the plural, the masculine or the feminine, an individual individuals, or corporation, as the case may be;

(d) This Agreement (and Exhibits, if any), represents the sole agreement of the parties and supersedes all prior agreements, communications, representations and negotiations, whether oral or written;

(e) This Agreement can only be modified or amended by the prior written consent of all parties hereto;

(f) The parties deem that the PREMISES subject to this Agreement are unique, and in addition to their other rights and remedies at law, and at equity, either party shall have the right to specifically enforce the terms of this Agreement; and

(g) This Agreement shall be executed in two

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830

—  
11 NORTH BRADY STREET  
DUBOIS, PA 15801

counterparts, either one of which shall serve as an original for all intents and purposes.

IN WITNESS WHEREOF, the parties to this Agreement have executed it on the date aforesaid and for the purposes herein contained.

SELLERS



Richard H. Milgrub



Marjorie L. Milgrub

BUYERS



Robert A. Brown



Shellie L. Brown

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

EXHIBIT "A"

MILGRUB DESCRIPTION

ALL that certain piece or parcel of land situate in the Hillsdale Section of Clearfield, Clearfield County, Pennsylvania, described as follows:

Commencing at an Iron Pipe at former corner of David Rodkey at the South side of a formerly proposed 20 foot wide alley; thence along the East side of formerly proposed 40 foot wide Neeper Road N 29-00-11 E 372.50' to a point; thence crossing said Neeper Road N 58-07-49 W 60.08' to the place of beginning; thence by land of James A. Neeper, Grantor N 58-07-49 W 359.95' to the East side of a formerly proposed 20 foot wide Alley; thence by same and lands of Matthew H. Greenland N 29-00-11 E 207.08' to a point or 6.8597 Acre Parcel No. 2 of other lands of Richard H. Milgrub; thence by same S 69-27 E 363.45'; thence parallel to Neeper Road and 40' from center S 29-00-11 W 278.51' to the place of beginning, containing 2.0130 acres by calculation.

Further granting and conveying unto the Grantees herein, their heirs, executors and assigns, the right to use a parcel of land as a private roadway being 20 feet in width and leading from the northern property line of Lot No. 8, Block N in a northeasterly direction 522 feet more or less running parallel to Neeper Road to lands formerly owned by Harbison Walker. It is expressly agreed and understood that the Grantees herein, their heirs, executors and assigns, shall have the right in common with the Grantors, their heirs, executors and assigns, to use said roadway as a means of ingress, egress and regress to their respective lands. It is further agreed that the Grantees, their heirs, executors and assigns and the Grantors, their heirs, executors and assigns, shall not in any way obstruct, block or limit the use of said roadway. A survey plot of the land herein conveyed and the right-of-way herein mentioned is attached hereto and made a part hereof.

Excepting and reserving unto the Grantors, their heirs, executors and assigns, the right to use the following described portion of the conveyed premises for an underground leech bed or septic draining system, being a portion of the conveyed premises:

Beginning at the Southeast corner of Parcel No. 1, 40' perp. from center of formerly proposed Neeper Road; thence by same N 29-00-11 E 100.00' to a point; thence by line of interests exclusively conveyed to Richard H. Milgrub N 58-07-49 W 359.95' to the East side of a formerly proposed 20 foot wide alley thence by same S 29-00-11 W 100.00' to northwest corner of James A. Neeper; thence by same S 58-07-49 E 359.95' to the place of beginning, containing 0.8253 acre, leaving 1.1877 acres to Richard H. Milgrub exclusive entitlement.

It is further understood that the Grantors will be held harmless for any possible damage to the Grantees' property caused by the leech bed or septic drainage system.

BEING the same premises conveyed to Richard H. Milgrub and Marjorie L. Milgrub by Deed of James A. Neeper and Mary E. Neeper, his wife, and Breck D. Neeper dated March 29, 1985 and recorded in Clearfield County Deed and Record Book 1004, Page 97.

ALL that certain piece, parcel or tract of land situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at the east side of an alley lying along east side of plan of lots as laid out by J.E. Wrigley and D. R. Woolridge and Ida J. Woolridge, his wife, and being at the intersection of the east side of said alley with the south side of Oak Street extended; thence by the south side of said Oak Street extended the same course as part of said street laid out in plan of lots aforesaid South 87°18' East 228 feet to a post on line of land of Weaver, Ettla and Welles; thence, by land of said Weaver, Ettla and Welles South 15°48' West 512.0 feet to a white pine stump; thence by land of same South 65°02' East 1221.1 feet to post and stones on line of Owens land; thence by land of said Owens South 20°05' West 368.0 feet to stones; thence by land of Timothy Hennessey and others North 77°30' West 2150 feet, more or less, to the intersection of said line with the extension southwardly, its present course of east side of south end of alley aforesaid; thence by the end of an alley or street and by the east side of the alley first mentioned

herein (which alley is 16 feet in width and lies at rear of Lots 126 to 148 inclusive as laid out heretofore) North 53°15' East 514 feet, more or less; thence by the east side of said alley North 55°02' East 16.1 feet; thence by the same North 47°57' East 681.6 feet; thence by the same North 39°09' East 162.9 feet to the place of beginning, containing 28.16 acres, more or less.

Subject, however, to a prior conveyance by former Grantor herein to John McKinn and Gertrude McKinn, his wife, by Deed dated August 1, 1930.

Subject, however, to a prior conveyance by former Grantor herein to Raymond B. Rowles and Ethel Rowles, his wife, by Deed dated May 7, 1944.

Subject, however, to a prior conveyance by former Grantor herein to Wesley John Fulmer and Emma M. Fulmer, his wife, by Deed dated April 25, 1944.

Subject, however, to a prior conveyance by former Grantor herein to Theodore Dales by Deed dated June 9, 1945.

Subject, however, to a prior conveyance by former Grantor herein to John McKinn and Gertrude McKinn, his wife, by Deed dated September 16, 1947.

Subject, however, to a prior conveyance by former Grantor herein to Marvin Ruffner and Katherine L. Ruffner, his wife, by Deed dated December 1950.

Subject, however, to a prior conveyance by former Grantor herein of a tract of land containing 7.94 acres for highway and right of way Bypass 879 to the Commonwealth of Pennsylvania Department of Transportation.

Subject, however, to an unrecorded Agreement dated April 12, 1955 between former Grantor herein and Raymond D. Rowles and John McKinn for the construction, maintenance and operation of a three-quarter inch water pipeline.

Subject, however, to an Oil and Gas Lease dated June 1, 1972 wherein the former Grantor herein leased the oil and gas rights to C. E. Beck.

EXCEPTING and RESERVING from this conveyance unto the former Grantor, its successors and assigns all of the oil, gas and associated liquid hydrocarbons upon, in or under said premises.

UNDER and SUBJECT to any and all easements, rights of way, exceptions, reservations, covenants and limitations of record and, also, UNDER and SUBJECT to any and all easements, rights of way, exceptions, reservations, covenants and limitations apparent on or in any way affecting the premises.

BEING the same premises conveyed to Richard H. Milgrub and Marjorie L. Milgrub by Deed of Dresser Industries, Inc. dated March 11, 1985 and recorded in Clearfield County Deed and Record Book 1004, Page 88.

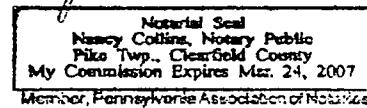
COMMONWEALTH OF PENNSYLVANIA) SS  
COUNTY OF CLEARFIELD )

On this 9 day of September, 2003, before  
me, the undersigned officer, personally appeared RICHARD H.  
MILGRUB and MARJORIE L. MILGRUB, husband and wife, 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 purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal the day and year first above written.

Henry Collins

COMMONWEALTH OF PENNSYLVANIA) SS  
COUNTY OF CLEARFIELD )



On this 18<sup>th</sup> day of August, 2003, before  
me, the undersigned officer, personally appeared ROBERT A. BROWN  
and SHELLIE L. BROWN, husband and wife, 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 purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal the day and year first above written.

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
—  
109 NORTH BRADY STREET  
DUBOIS, PA 15801

NOTARIAL SEAL  
SHELLI L. RUIZARD, Notary Public  
Clearfieldboro, Clearfield County, PA  
My Commission Expires, December 6, 2024

SELLERS' PROPERTY DISCLOSURE STATEMENT

PROPERTY ADDRESS: 157 Neeper Lane, Clearfield, Pennsylvania

SELLERS: Richard and Marjorie Milgrub

A Seller must disclose to a buyer all known material defects about the property being sold that are not readily observable. This disclosure statement is designed to assist the Sellers in complying with disclosure requirements and to assist the Buyers in evaluating the property being considered.

This statement discloses the Sellers' knowledge of the condition of the property as of the date signed by the Sellers and is not a substitute for any inspections or warranties that the Buyers may wish to obtain. This statement is not a warranty of any kind by the Sellers or a warranty or representation by any listing real estate broker, any selling real estate broker or their agents. The buyers are encouraged to address concerns about the conditions of the property that may not be included in this statement. This statement does not relieve the Sellers of the obligation to disclose a material defect that may not be addressed on this form.

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to the people on the land.

1. Sellers' expertise. The sellers do not possess expertise in contracting, engineering, architecture or other areas related to the construction and conditions of the property and its improvements.

2. Occupancy. Do you, the Sellers, currently occupy this property? X yes \_\_\_\_\_ no If "no", when did you last occupy the property? \_\_\_\_\_

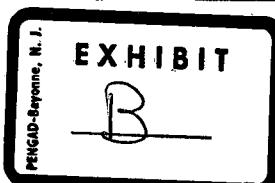
3. Roof.

a. Date roof was installed: 1986  
Documented: X yes \_\_\_\_\_ no \_\_\_\_\_ unknown

b. Has the roof been replaced or repaired during your ownership? \_\_\_\_\_ yes X no If "yes", were the existing shingles removed? \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_ unknown

c. Has the roof ever leaked during your ownership? \_\_\_\_\_ yes X no

d. Do you know of any problems with the roof, gutters or downspouts? \_\_\_\_\_ yes X no



Explain any "yes" answers that you gave in this section.

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4. Basement and Attic.

       no        unknown a. Does the property have a sump pump?  yes (2)

       no b. Are you aware of any water leakage, accumulation or dampness within the basement or attic?  yes

If "yes", describe in detail. Over 10 years ago, we did have water in the basement, but after the installation of 2 sump pumps, we haven't had any reoccurrence.

c. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or attic?  yes        no

If "yes", describe the location, extent, date and name of the person who did the repair or control effort. As stated above, 2 sump pumps were installed in the basement over 10 years ago which eliminated any water problems.

5. Termites/wood destroying insects, dry rot, pests.

a. Are you aware of any termites/wood destroying insects, dry rot or pests affecting the property?        yes  
 no

b. Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot or pests.        yes  no

c. Is your property currently under contract by a licensed pest control company?  yes        no J.C. Erlich Co.

d. Are you aware of any termite/pest control reports or treatments for the property in the last five years?        yes  no

Explain any "yes" answers that you gave in this section.

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6. Structural item.

a. Are you aware of any past or present water leakage in the house or other structures?  yes \_\_\_\_\_ no  
(See 4a,b,c)

b. Are you aware of any past or present movement, shifting, deterioration or other problems with walls, foundations or other structural components? \_\_\_\_\_ yes  no

c. Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the property? \_\_\_\_\_ yes  no

Explain any "yes" answers that you have in this section. When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done, if known:

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7. Additions/remodeling. Have you made any additions, structural changes or other alterations to the property?  yes \_\_\_\_\_ no

If "yes", please describe: Gym installed after initial construction.

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8. Water and sewage.

a. What is the source of your drinking water?  
 public \_\_\_\_\_ community system \_\_\_\_\_ well on property  
\_\_\_\_\_ other

If "other", please explain:

---

b. If your drinking water source is not public:

When was your water last tested? \_\_\_\_\_

What was the result of the test? \_\_\_\_\_

Is the pumping system in working order?  yes \_\_\_\_\_ no

If "no", please explain: \_\_\_\_\_

*Pumps maintained by Blooms*

c. Do you have a softener, filter or other purification system? \_\_\_\_\_ yes  no

If "yes", is the system: \_\_\_\_\_ leased \_\_\_\_\_ owned

d. Is there a sewage pump?  yes \_\_\_\_\_ no

If "yes", is it in working order?  yes  
\_\_\_\_\_ no

e. When was the septic system or cesspool last serviced? September 2002

\_\_\_\_\_ f. Is either the water or sewage system shared?  
yes  no

If "yes", please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items? \_\_\_\_\_ yes  no

If "yes", please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Plumbing system.

a. Type of plumbing: \_\_\_\_\_ copper  
galvanized \_\_\_\_\_ lead \_\_\_\_\_ PVC  unknown \_\_\_\_\_ other  
(believed to be copper)

If "other", please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Are you aware of any problems with any of your plumbing fixtures (including, but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)?  
\_\_\_\_\_ yes  no

If "yes", explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Heating and air conditioning.

a. Type of air conditioning: \_\_\_\_\_ central  
electric \_\_\_\_\_ central gas  wall \_\_\_\_\_ none

Number of window units included in sale: One  
\_\_\_\_\_

Location: Master bedroom  
\_\_\_\_\_

\_\_\_\_\_

b. List any areas of the house that are not air conditioned: Remainder of house

c. Type of heating:  electric  fuel oil  natural gas  other

If "other", please explain: \_\_\_\_\_

d. List any areas of the house that are not heated: \_\_\_\_\_

e. Type of water heating:  electric  gas  solar  other

If "other", please explain: \_\_\_\_\_

f. Are you aware of any underground fuel tanks on the property? \_\_\_\_\_ yes  no

If "yes", please describe: \_\_\_\_\_

g. Are you aware of any problems with any item in this section? \_\_\_\_\_ yes  no

11. Electrical system.

a. Are you aware of any problems or repairs needed in the electrical system? \_\_\_\_\_ yes  no

If "yes", please explain: \_\_\_\_\_

12. Other equipment and appliances included in sale.  
(Complete only if applicable).

a.  Electric garage door opener  
Number of transmitters 2

b.  Smoke detectors  
How many? 2

Location: \_\_\_\_\_

c.  Security alarm system  
 owned  leased

Lease information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. \_\_\_\_\_ Lawn sprinkler  
Number \_\_\_\_\_ Automatic timer \_\_\_\_\_

e. \_\_\_\_\_ swimming pool \_\_\_\_\_ pool heater  
\_\_\_\_\_ spa/hot tub

oven  trash compactor  garbage disposal  microwave  
dishwasher

f.  refrigerator  range  microwave

washer  dryer

h. \_\_\_\_\_ intercom

i.  ceiling fans 2 number

Location Living room and Master bedroom

j. Other: Living room couch, kitchen stools

Are any items in this section in need of repair or  
replacement?  yes  no  unknown

If "yes", please explain: Fan in Master bedroom needs  
to be adjusted. It makes a clicking sound.

13. Land. (soils, drainage and boundaries).

a. Are you aware of any fill or expansive soil on  
the property?  yes  no

b. Are you aware of any sliding, settling, earth  
movement, upheaval, subsidence or earth stability problems that  
have occurred on or that affect the property?  yes  
 no

Note to Buyers: Your property may be subject to mine  
subsidence damage. Maps of the counties where mine subsidence  
damage may occur and mine subsidence insurance are available  
through:

Department of Environmental Protection  
Mine Subsidence Insurance Fund  
3913 Washington Road  
McMurray, PA 15317  
412-941-7100

c. Are you aware of existing or proposed mining, strip mining or any other excavations that might affect this property? \_\_\_\_\_ yes  no

d. To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? \_\_\_\_\_ yes  no

e. Do you know of any past or present drainage or flooding problems affecting the property? \_\_\_\_\_ yes  no

f. Do you know of any encroachment, boundary line disputes or easements? \_\_\_\_\_ yes  no

**NOTE TO BUYERS:** Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and the seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an abstract of title or searching the records in the Office of the Recorder of Deeds for the County in which the property is located.

g. Are you aware of any share or common areas (for example, driveways, bridges, docks, walls, etc.) or maintenance agreements?  yes \_\_\_\_\_ no

Explain any "yes" answers that you have in this section: The Estate of Jim Neeper has the right to use the roadway for access to their lot which is behind Leonard Swisher's pasture.

14. Hazardous substance.

a. Are you aware of any underground tanks or hazardous substances present on the property (structure or soil) including, but not limited to: asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, unrefractory form insulation (UFFI), etc.: \_\_\_\_\_ yes  no

b. To your knowledge, has the property been tested for any hazardous substances? \_\_\_\_\_ yes  no

c. Do you know of any other environmental concerns that might impact upon the property? \_\_\_\_\_ yes  no

Explain any "yes" answers that you gave in this section: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Condominiums and other homeowners associations (complete only if applicable).

Type: \_\_\_\_\_ condominium \_\_\_\_\_ cooperative \_\_\_\_\_  
homeowners association \_\_\_\_\_ other

If "other", please explain: \_\_\_\_\_  
\_\_\_\_\_

**NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES:**

According to Section 3407 of the Uniform Condominium Act (68 Pa.C.S. § 3407 (relating to resales of units) 8 Pa.C.S. § 4409 (relating to resale of cooperative interests), a buyer of a resale unit in a condominium or cooperative must receive a certificate of resale issued by the association in the condominium or cooperative.

The buyer will have the option of canceling the agreement with return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

16. Miscellaneous.

a. Are you aware of any existing or threatened legal action affecting this property? \_\_\_\_\_ yes  no

b. Do you know of any violations of Federal, State or Local laws or regulations relating to this property? \_\_\_\_\_ yes  no

c. Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? \_\_\_\_\_ yes  no

d. Are you aware of any judgment, encumbrance, lien (for example, comaker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale? \_\_\_\_\_ yes  no

e. Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property? \_\_\_\_\_ yes  no

f. Are you aware of any material defects to the property, dwelling or fixtures which are not disclosed elsewhere on this form? yes ✓ no

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property of that involves an unreasonable risk to people on the land.

Explain any "yes" answers that you gave in this section: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned Sellers represent that the information set forth in this Disclosure Statement is accurate and complete to the best of the Sellers' knowledge. The Sellers hereby authorize any agent for the Sellers to provide this information to prospective Buyers of the property and to other real estate agents. The Sellers shall cause the Buyers to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following the completion of this form.

SELLER: John H. Hargan DATE: \_\_\_\_\_  
SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

#### RECEIPT AND ACKNOWLEDGMENT BY BUYERS

The undersigned Buyers acknowledge receipt of this Disclosure Statement. The Buyers acknowledge that this Statement is not a warranty and that, unless stated otherwise in the Agreement of Sale, the Buyers are purchasing this property in its present condition. It is the Buyers' responsibility to satisfy themselves as to the condition of the property. The Buyers may request that the property be inspected, at the Buyers' expense and by qualified professionals, to determine the condition of the structure or its components.

SELLER: John H. Hargan DATE: \_\_\_\_\_  
SELLER: Willie D. Bralla DATE: \_\_\_\_\_

## HUD - 1 UNIFORM SETTLEMENT STATEMENT

© EASY SOFT, Inc.

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT				SETTLEMENT STATEMENT	
B. TYPE OF LOAN		1. FHA	2. FmHA	6. File Number:	7. Loan Number:
3. Conv. Unins.		4. VA	5. X Conv. Ins.	8. Mortgage Insurance Case Number	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.					
NOTE: TIN = Taxpayer's Identification Number					
D. NAME AND ADDRESS OF BORROWER:		E. NAME, ADDRESS AND TIN OF SELLER:		F. NAME AND ADDRESS OF LENDER:	
Robert A. Brown Shellie L. Brown 128 W. Pauline Drive Clearfield, PA 16830		Richard H. Milgrub Marjorie L. Milgrub 160 Sandy Ridge Road State College, PA 16830		County National Bank P. O. Box 42 Clerfield, PA 16830	
G. PROPERTY LOCATION:		H. SETTLEMENT AGENT NAME, ADDRESS AND TIN		I. SETTLEMENT DATE	
R.D. 3, Box 287 Clearfield, PA 16830		Brian K. Marshall, Esquire 211 N. Second Street, Clearfield, PA 16830		10/24/2003	
I. D. #123.0-K08-113 and 038		PLACE OF SETTLEMENT			
211 N. Second Street Clearfield, PA 16830					
J. SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:			400. GROSS AMOUNT DUE TO SELLER:		
101. Contract sales price	255,000.00		401. Contract sales price	255,000.00	
102. Personal property	500.00		402. Personal property	500.00	
103. Settlement charges to borrower (Line 1400)	4,486.85		403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/town taxes			406. City/town taxes		
107. County taxes 10/24/2003-12/31/2003	191.75		407. County taxes 10/24/2003-12/31/2003	191.75	
108. Assessments			408. Assessments		
109.			409.		
110. School Tax, 10/24/03-6/30/04	1,475.73		410. School Tax, 10/24/03-6/30/04	1,475.73	
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BORROWER	261,654.33		420. GROSS AMOUNT DUE TO SELLER	257,167.48	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:			500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money	2,500.00		501. Excess deposit	2,500.00	
202. Principal amount of new loan(s)	249,000.00		502. Settlement charges to seller (Line 1400)	4,938.22	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first mortgage loan		
205.			505. Payoff of second mortgage loan		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/town taxes			510. City/town taxes		
211. County taxes			511. County taxes		
212. Assessments			512. Assessments		
213.			513.		
214.			514.		
215.			515.		
216.			516. Final Water/Sewer (POC)		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR BORROWER	251,500.00		520. TOTAL REDUCTION AMOUNT DUE SELLER	7,438.22	
300. CASH AT SETTLEMENT FROM/TO BORROWER			600. CASH AT SETTLEMENT FROM/TO SELLER		
301. Gross amount due from borrower (Line 120)	261,654.33		601. Gross amount due to seller (Line 420)	257,167.48	
302. Less amount paid by/for borrower (Line 220)	251,500.00		602. Less reduction in amount due seller (Line 520)	7,438.22	
303. CASH FROM BORROWER	10,154.33		603. CASH TO SELLER	249,729.26	

## SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in Blocks E, G, H, and I and on line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040). You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

(Seller's Signature) *Richard H. Milgrub**Marjorie L. Milgrub*

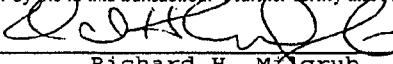
## L. SETTLEMENT CHARGES

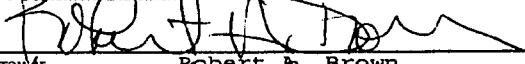
© EASY SOFT, Inc.

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
<b>700. TOTAL SALES/BROKER's COMMISSION based on price \$ 255,000.00 @</b>			
Division of Commission (line 700) as follows:			
701. \$			
702. \$			
703. Commission paid at Settlement			
704.			
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>			
801. Loan Origination Fee \$			
802. Loan Discount \$			
803. Appraisal Fee to			
804. Credit report to			
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee to			
807. Assumption Fee			
808. Application Fee, CNB	50.00		
809. Processing Fee, CNB	300.00		
810. Flood Zone Determination, CNB	15.00		
811.			
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
901. Interest from			
902. Mortgage Insurance Premium for			
903. Hazard insurance Premium for			
904.			
905.			
<b>1000. RESERVES DEPOSITED WITH LENDER</b>			
1001. Hazard insurance			
1002. Mortgage insurance			
1003. City Property Taxes			
1004. County Property Taxes			
1005. Annual assessments			
1006.			
1007.			
1008. Aggregate Accounting Adjustment			
<b>1100. TITLE CHARGES</b>			
1101. Settlement or closing fee to Area Abstracting and Filing Service	225.00		
1102. Abstract or title search to Area Abstracting and Filing Service	40.00		
1103. Title Examination to Brian K. Marshall, Esquire	-0-		
1104. Title insurance binder to			
1105. Document preparation to Area Abstracting and Filing Service	50.00		
1106. Notary fees to Area Abstracting and Filing Service	7.00		
1107. Attorney's fees to Brian K. Marshall, Esquire	-0-		
(includes line numbers:			
1108. Title Insurance to Bankers Settlement Services	953.85		
(includes line numbers: 1104/Ends.)			
1109. Lender's coverage \$ 249000.00			
1110. Owner's coverage \$ 255000.00			
1111.			
1112.			
1113.			
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
1201. Recording fees: Deed \$ 30.50 Mortgage \$ 40.50 Release \$	71.00		
1202. City/cnty tax/stamps: Deed \$ Mortgage \$			
1203. State tax/stamps: Deed \$ Mortgage \$			
1204. PA Realty Transfer Tax, 2%	2,550.00	2,550.00	
1205.			
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>			
1301. Survey to			
1302. Pest inspection to			
1303. Cleaning Service	225.00	225.00	
1304. 2003 School Tax			2,163.22
1305.			
1306.			
1307.			
1308.			
<b>1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)</b>	4,486.85	4,938.22	

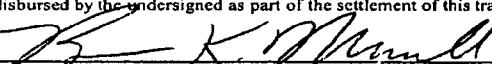
## CERTIFICATION

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

  
 Seller Richard H. Milgrub  
 Marjorie L. Milgrub

  
 Borrower Robert A. Brown  
 Shellie L. Brown

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

  
 Settlement Agent Brian K. Marshall, Esquire

10/24/2003

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

EVANS, PORTNOY, QUINN & O'CONNOR

ATTORNEYS AT LAW

ONE OXFORD CENTRE, 36TH FLOOR

301 GRANT STREET

PITTSBURGH, PENNSYLVANIA 15219-6401

412.765.3800

FAX 412.765.3747

CHARLES E. EVANS  
IRVING M. PORTNOY  
JOHN E. QUINN  
MANNING J. O'CONNOR II  
MARK E. MILSOP  
SHARON J. NEWBRANDER  
MELISSA B. CATELLO  
DOUGLAS C. HART

FIRM E-MAIL  
[info@epqlawyers.com](mailto:info@epqlawyers.com)

February 3, 2005

Prothonotary of Clearfield County  
230 East Market Street  
Clearfield, PA 16830

Re: Robert A. Brown and Shellie L. Brown v. Richard H.  
Milgrub and Marjorie L. Milgrub  
Our File Number: 03-1084

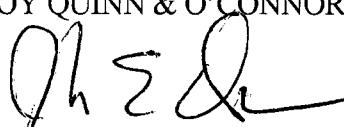
Dear Sir or Madam:

Please file the enclosed Complaint in Civil Action on behalf of Plaintiffs in the above-referenced matter. Enclosed is a check in the amount of \$85.00 representing prepayment for filing of same. Please forward a time-stamped cover sheet along with the Writ of Summons to me in the envelope provided so that I may obtain service upon the Defendants.

Thank you for your prompt attention in this regard.

Very truly yours,

EVANS PORTNOY QUINN & O'CONNOR

BY: 

John E. Quinn

JEQ:plw  
Enclosure

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

ROBERT A. BROWN and SHELLIE L.  
BROWN, his wife

NO: 05 164 CD

Plaintiffs,

vs.

RICHARD H. MILGRUB and  
MARJORIE L. MILGRUB

Defendant.

JURY TRIAL DEMANDED

**CERTIFICATE OF MERIT AS TO  
DEFENDANT RICHARD H.  
MILGRUB**

FILED ON BEHALF OF:  
Plaintiffs

COUNSEL OF RECORD FOR THIS  
PARTY:

John E. Quinn, Esquire  
Pa. I.D. #23268

EVANS PORTNOY QUINN & O'CONNOR  
FIRM #724  
One Oxford Centre  
36<sup>th</sup> Floor  
Pittsburgh, PA 15219

412-765-3800

FILED NOCC  
M 11:51 AM  
JUN 24 2005 SW

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF MERIT AS TO DEFENDANT**  
**RICHARD H. MILGRUB**

I, John E. Quinn, Esquire certify that:

X an appropriate licensed professional has supplied a written statement to the undersigned that there is a basis to conclude that the care, skill or knowledge exercised or exhibited by this defendant in the treatment, practice or work that is the subject of the complaint, fell outside acceptable professional standards and that such conduct was a cause in bringing about the harm;

OR

       the claim that this defendant deviated from an acceptable professional standard is based solely on allegations that other licensed professionals for whom this defendant is responsible deviated from an acceptable professional standard and an appropriate licensed professional has supplied a written statement to the undersigned that there is a basis to conclude that the care, skill or knowledge exercised or exhibited by the other licensed professionals in the treatment, practice or work that is the subject of the complaint, fell outside professional standards and that such conduct was a cause in bringing about the harm;

OR

       expert testimony of an appropriate licensed professional is unnecessary for prosecution of the claim against this defendant.

DATE: June 7, 2005



---

John E. Quinn, Esquire  
Attorney for Plaintiffs

**CERTIFICATE OF SERVICE**

I, JOHN E. QUINN, ESQUIRE do hereby certify that a true and correct copy of the foregoing CERTIFICATE OF MERIT was served upon the following Counsel of Record on this 10 day of June 2005, via U.S. First Class Mail, postage prepaid:

James A. McGovern, Esquire  
Marshall, Dennehey, Warner, Coleman and Goggin  
2900 USX Tower  
Pittsburgh, PA 15219

Samuel Cohen, Esquire  
Katz, Cohen & Price, P.C.  
Suite 2010  
117 S. 17<sup>th</sup> Street

EVANS PORTNOY QUINN & O'CONNOR

By: S/ John E. Quinn  
John E. Quinn, Esquire  
Attorney for Plaintiffs

**FILED**

**JUN 24 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

ROBERT A. BROWN and SHELLIE L.  
BROWN, his wife

Plaintiffs,

vs.

RICHARD H. MILGRUB and  
MARJORIE L. MILGRUB

Defendant.

CIVIL DIVISION

NO: 05 164 CD

ACCEPTANCE OF SERVICE

FILED ON BEHALF OF:  
Plaintiffs

COUNSEL OF RECORD FOR THIS  
PARTY:

John E. Quinn, Esquire  
Pa. I.D. #23268

EVANS PORTNOY QUINN & O'CONNOR  
FIRM #724  
One Oxford Centre  
36<sup>th</sup> Floor  
Pittsburgh, PA 15219

412-765-3800

FILED

6<sup>4</sup> FEB 25 2005  
M/1:25/ln  
William A. Shaw  
Prothonotary/Clerk of Courts  
No Cm<sup>nt</sup> Co M<sup>nt</sup>

ACCEPTANCE OF SERVICE

The undersigned hereby accepts on behalf of Defendants Richard H. Milgrub and Marjorie L. Milgrub service of a copy of the Complaint in Civil Action filed in the within matter and certify that I am authorized to do so.

James A. McDon  
\_\_\_\_\_  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT A. BROWN and SHELLIE L.  
BROWN, his wife,

Plaintiffs,

vs.

RICHARD H. MILGRUB and  
MARJORIE L. MILGRUB,

Defendants.

CIVIL DIVISION

No. 05 164 CD

**PRAECIPE FOR WITHDRAWAL OF  
APPEARANCE**

Filed on behalf of:  
Defendants

Counsel of record for this party:

James A. McGovern, Esquire  
Pa. I.D. #61361  
Paul J. Atencio, Esquire  
Pa. I.D. #91366

MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN, P.C.  
U.S. Steel Tower, Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219  
412-803-1140

**FILED** *(R)*

JUL 08 2005

*7/2/05*

William A. Shaw

Prothonotary/Clerk of Courts

*W.C.C.*

**CERTIFICATE OF SERVICE**

I hereby certify that I have served upon all persons listed below a true and correct copy of the **PRAECIPE FOR WITHDRAWAL OF APPEARANCE** in the above-captioned matter by United States first-class mail, postage prepaid, this 6th day of July, 2005.

John E. Quinn, Esquire  
Evans, Portnoy, Quinn & O'Connor  
One Oxford Centre, 36th Floor  
301 Grant Street  
Pittsburgh, PA 15219-6401  
*(Counsel for Plaintiffs)*

Richard A. Simpson, Esquire  
Ross, Dixon & Bell, LLP  
2001 K Street, N.W.  
Washington, DC 20006-1040

Samuel Cohen, Esquire  
Katz, Cohen & Price, P.C.  
117 S. 17th Street  
Suite 2010  
Philadelphia, PA 19103  
*(Counsel for Defendants)*

BY:

James A. McGovern  
JAMES A. McGOVERN, ESQUIRE  
Pa. I.D. #61361  
PAUL J. ATENCIO, ESQUIRE  
Pa. I.D. #91366

MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN, P.C.  
U.S. Steel Tower, Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219  
412-803-1140

**KATZ, COHEN & PRICE, P.C.**  
**By: SAMUEL COHEN**  
**ATTORNEY I.D. NO.: 27544**  
**117 SOUTH 17th STREET**  
**SUITE 2010**  
**PHILADELPHIA, PA 19103**  
**(215) 636-0400**

**ATTORNEY FOR DEFENDANTS**

ROBERT A BROWN and SHELLIE L.	:	COURT OF COMMON PLEAS
BROWN, his wife	:	
Plaintiffs	:	
vs	:	CLEARFIELD COUNTY
RICHARD H. MILGRUB and	:	
MARJORIE L. MILGRUB	:	NO.: 05-164-CD
Defendants	:	<b><u>JURY TRIAL DEMANDED</u></b>
	:	

**ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of defendants in the above captioned matter.



SAMUEL COHEN

FILED NO  
m 11:14 2005  
JUN 30 2005  
68

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATION OF SERVICE**

I, Samuel Cohen, certify that a true and correct copy of the within Entry of Appearance was forwarded via regular mail through the United States Postal Service on June 24, 2005 to:

James A. McGovern, Esquire  
Marshall, Dennehey, Warner, Coleman & Coggin  
600 Grant Street  
Suite 2900  
Pittsburgh, PA 15219

John E. Quinn, Esquire  
Evans, Portnoy Quinn & O'Connor  
Firm# 724  
One Oxford Centre  
36th Floor  
Pittsburgh, PA 15219

Richard A. Simpson, Esquire  
Ross, Dixon & Bell, LLP  
2001 K Street, N.W.  
Washington, DC 20006-1040



SAMUEL COHEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT A. BROWN and SHELLIE L.  
BROWN, his wife,

CIVIL DIVISION

No. 05 164 CD

Plaintiffs,

vs.

RICHARD H. MILGRUB and  
MARJORIE L. MILGRUB,

Defendants.

**JURY TRIAL DEMANDED**

**PRAECIPE FOR WITHDRAWAL OF APPEARANCE**

KINDLY withdraw the appearance of James A. McGovern, Esquire, Paul J. Atencio, Esquire and Marshall, Dennehey, Warner, Coleman & Goggin for Defendants, Richard H. Milgrub and Marjorie L. Milgrub, in the above-captioned matter. Samuel Cohen, Esquire has substituted his appearance on behalf of Defendants.

MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN

Date: July 6, 2005

By: James A. McGovern

James A. McGovern, Esq.

Pa. I.D. #61361

Paul J. Atencio, Esq.

Pa. I.D. #91366

U.S. Steel Tower, 29<sup>th</sup> Floor  
600 Grant Street  
Pittsburgh, PA 15219  
412-803-1178

**KATZ, COHEN & PRICE, P.C.**  
**By: SAMUEL COHEN**  
**ATTORNEY I.D. NO.: 27544**  
**117 SOUTH 17th STREET**  
**SUITE 2010**  
**PHILADELPHIA, PA 19103**  
**(215) 636-0400**

**ATTORNEY FOR DEFENDANTS**

**FILED NO**  
**MT. 3704 CC**  
**NOV 21 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

**ROBERT A BROWN and SHELLIE L.  
BROWN, his wife**

**COURT OF COMMON PLEAS**

**Plaintiffs**

**vs**

**RICHARD H. MILGRUB and  
MARJORIE L. MILGRUB**

**CLEARFIELD COUNTY**

**NO.: 05-164-CD**

**JURY TRIAL DEMANDED**

**Defendants**

**PLAINTIFFS' ANSWER TO COMPLAINT IN CIVIL ACTION WITH NEW**

**MATTER**

1.        Denied.        After reasonable investigation, Defendants are without sufficient information to admit or deny the averments contained in this paragraph and strict proof thereof is demanded if deemed relevant at trial.
  
2.        Admitted.
  
3.        Admitted.
  
4.        Denied.        The averments contained in this paragraph are based upon a writing which speaks for itself and strict proof thereof is demanded, if deemed relevant at trial. It is denied that Man Defendant "prepared" the agreement of sale for

execution by all parties. To the contrary, the agreement of sale was prepared as the product of negotiation between all of the parties hereto. Strict proof is demanded if deemed relevant at trial.

5.                   Denied.           It is denied that Man Defendant represented Plaintiffs in the real estate transaction. To the contrary, Man Defendant did not represent Plaintiffs with regard to the subject real estate transaction and strict proof thereof is demanded if deemed relevant at trial. It is further denied that Plaintiffs paid Man Defendant legal fees. To the contrary, legal fees were not paid by Plaintiffs to Man Defendant for their representation. Strict proof of Plaintiffs' averments is demanded if deemed relevant at trial. The remaining averments contained in this paragraph are based upon a conclusion of law for which no response is required under and pursuant to the Pennsylvania Rules of Civil Procedure.

6.                   Denied.           It is denied that Man Defendant prepared the said agreement of sale for the reasons set forth in Defendants' Answer to paragraph 4 of the Complaint. The remaining averments are denied as the underlying assumption of Plaintiff is incorrect. It is admitted that the Sellers Property Disclosure Statement was delivered to Plaintiffs. To the extent the averments contained in this paragraph are based upon a writing, said averments are denied as based upon a writing which speaks for itself and strict proof thereof is demanded from Plaintiffs.

7.-9.               Denied.           The averments contained in these paragraphs are

based upon a writing which speaks for itself and strict proof is demanded if deemed relevant at trial.

10.         Denied.         It is admitted that Plaintiffs had an inspection performed on the property as part of the pre-closing process. With regard to the remaining averments, after reasonable investigation, Defendants are without sufficient information to admit or deny and strict proof is demanded if deemed relevant at trial.

11.         Denied.         The averments contained in this paragraph are based upon an underlying assumption which is incorrect, that being that Man Defendant was representing Plaintiffs. It is specifically denied that Man Defendant represented Plaintiffs with regard to the real estate transaction which is the subject of this matter and strict proof thereof is demanded if deemed relevant at trial. It is denied that Man Defendant refused to amend or change the sellers' property disclosure statement or that he had "other buyers" and Plaintiffs had to waive any inspection rights under the agreements. Strict proof is demanded if deemed relevant at trial.

12.         It is admitted that Plaintiffs agreed to close on the property and the said closing occurred on October 24, 2003. It is further admitted that an associate of Man Defendant was the closing agent. It is denied that Man Defendant through his law firm represented Plaintiffs through closing. To the contrary, neither Man Defendant nor his law firm represented Plaintiffs with regard to any aspect of the transaction which is the subject of this lawsuit and strict proof is thereof is demanded if deemed relevant at trial. To the

extent the averments contained in this paragraph are based upon a writing, said averments are denied as said writings speak for themselves and strict proof thereof is demanded if deemed relevant at trial.

13.         Denied.         After reasonable investigation, Defendants are without sufficient information to form a belief as to what Plaintiffs learned after they moved into the property and strict proof thereof is demanded if deemed relevant at trial. Defendants do not understand what is meant by "a continuing water problem in the basement for which professional services and repairs had been sought and made well within the ten year period certified in their Disclosure Statement" and accordingly, such averments are denied and strict proof thereof is demanded if deemed relevant at trial.

14.         Denied.         After reasonable investigation, Defendants are without sufficient information to aver or deny the averments contained in this paragraph and strict proof thereof is demanded if deemed relevant at trial.

15.         Denied.         After reasonable investigation, Defendants are without sufficient information to admit or deny the averments contained in this paragraph and strict proof thereof is demanded if deemed relevant at trial

**COUNT I**

16.         Defendants, Richard H. Milgrub and Marjorie L. Milgrub, incorporate herein by reference each and every averment contained in paragraphs 1 through 15 of this Answer as though same were fully set forth herein at length.

17.         Denied.         It is denied that representations made by Defendants relative to the condition of the basement, water condition of the workout room, including floors and walls, and the roof were false. To the contrary, at all times material, Defendants accurately reflected the condition of the real estate in question to the best of their knowledge and ability. Strict proof of Plaintiffs' averments is demanded if deemed relevant at trial. To the extent the averments contained in this paragraph are based upon a writing, said averments are denied and strict proof thereof is demanded if deemed relevant at trial.

18.         Denied.         It is denied that Defendants made any false representations regarding the condition of the basement, workout room, including floors and walls and the roof. To the contrary, Defendants made no false representations with regard to the condition of the basement, workout room, including floors and walls and roof. Strict proof of Plaintiffs' averments is demanded if deemed relevant at trial.

19.-21.         Denied.         It is denied that any misrepresentations were made by Defendants and strict proof of Plaintiffs' averments is demanded if deemed relevant at trial.

WHEREFORE, Defendants pray this Honorable Court enter judgement in their favor and against Plaintiffs.

**COUNT II**

22.         Defendants, Richard H. Milgrub and Marjorie L. Milgrub, incorporate herein by reference each and every averment contained in paragraphs 1 through 21 of this Answer as though same were fully set forth herein at length.

23.-24.      Denied.      The averments contained in these paragraphs constitute conclusions of law for which no response is required under and pursuant to the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Defendants pray this Honorable Court enter judgement in their favor and against Plaintiffs.

**COUNT III**

25.      Defendants, Richard H. Milgrub and Marjorie L. Milgrub, incorporate herein by reference each and every averment contained in paragraphs 1 through 24 of this Answer as though same were fully set forth herein at length.

26.-29.      Denied.      The averments contained in these paragraphs constitute conclusions of law for which no response is required under and pursuant to the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Defendants pray this Honorable Court enter judgement in their favor and against Plaintiffs.

**COUNT IV**

30.      Defendant, Richard H. Milgrub incorporates herein by reference each and every averment contained in paragraphs 1 through 29 of this Answer as though same were fully set forth herein at length.

31.      No response is required as there is no factual averment being made.

32.      Denied.      It is denied that Man Defendant represented Plaintiffs

at any time with regard to the real estate transaction which is the subject of this law suit and strict proof of Plaintiffs' averments is demanded if deemed relevant at trial. To the extent the averments contained in this paragraph constitute conclusions of law. No response is required under and pursuant to the Pennsylvania Rules of Civil Procedure.

33. Denied. Since there was no conflict of interest existing with regard to the transaction in question because Man Defendant never represented Plaintiffs with regard to this real estate transaction, the averments contained in this paragraph are denied and strict proof thereof is demanded if deemed relevant at trial. To the extent the averments contained in this paragraph constitute conclusions of law, no response is required under and pursuant to the Pennsylvania Rules of Civil Procedure.

34. Denied. It is denied that Man Defendant had a fiduciary obligation to Plaintiffs as their counsel and accordingly, all the averments contained in the sub-paragraphs of this paragraph in the Complaint are denied and strict thereof is demanded if deemed relevant at trial. It is further denied that Man Defendant:

- a. Made any misrepresentations to Plaintiffs;
- b. Failed to disclose any negative conditions of the demised premises known to him;
- c. Misrepresented the condition of the demised premises in the sellers' disclosure statement;
- d. Demanded the Plaintiffs close the property without seeking

recourse or compensation; or

e. Failed to secure a waiver.

The averments contained in this Answer with New Matter are incorporated by reference as if the same were set forth at length.

35. Denied. It is denied that Plaintiffs sustained any damages and strict proof thereof is demanded if deemed relevant at trial. To the extent the averments contained in this paragraph are based upon a conclusion of law, no response is required under and pursuant to the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Defendants pray this Honorable Court enter judgment in their favor and against Defendants.

#### COUNT V

36. Defendant, Richard H. Milgrub, incorporates herein by reference each and every averment contained in paragraphs 1 through 35 of this Answer though same were fully set forth herein at length.

37. No response is required as there is no factual averment being made.

38.-40. Denied. It is denied that Man Defendant ever represented Plaintiffs in the transaction in question and strict proof thereof is demanded if deemed relevant at trial

41.-42. Denied. The averments contained in these paragraphs are based upon conclusions of law for which no response is required under and pursuant to the

Pennsylvania Rules of Civil Procedure.

43. Denied. It is denied that Plaintiffs sustained any damages and strict proof thereof is demanded if deemed relevant at trial. To the extent the averments contained in this paragraph constitute conclusions of law, no response is required under and pursuant to the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Defendants pray this Honorable Court enter judgement in their favor and against Defendants.

**NEW MATTER**

44. Defendants, Richard H. Milgrub and Marjorie L. Milgrub, incorporate herein by reference each and every averment contained in paragraphs 1 through 43 of their Answer as though same were fully set forth herein at length.

45. Man Defendant never represented Plaintiffs.

46. Plaintiffs had a full opportunity to inspect the premises prior to settlement.

47. Plaintiffs exercised the right to have an inspection and, in fact, had an inspection performed by an individual of their choosing,

48. If any undisclosed defects existed on the premises prior to settlement, and it is denied that Defendants knew that any such defects existed, the Plaintiffs had the opportunity to rescind the contact and not go to settlement.

49. Any known defects on the property, were disclosed prior to

settlement.

50. In the alternative, if any defects on the premises existed, the inspector selected by Plaintiffs knew or should have known of same and Defendants are not responsible for any failure by the inspector for any failure to disclose to Plaintiff any defective conditions which the inspector discovered or should have discovered.

51. At no time did Man Defendant indicate that he was representing Plaintiffs.

52. Defendants did not knowingly make any misrepresentations to Plaintiffs.

53. No Complaint for any alleged defect on the premises survives the settlement which occurred on October 24, 2003.

54. In the alternative, Plaintiffs knew of any and all defective conditions and the price of the premises was adjusted to reflect same.

55. The parties herein reach an accord and satisfaction with regard to this transaction.

56. Plaintiffs are estopped from asserting their claims by virtue of their conduct.

57. Plaintiffs are guilty of laches.

58. Plaintiffs waived any claims they might have.

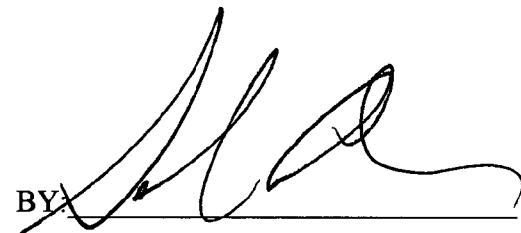
59. Plaintiffs had a key to the premises together with full access to the

premises twenty-four (24) hours a day, seven (7) days a week for approximately one month prior to settlement.

60. Defendants reserve the right to plead any and all additional defenses which might become known to them throughout the course of discovery in this matter.

WHEREFORE, Defendants pray that the Honorable Court enter judgment in their favor and against Defendants.

KATZ, COHEN & PRICE

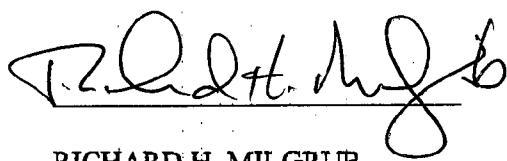
BY 

SAMUEL COHEN

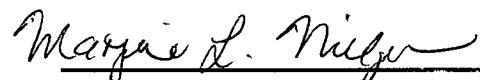
DATED: 11/18/15

**VERIFICATION**

We, Richard H. Milgrub and Marjorie L. Milgrub , verify that we are the Defendants in this matter and that the averments of fact set forth in the foregoing Plaintiffs' Answer to Complaint in Civil Action with New Matter are true and correct to the best of my personal knowledge, information and belief. We understand that this Verification is made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.



RICHARD H. MILGRUB



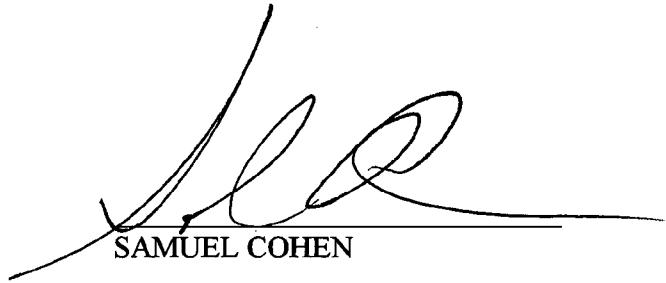
MARJORIE L. MILGRUB

DATED: November 14, 2005

**CERTIFICATION OF SERVICE**

I, Samuel Cohen, certify that a true and correct copy of the within **PLAINTIFFS'**  
**ANSWER TO COMPLAINT IN CIVIL ACTION WITH NEW MATTER**  
was forwarded via regular mail through the United States Postal Service on November  
16, 2005 to:

John E. Quinn, Esquire  
Evans, Portnoy Quinn & O'Connor  
Firm# 724  
One Oxford Centre  
36th Floor  
Pittsburgh, PA 15219



A handwritten signature in black ink, appearing to read "Samuel Cohen". The signature is fluid and cursive, with a prominent 'S' at the beginning. It is positioned above a horizontal line.

SAMUEL COHEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

ROBERT A. BROWN and SHELLIE L.  
BROWN, his wife

NO: 05 164 CD

Plaintiffs,

PLAINTIFFS' REPLY TO  
NEW MATTER

vs.

RICHARD H. MILGRUB and  
MARJORIE L. MILGRUB

Defendant.

FILED ON BEHALF OF:  
Plaintiffs

COUNSEL OF RECORD FOR THIS  
PARTY:

John E. Quinn, Esquire  
Pa. I.D. #23268

PORTNOY & QUINN, LLC.  
FIRM #724  
One Oxford Centre  
36<sup>th</sup> Floor  
Pittsburgh, PA 15219

412-765-3800

FILED *no cc*  
M10: 58/04  
DEC 27 2005 *mt*

William A. Shaw  
Prothonotary/Clerk of Courts

PLAINTIFFS' REPLY TO NEW MATTER

AND NOW, comes the Plaintiffs, by and through their counsel, Portnoy & Quinn and John E. Quinn, Esquire, and files the following Reply to New Matter, respectfully averring as follows:

1. In response to Paragraph 44 of Defendants' New Matter, Plaintiffs incorporate by reference 1 through 43 of their complaint as set forth at length.
2. The averments of Paragraph 45 of Defendants' New Matter are denied. Man Defendant represented Plaintiffs in the subject real estate transaction as set forth in their Complaint.
3. The averments of Paragraph 46 are admitted in part and denied in part. It is admitted that the Plaintiffs had an opportunity to inspect the premises prior to settlement. When defects discovered during said inspection were brought to Man Defendant's attention, he misrepresented the status of negotiations relative to another alleged potential buyer and indicated that he would not sell the property to the Plaintiffs if they exercised any of their rights under the agreement of sale in question.
4. The averments of Paragraph 47 of Defendants' New Matter are admitted.
5. The averments of Paragraph 48 of Defendants' New Matter are denied. After reasonable investigation, Plaintiffs are without information sufficient to form a belief as to the truth as to what the Defendants knew or did not know. To the extent a responsive pleading is required, the defects in question were of such a nature and extent that Defendants would have been on notice of same. In fact, it is believed and therefore averred that the Defendants hid defects from Plaintiffs and their inspector. The remaining averments of Paragraph 48 of Defendants' New Matter constitute legal conclusion and no responsive pleading is required.

6. The averments of Paragraph 49 of Defendants' New Matter are denied. Defendants revealed no defects to Plaintiffs prior to settlement.

7. The averments of Paragraph 50 of Defendants' New Matter are denied as stated. Plaintiffs inspector did inform the Plaintiffs of the defects in the property in question, which discoveries were then made known to the man Defendant.

8. The averments of Paragraph 51 of Defendants' New Matter are denied. Man Defendant and his law firm represented Plaintiffs through closing.

9. The averments of Paragraph 52 of Defendants' New Matter constitute legal conclusion and no responsive pleading is required. To the extent a responsive pleading is required, it is averred that Man Defendant did make misrepresentations to the Plaintiffs as set forth in their Complaint.

10. The averments of Paragraph 53 of Defendants' New Matter constitute a legal conclusion and no responsive pleading is required.

11. The averments of Paragraph 54 of Defendants' New Matter are denied. No adjustment in the sales price to reflect any defective conditions was made.

12. The averments of Paragraph 55 of Defendants' New Matter constitute legal conclusions and no responsive pleading is required.

13. The averments of Paragraph 56 of Defendants' New Matter constitute legal conclusions and no responsive pleading is required.

14. The averments of Paragraph 57 of Defendants' New Matter constitute legal conclusions and no responsive pleading is required.

15. The averments of Paragraph 58 of Defendants' New Matter constitute legal conclusions and no responsive pleading is required.

16. The averments of Paragraph 59 of Defendants' New Matter are admitted.

17. The averments of Paragraph 60 of Defendants' New Matter constitute legal conclusions and no responsive pleading is required.

WHEREFORE, Plaintiffs request judgment in their favor and against the Defendants as set forth in their complaint, plus costs.

Respectfully submitted,

PORTNOY & QUINNN

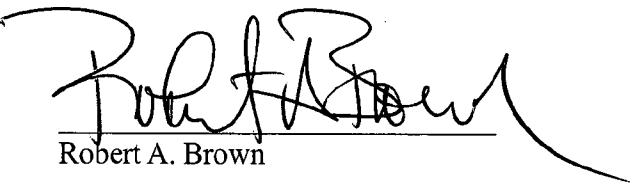
BY

  
John E. Quinn  
Attorney for Plaintiffs

V E R I F I C A T I O N

I verify that the statements made herein are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

12/12/05  
Date

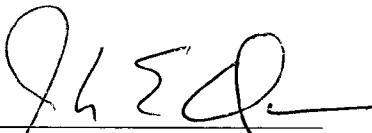
  
Robert A. Brown

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the within Reply to New Matter was forwarded to the following individual this 22 day of Dec 2000 via first-class U. S. Mail, postage prepaid:

Samuel Cohen, Esquire  
Katz, Cohen & Price, P.C.  
Suite 2010  
117 S. 17<sup>th</sup> Street  
Philadelphia, PA 19103

PORTNOY & QUINN, LLC.

BY   
Attorneys for Plaintiffs

FILED

NOV 19 2007

~11:00 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
vo c/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT A. BROWN and SHELLIE L.  
BROWN, his wife,

Plaintiffs,

vs.

RICHARD H. MILGRUB and  
MARJORIE L. MILGRUB,

Defendants.

CIVIL DIVISION

No. 05 164 CD

**PRAECIPE FOR ENTRY/WITHDRAWAL  
OF APPEARANCE**

Filed on behalf of:  
Defendant, Richard H. Milgrub

Counsel of record for this party:

James A. McGovern, Esquire  
Pa. I.D. #61361  
[jamcgovern@mdwcg.com](mailto:jamcgovern@mdwcg.com)

MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN, P.C.  
U.S. Steel Tower, Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219  
412-803-1140  
412-803-1188 (fax)

**JURY TRIAL DEMANDED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT A. BROWN and SHELLIE L.  
BROWN, his wife,

CIVIL DIVISION

No. 05 164 CD

Plaintiffs,

vs.

RICHARD H. MILGRUB and  
MARJORIE L. MILGRUB,

Defendants.

**JURY TRIAL DEMANDED**

**PRAECIPE FOR ENTRY/WITHDRAWAL OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly enter the appearance of James A. McGovern, Esquire and Marshall, Dennehey, Warner, Coleman & Goggin, P.C. on behalf of Defendant, Richard H. Milgrub, in the above-captioned matter. Samuel Cohen, Esquire has withdrawn his appearance on behalf of Defendant, Richard H. Milgrub, but will continue to represent Defendant, Marjorie L. Milgrub.

Respectfully submitted,

MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN

KATZ, COHEN & PRICE, P.C.

James A. McGovern  
James A. McGovern, Esquire  
Pa. ID #61361  
jamcgovern@mdwcg.com  
U.S. Steel Tower, Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219  
412-803-1140  
412-803-1188 (facsimile)  
Attorneys for Defendant,  
Richard H. Milgrub

/s/ Samuel Cohen I AM by permission  
Samuel Cohen, Esquire  
1420 Walnut Street  
Suite 1500  
Philadelphia, PA 19102  
215-545-2201  
215-545-2221 (facsimile)  
Attorneys for Defendant,  
Marjorie L. Milgrub

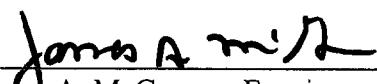
**CERTIFICATE OF SERVICE**

I hereby certify that I have served upon all persons listed below a true and correct copy of the **PRAECIPE FOR ENTRY/WITHDRAWAL OF APPEARANCE** in the above-captioned matter by United States first-class mail, postage prepaid, this 16th day of November, 2007.

John E. Quinn, Esquire  
Portnoy & Quinn  
One Oxford Centre, 36th Floor  
301 Grant Street  
Pittsburgh, PA 15219  
**(Counsel for Plaintiffs)**

Samuel Cohen, Esquire  
Katz, Cohen & Price, P.C.  
1420 Walnut Street  
Suite 1500  
Philadelphia, PA 19102  
**(Counsel for Defendant, Marjorie L. Milgrub)**

MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN

  
James A. McGovern, Esquire  
Pa. ID #61361  
[jamcgovern@mdwcg.com](mailto:jamcgovern@mdwcg.com)  
U.S. Steel Tower, Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219  
412-803-1140 / 412-803-1188 (facsimile)

Attorneys for Defendant,  
Richard H. Milgrub

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

ROBERT A. BROWN and SHELLIE L.  
BROWN, his wife

NO: 05 164 CD

Plaintiffs,

NOTICE OF SERVICE

vs.

FILED ON BEHALF OF:  
Plaintiffs

RICHARD H. MILGRUB and  
MARJORIE L. MILGRUB

COUNSEL OF RECORD FOR THIS  
PARTY:

Defendant.

John E. Quinn, Esquire  
Pa. I.D. #23268

JURY TRIAL DEMANDED

PORTNOY & QUINN, LLC.  
FIRM #724  
One Oxford Centre  
36<sup>th</sup> Floor  
Pittsburgh, PA 15219

412-765-3800

FILED  
M 12:32 PM  
FEB 08 2001  
WAK  
NO CC  
JAN

William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE OF SERVICE

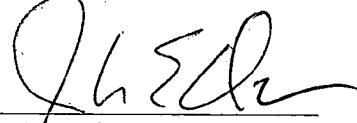
The undersigned does hereby certify that a Notice of Depostiiion was forwarded to the following individuals this 6<sup>th</sup> day of February, 2008, via U. S. first-class, postage prepaid:

Samuel Cohen, Esquire  
Katz, Cohen & Price, P.C.  
1420 Walnut Street, Suite 500  
Philadelphia, PA 19102

Samantha J. Chugh, Esquire  
Marshall, Dennehey, Warner, Coleman & Goggin  
2900 USX Tower  
Pittsburgh, PA 15219

PORTNOY & QUINN, LLC.

BY



John E. Quinn  
ATTORNEYS FOR PLAINTIFFS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

ROBERT A. BROWN and SHELLIE L.  
BROWN, his wife

CIVIL DIVISION

NO: 05 164 CD

Plaintiffs,

NOTICE OF SERVICE

vs.

RICHARD H. MILGRUB and  
MARJORIE L. MILGRUB

FILED ON BEHALF OF:

Plaintiffs

Defendant.

COUNSEL OF RECORD FOR THIS  
PARTY:

John E. Quinn, Esquire  
Pa. I.D. #23268

JURY TRIAL DEMANDED

PORTNOY & QUINN, LLC.  
FIRM #724  
One Oxford Centre  
36<sup>th</sup> Floor  
Pittsburgh, PA 15219

412-765-3800

FILED No CC.  
M/10:15 AM  
APR 24 2008  
*WS*

William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE OF SERVICE

The undersigned does hereby certify that Plaintiff's Answers to Interrogatories and Response to Request for Production of Documents were forwarded to the following individuals this 22<sup>nd</sup> day of April, 2008, via U. S. first-class, postage prepaid:

Samuel Cohen, Esquire  
Katz, Cohen & Price, P.C.  
1420 Walnut Street, Suite 500  
Philadelphia, PA 19102

James A. McGovern, Esquire  
Marshall, Dennehey, Warner, Coleman & Goggin  
2900 USX Tower  
Pittsburgh, PA 15219

PORTNOY & QUINN, LLC.

BY



John E. Quinn  
ATTORNEYS FOR PLAINTIFFS

FILED 

DEC 22 2008

11:45 AM

William A. Shaw

Prothonotary/Clerk of Courts

No Court Costs

2 Cents. or Dues

TO ATTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

ROBERT A. BROWN and SHELLIE L.  
BROWN, his wife

CIVIL DIVISION

NO: 05 164 CD

Plaintiffs,

PRAECIPE TO SETTLE AND  
DISCONTINUE

vs.

RICHARD H. MILGRUB and  
MARJORIE L. MILGRUB

Defendant.

FILED ON BEHALF OF:  
Plaintiffs

COUNSEL OF RECORD FOR THIS  
PARTY:

John E. Quinn, Esquire  
Pa. I.D. #23268

EVANS PORTNOY QUINN & O'CONNOR  
FIRM #724  
One Oxford Centre  
36<sup>th</sup> Floor  
Pittsburgh, PA 15219

412-765-3800

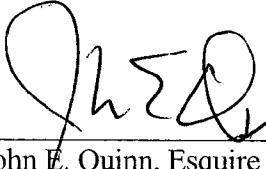
**PRAECIPE TO SETTLE AND DISCONTINUE**

TO THE PROTHONOTARY:

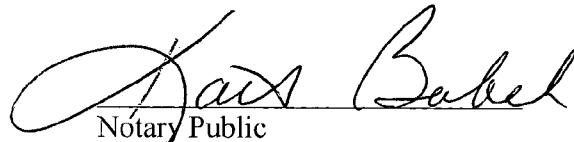
Please settle and discontinue the above-captioned matter of record as same has now been settled. Kindly issue a Certificate of Discontinuance.

PORTNOY & QUINN, LLC.

BY \_\_\_\_\_

  
John E. Quinn, Esquire  
Attorneys for Plaintiffs

Sworn to and subscribed  
before me this 19th day  
of December, 2008

  
Kathleen A. Bubash  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Kathleen A. Bubash, Notary Public
City Of Pittsburgh Allegheny County
My Commission Expires Nov. 8, 2009

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**Robert A. Brown**  
**Shellie L. Brown**

Vs.  
**Richard H. Milgrub**  
**Marjorie L. Milgrub**

**No. 2005-00164-CD**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 22, 2008, marked:

Settled and Discontinued

Record costs in the sum of \$85.00 have been paid in full by Evans Portnoy Quinn & Connor.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of December A.D. 2008.



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William A. Shaw, Prothonotary