

05-215-CD

R. Helsel et al vs., R. Hughes et al

HUGHES, et al.

2005-215-CD

Richard Helsel et al v. Richard Hughes et al

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

RICHARD A. HELSEL, t/d/b/a
HELSSEL CONTRACTING,
Plaintiff

*

*

-vs-

RICHARD T. HUGHES AND
CATHERINE L. HUGHES,
Defendants

*

*

*

Docket No. 2005-215 -CD
MECHANICS' LIEN CLAIM

Type of pleading:
MECHANICS' LIEN CLAIM

Filed on behalf of:
PLAINTIFF, Richard A.
Helsel, t/d/b/a
Helsel Contracting

Counsel of record for
this party:

Dwight L. Koerber, Jr.,
Esquire
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED *5cc*
03-24-05 Atty Koerber
FEB 15 2005 Atty pd. \$5.00

William A. Shaw
Prothonotary/Clerk of Courts

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

RICHARD A. HELSEL, t/d/b/a HELSSEL CONTRACTING, Plaintiff	*	
 -VS-		
RICHARD T. HUGHES AND CATHERINE L. HUGHES, Defendants	*	Docket No. 2005- -CD MECHANICS' LIEN CLAIM

NOTICE

TO: RICHARD T. HUGHES AND
CATHERINE L. HUGHES
732 South Second Street
Clearfield, PA 16830

NOTICE IS HEREBY GIVEN that RICHARD A. HELSEL, t/d/b/a HELSEL CONTRACTING, has and claims a lien against RICHARD T. HUGHES AND CATHERINE L. HUGHES, owner of the real property hereinafter described, on said real property for the sum of **Forty-one Thousand Six Hundred Fifty and 66/100 (\$41,650.66) Dollars**, being the value of certain labor performed and materials furnished for the improvement of said property.

PLAINTIFF ALSO SEEKS payment of penalties and interest on the unpaid balance and attorney's fees, pursuant to the terms of the Contractor and Subcontractor Payment Act, 73 P.S. §501, et seq.

THE CLAIM OF PLAINTIFF AGAINST DEFENDANTS IS BEING FILED ON THE 15TH DAY OF FEBRUARY, 2005.

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY
Clearfield County Courthouse
Second and Market Streets
Clearfield, PA 16830
(814) 2641, Ext. 5982

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

RICHARD A. HELSEL, t/d/b/a HELSEL CONTRACTING, Plaintiff	*	
 -vs-		
RICHARD T. HUGHES AND CATHERINE L. HUGHES, Defendants	*	Docket No. 2005- -CD MECHANICS' LIEN CLAIM

MECHANICS' LIEN CLAIM

COMES NOW, Richard A. Helsel, t/d/b/a Helsel Contracting (referred to hereinafter as "plaintiff", "lienor" or "claimant"), by and through his attorney, Dwight L. Koerber, Jr., Esquire, and files the within claim against Defendants Richard T. Hughes and Catherine L. Hughes (referred to hereinafter as "defendants" or "owners"), under the provisions of the Mechanics' Lien Law of 1963, as amended, 49 P.S. §1101, et seq. In support thereof, plaintiff avers and shows as follows:

1. Plaintiff Richard A. Helsel, t/d/b/a Helsel Contracting, is a sole proprietor who operates a construction business, and whose address is 216 Power Avenue, Clearfield, PA 16830. Plaintiff files this claim as contractor.
2. Defendants Richard T. Hughes and Catherine L. Hughes are husband and wife, and reside at 732 South Second Street, Clearfield, PA 16830.

COUNT I
MECHANICS' LIEN CLAIM

3. Defendants are the owners of certain real estate ("said property") in the Borough of Clearfield, on Front Street, known as Lot No. 19 in the Plan of the Borough of Clearfield, and more fully identified by the two Deeds appended hereto as Exhibit A and B, respectively.

4. The work which plaintiff performed on the said property of defendants involved the furnishing of labor and material used for the alteration, repair or improvements on the said property, the nature of the work performed consisting of installing a new roof, installing certain siding, windows, repair and remediation of the exterior, chemical washing of the paint, stripping wallpaper and repainting, finishing hardwood floors, plumbing and electrical work and improvements, construction of a restroom, construction and improvement of a kitchen on the second floor, installation of a fire door, and numerous other such related work and activities pertaining to the alteration and repair of the building owned by defendants on said property.

5. The work performed by plaintiff was done under a written contract for the initial work performed, and through a series of verbal contracts or add-on work requested by owners or owners' representatives located on the said property or speaking on behalf of owners. Attached hereto as Exhibit C is a copy of the October

18, 2004 contract signed by the parties. As explained above, there was work performed in addition to that outlined in the contract, which is not covered by a written document, but in fact is an extension of that written contract and is a valid claim under the Mechanics' Lien Law.

6. Plaintiff began work on the said property, performing the improvements identified herein, on October 8, 2004. It is recognized that the work initially predicated actual signing of the contract, with this being done to accommodate the scheduling requirements of owners.

7. The date of substantial completion of plaintiff's work on the said property was December 24, 2004, with additional work being done after that date as late as February 1, 2005.

8. The total amount of money owed to plaintiff for work performed on said property is One Hundred Ten Thousand Eight Hundred Fifty-five (\$110,850.00) Dollars, for which payments of Thirty-six Thousand Sixty (\$36,060.00) Dollars and Thirty-three Thousand One Hundred Forty-four and 34/100 (\$33,144.34) have been made, totaling Sixty-nine Thousand Two Hundred Four and 34/100 (\$69,244.34) Dollars. The balance due and owing to plaintiff for which this claim is made under the Mechanics' Lien Act of 1963 is Forty-one Thousand Six Hundred Fifty and 66/100 (\$41,650.66). Attached hereto as Exhibit D are copies of the invoices presented to defendants, detailing the work outlined in paragraphs 4 and 8 of

this claim.

WHEREFORE, plaintiff files its lien against Defendants Richard T. Hughes and Catherine L. Hughes in the amount of Forty-one Thousand Six Hundred Fifty and 66/100 (\$41,650.66) Dollars.

COUNT II
CLAIM UNDER CONTRACTOR AND SUBCONTRACTOR PAYMENT ACT

Paragraphs 1 through 8 are incorporated herewith as though set forth in full.

9. In addition to the sums of money owed under Count I herein, plaintiff seeks to recover pursuant to the provisions of the Contractor and Subcontractor Payment Act, at 73 P.S. §501, et seq.

10. Defendants have failed to make payment pursuant to the terms set forth at 73 P.S. §505 of the Contractor and Subcontractor Payment Act pertaining to the owner's payment obligations. Section 505 of the Act requires defendants to pay interest at the rate of 1% per month on the unpaid balance which is due and owing to plaintiff.

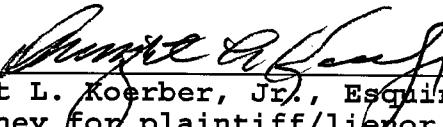
11. Pursuant to Section 512 of the Contractor and Subcontractor Payment Act, the failure of defendants to comply with the Act results in a penalty of 1% per month on the unpaid balance being due and owing to plaintiff.

12. Pursuant to Section 512 of the Contractor and

Subcontractor Payment Act, plaintiff seeks attorney's fees, as it has been necessary for plaintiff to pursue litigation in order to receive payment.

WHEREFORE, plaintiff prays that judgment be entered in his favor and against defendants for interest at the rate of 1% per month on the unpaid balance extending from February 1, 2005; that judgment be entered in his favor and against defendants for penalties of 1% per month on the unpaid balance extending from February 1, 2005; and that plaintiff be awarded reasonable attorney's fees.

Respectfully submitted,

By: 
Dwight L. Koerber, Jr., Esquire
Attorney for plaintiff/lienor,
RICHARD A. HELSEL

VERIFICATION

I verify that the statements made in this document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

2-14-05
Richard A. Helsel
DATE: Richard A. Helsel

EXHIBIT A

Attached hereto is a copy of the deed to the said property.

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

Instrument Number - 200416509
Recorded On 10/8/2004 At 10:57:01 AM
*Instrument Type - DEED
*Total Pages - 5
Invoice Number - 118894
*Grantor - ALOJIPAN, LIWAYWAY
*Grantee - HUGHES, RICHARD T
*Customer - BELIN & KUBISTA

*** FEES**

STATE TRANSFER TAX	\$950.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
CLEARFIELD AREA SCHOOLS	\$475.00
CLEARFIELD BOROUGH	\$475.00
TOTAL	\$1,928.50

***RETURN DOCUMENT TO:**

BELIN & KUBISTA
P.O. BOX 1
CLEARFIELD, PA 16830

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Assessment Map No. 4-1-K8-216-55 and 4-1-K8-216-96

INDENTURE

MADE the 8th day of October, 2004, between **RAMON ALOJIPAN**, individually, and as **Attorney-in-fact for LIWAYWAY ALOJIPAN**, his wife, of Clearfield, Clearfield County, Pennsylvania, 16830, party of the first part, hereinafter referred to as the **GRANTOR**,

A N D

RICHARD T. HUGHES and CATHERINE L. HUGHES, husband and wife, of 732 S. Second Street, Clearfield, Clearfield County, Pennsylvania, 16830, as tenants by the entireties, parties of the second part, hereinafter referred to as the **GRANTEEES**:

WITNESSETH, that the said party of the first part, in consideration of the sum of **NINETY-FIVE THOUSAND AND 00/100 (\$95,000.00) DOLLARS** to him now paid by the said parties of the second part, does grant, bargain, sell and convey unto the said parties of the second part, their heirs, executors and assigns,

ALL those two certain pieces or parcels of land, together with all improvements thereon, situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: On the North by Lot No. 18; on the South by Lot No. 20; on the West by Front Street, and on the East by an alley, and known as Lot No. 19 in the plan of said Borough of Clearfield.

TOGETHER as a part of the grant, with the full, free and uninterrupted right to the use of the private alley as established by a certain agreement dated September 28, 1887, recorded at Clearfield, Pennsylvania, in Misc. Book "D", at page 85, between Aaron C. Tate and E. M. Sheurer; the intent being to vest in the party of the second part, his heirs and assigns all the rights of whatsoever kind that are vested in the grantors, with respect to said alley, which is particularly described in said recited agreement.

THIS DEED REGISTERED WITH
BOROUGH OF CLEARFIELD
Ronald J. Alter
Borough Secretary

BEING the same premises conveyed to Ramon Alojipan and Liwayway Alojipan by deed dated October 28, 1988, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County to Deed and Record Book 1251, page 275.

THE SECOND THEREOF: BEGINNING at a point on the East side of Front Street one hundred seven (107) feet North from an iron pin at the northeast corner of the intersection of Front and Locust Streets; thence in an easterly direction and parallel to Locust Street one hundred thirty-two and seven tenths (132.7) feet to a point; thence in a northerly direction and parallel to Front Street ten (10) feet to a point on other land of William W. Wrigley; thence by land of William W. Wrigley and parallel to Locust Street one hundred thirty-two and seven tenths (132.7) feet to Front Street; thence by the East side of Front Street South ten (10) feet to point and place of beginning.

BEING a ten (10) foot strip on the northerly side of the premises conveyed by William W. Wrigley to John W. Lytle. Said strip fronting ten (10) feet on Front Street, and extending an equal distance of ten (10) feet the entire length of the property one hundred thirty-two and seven tenths (132.7) feet.

AND BEING the same premises conveyed to Ramon Alojipan and Liwayway Alojipan by deed dated January 5, 1990, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County to Deed and Record Book 1321, page 140.

Liwayway Alojipan having granted a special power of attorney to her husband, Ramon Alojipan, Grantor herein, which is dated May 21, 1993, recorded in the Office of the Recorder of Deeds for Clearfield County to Deed and Record Book 1538, page 61.

with the appurtenances: ***TO HAVE AND TO HOLD*** the same unto and for the use of the said parties of the second part, his heirs, executors and assigns forever.

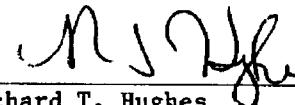
And the said party of the first part, for himself, his heirs, executors and assigns covenants with the said parties of the second part, their heirs, executors and assigns against all lawful claimants **SPECIALLY WARRANTS** the same and every part thereof to Warrant and Defend.

NOTICE--THIS DOCUMENT MAY NOT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED

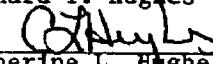
OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

NOTICE

Grantee (hereinafter, whether one or more, called "Grantee") hereby states that he knows that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. (THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1996.)



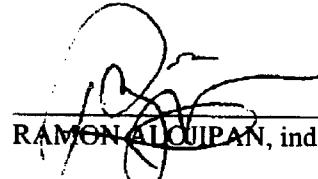
Richard T. Hughes



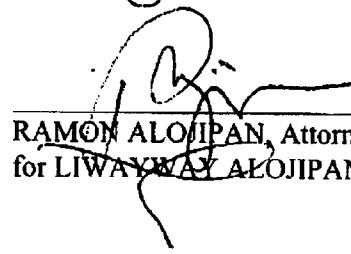
Catherine L. Hughes

WITNESS the hand and seal of the said party of the first part.

WITNESS:



(SEAL)
RAMON ALOIPAN, individually

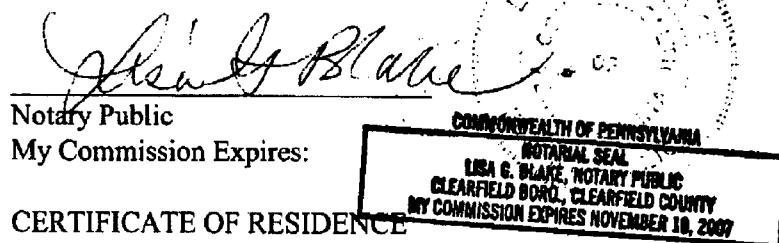


(SEAL)
RAMON ALOIPAN, Attorney-in-fact
for LIWAYWAY ALOIPAN

COMMONWEALTH OF PENNSYLVANIA : SS.
COUNTY OF CLEARFIELD :

On this, the 8th day of October, 2004, before me, the undersigned officer, personally appeared **RAMON ALOJIPAN**, individually and as Attorney-in-fact for Liwayway Alojipan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



I, John R. Ryan, do hereby certify that the precise residence of the Grantees herein is:

107 N. Front Street, Clearfield, PA 16830

Witness my hand this 8th day of October, 2004.

John R. Ryan
Attorney for Grantees

EXHIBIT B

Attached hereto is a copy of the deed to the said property.

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No: 37898

***RETURN DOCUMENT TO:**

**BELIN & KUBISTA
P.O. BOX 1
CLEARFIELD, PA 16830**

**Instrument Number - 200418854
Recorded On 11/19/2004 At 3:04:01 PM**

*** Instrument Type - DEED**

*** Total Pages - 4**

Invoice Number - 120985

*** Grantor - ALOJIPAN, LIWAYWAY**

*** Grantee - HUGHES, RICHARD T**

*** Customer - BELIN & KUBISTA**

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

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



Karen L. Starck

**Karen L. Starck
Recorder of Deeds**

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

*** - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.**

QUIT CLAIM DEED

MADE the 14th day of OCTOBER, 2004, **LIWAYWAY ALOJIPAN**, a married individual of Clearfield, Clearfield County, Pennsylvania, 16830, party of the first part, hereinafter referred to as the **GRANTOR**,

A N D

RICHARD T. HUGHES and CATHERINE L. HUGHES, husband and wife, of 732 S. Second Street, Clearfield, Clearfield County, Pennsylvania, 16830, as tenants by the entireties, parties of the second part, hereinafter referred to as the **GRANTEEES**:

WITNESSETH, that the said party of the first part, in consideration of the sum of ONE DOLLAR (\$1.00) to her now paid by the said parties of the second part, does release and quit claim unto the said parties of the second part, their heirs, executors and assigns,

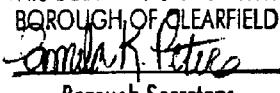
ALL that certain piece or parcel of land, together with all improvements thereon, situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the East side of Front Street one hundred seven (107) feet North from an iron pin at the northeast corner of the intersection of Front and Locust Streets; thence in an easterly direction and parallel to Locust Street one hundred thirty-two and seven tenths (132.7) feet to a point; thence in a northerly direction and parallel to Front Street ten (10) feet to a point on other land of William W. Wrigley; thence by land of William W. Wrigley and parallel to Locust Street one hundred thirty-two and seven tenths (132.7) feet to Front Street; thence by the East side of Front Street South ten (10) feet to point and place of beginning.

BEING a ten (10) foot strip on the northerly side of the premises conveyed by William W. Wrigley to John W. Lytle. Said strip fronting ten (10) feet on Front Street, and extending an equal distance of ten (10) feet the entire length of the property one hundred thirty-two and seven tenths (132.7) feet.

THIS DEED REGISTERED WITH

BOROUGH OF CLEARFIELD


John W. Lytle

Borough Secretary

AND BEING the same premises conveyed to Ramon Alojipan and Liwayway Alojipan by deed dated January 5, 1990, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County to Deed and Record Book 1321, page 140.

AND BEING the same premises conveyed to the Grantees herein by deed dated October 8, 2004, which deed is recorded in the Office of the Recorder of Deeds for Clearfield County to Instrument No. 2004 16509.

IT IS THE PURPOSE OF THIS DEED TO EXTINGUISH ANY AND ALL INTEREST WHICH THE GRANTOR MAY HAVE IN AND TO THE SUBJECT PREMISES.

WITNESS the hand and seal of the said party of the first part.

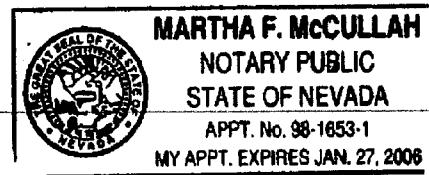
WITNESS:

Ramon Alojipan

Liwayway Alojipan (SEAL)
LIWAYWAY ALOJIPAN

Subscribed and sworn to before me
this 10 day of October 2004

Martha F. McCullah
Notary Public, Clark County, Nevada



STATE OF Nevada
COUNTY OF Clark

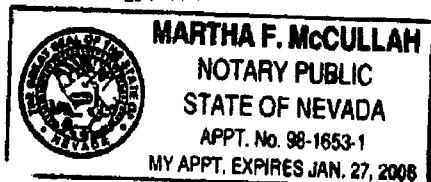
ss.

COUNTY OF Clark

On the Way of ~~God~~

On this, the 14 day of Oct, 2004, before me, the undersigned officer, personally appeared **LIWAYWAY ALOJIPAN**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Notary Public
My Commission Expires:

CERTIFICATE OF RESIDENCE

I, John R. Ryan, do hereby certify that the precise residence of the Grantees
herein is:

732 S. Second Street, Clearfield, PA 16830

Witness my hand this 25th day of October, 2004.

John R. Ryan
Attorney for Grantees

EXHIBIT C

Attached hereto is a copy of the contract signed by the parties on October 18, 2004.

HELSEL CONTRACTING

216 Power Avenue
Clearfield, PA 16830
Phone: 814-765-7730
Fax: 814-765-7739

Richard Helsel

October 18, 2004

Hughes Engineering
502 Krebs Avenue
Clearfield, PA 16830

Re: 107 Front Street

Gentlemen;

We are pleased to provide you with a price to remodel your new office located at 107 Front Street.

We propose the following:

- Strip and shingle the roof, with rubber roofing in the flat spot
- Removing the skylights
- Removing the outside stairs and replace with siding
- Paint Eves
- New gutter and downspouts
- 4 new garage doors
- Stripping and power washing the exterior brick
- Strip and finish wood floors
- Paint ceiling, walls and woodwork
- Exterior stairs
- New wool insulation in attic

Room 101
Build new wall as per the drawing

Room 102
New door

Room 103
Shelving

Room 105
Steel beam
New door
Ceiling
Build new wall as per the drawing

HELSEL CONTRACTING

216 Power Avenue
Clearfield, PA 16830
Phone: 814-765-7730
Fax: 814-765-7739

Richard Helsel

Room 106

Kitchen
Drop ceiling
Laminate floor

Room 107 & 111

New wall as per the drawing
Demolition and patching wall
Shelves
Laminate floor

Room 108

Demolition of wall
Repair floor at shower
Laminate Floor

Room 109

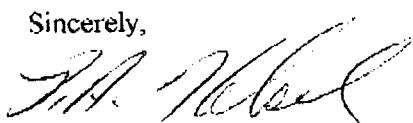
Repair foyer

The estimated cost for the above is \$72,1200.00. The prices does not include any electrical or plumbing.

Thank you for the opportunity to provide you with this price. If you have any questions, please do not hesitate to call.

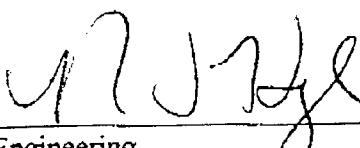
*TOTAL COMPLETION 12/14
DECEMBER 15th 2004*

Sincerely,



Richard A. Helsel

Accepted by:



Hughes Engineering _____ Date

EXHIBIT D

Attached hereto are copies of the invoices presented to defendants.

Helsel Contracting

216 Power Avenue
Clearfield, PA 16830

Invoice

Date	Invoice #
11/1/2004	1175

Bill To

Hughes Engineering
606 Krebs Ave.
Clearfield, PA 16830

Description	Amount
Billing for one half work on 107 North Front Street Office, without change orders	36,060.00
Total	\$36,060.00

CHANGE ORDER

Helsel Contracting
General Contractors
216 Power Avenue
Clearfield, PA 16830
Phone: (814) 765-7730 Fax: (814) 765-7739

Number: One _____

To:
Hughes Engineering
Clearfield, PA _____

Date:	11-1-04
Job Name/Location	Hughes Office
Front St., Clearfield	Original Contract Date

Phone: 765-8691 _____

We hereby agree to make the change(s) specified below:

Electric & Plumbing per drawing

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price.	\$9,000.00
Date: Nov. 1, 2004	
Authorized Signature	Revised Contract Total \$81,120.00

Accepted---The above prices and specifications of this
Change Order are satisfactory and are hereby accepted. All
work to be performed under same terms and conditions as
specified in original contract unless otherwise stipulated.

Date of acceptance	_____
Signature	(Owner)

Helsel Contracting

216 Power Avenue
Clearfield, PA 16830

Invoice

Date	Invoice #
1/12/2005	1188

Bill To

Hughes Engineering
606 Krebs Ave.
Clearfield, PA 16830

Description	Amount
Balance of contract	36,060.00
Windows	6,300.00
Electric and plumbing	9,000.00
Third and fourth coats of stripper	4,000.00
Extra dumpsters	1,200.00
Additional bathroom with stop sink, plumbing, drywall, door, drop ceiling, fan/light heat combination	1,100.00
Removed old bathroom (including walls) and patched rotten floor in room 111 Stripped silicone from flooring seams and patched rotten flooring after linoleum was removed on front porch Replaced trim on base of front porch columns Removed crown molding at eves, trimmed roof sheeting and rafter tails and installed 2 x 6's covered with aluminum fascia Due to condition of soffit, it was coved with vinyl instead of painted Put freeze board covered with aluminum was added around house portion New fascia board around the garage trimmed with aluminum Removed windows and door in Chris's office and closed in same Repaired ceiling in Chris' office Pealed all the wallpaper off the walls and repaired the walls New door in cellar way A lot of little things	12,380.00
Total	\$70,040.00

Helsel Contracting

216 Power Avenue
Clearfield, PA 16830

Invoice

Date	Invoice #
2/1/2005	1199

Bill To
Hughes Engineering 107 North Front St. Clearfield, PA 16830

Description	Amount
Balance owing on Invoice #1188	35,895.66
Replaced 2 additional windows in Library	425.00
On the second floor: Install used kitchen with the necessary plumbing and electric, new floor tile in the kitchen and entrance and fire door at the top of the steps as per agreement with Chris	2,830.00
Final billing on first floor office	2,500.00
Balance due upon receipt	
	Total \$41,650.66

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100235
NO: 05-215-CD
SERVICE # 1 OF 2
MECHANIC'S LIEN CLAIM

PLAINTIFF: RICHARD A. HELSEL t/d/b/a HELSEL CONTRACTING
vs.

DEFENDANT: RICHARD T. HUGHES and CATHERINE L. HUGHES

SHERIFF RETURN

NOW, February 23, 2005 AT 3:30 PM SERVED THE WITHIN MECHANIC'S LIEN CLAIM ON RICHARD T. HUGHES DEFENDANT AT 732 SOUTH SECOND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CATHY HUGHES, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL MECHANIC'S LIEN CLAIM AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
01/13/05
FEB 28 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100235
NO: 05-215-CD
SERVICES 2
MECHANIC'S LIEN CLAIM

PLAINTIFF: RICHARD A. HELSEL t/d/b/a HELSEL CONTRACTING
vs.
DEFENDANT: RICHARD T. HUGHES and CATHERINE L. HUGHES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KOERBER	2254	20.00
SHERIFF HAWKINS	KOERBER	2254	26.37

Sworn to Before Me This

____ Day of _____ 2005

So Answers,

Chester A. Hawkins
by Maryann
Chester A. Hawkins
Sheriff

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

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-215-CD

v.

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Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

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Type of Pleading:
PRAECIPE FOR DISCONTINUANCE

Filed on Behalf of:

Plaintiff:

RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING

Counsel of Record for
This Party:

Dwight L. Koerber, Jr., Esquire
PA I.D. 16332

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

©
FILED 3CC & Certificates
of 3:17 PM to Atty
AUG 18 2005

William A. Shaw *Copy to*
Prothonotary/Clerk of Courts *CJA*

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

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-215-CD

v.

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Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

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PRAECIPE FOR DISCONTINUANCE

Please mark the docket in this proceeding as settled, discontinued and ended.

Respectfully submitted,


Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff: Richard A. Helsel,
t/d/b/a Helsel Contracting

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

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-215-CD

v.

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Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

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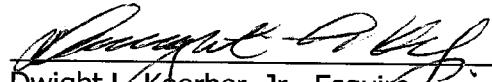
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CERTIFICATE OF SERVICE

I certify that on the 18th day of August, 2005, the undersigned served a true and correct copy of the Praeclipe for Discontinuance in the above-captioned matter upon counsel for the Defendants. Such document was served by United States First Class Mail upon the following:

John R. Ryan, Esquire
BELIN & KUBISTA
15 North Front Street
P. O. Box 1
Clearfield, PA 16830



Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff: Richard A. Helsel,
t/d/b/a Helsel Contracting

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

Richard A. Helsel
Helsel Contracting

Vs.

No. 2005-00215-CD

Richard T. Hughes
Catherine L. Hughes

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 August 18, 2005, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Dwight L. Koerber, Jr., Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of August A.D. 2005.

William A. Shaw, Prothonotary

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

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-215-CD

v.

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Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

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Type of Pleading:
SATISFACTION OF MECHANICS' LIEN

Filed on Behalf of:

Plaintiff:

RICHARD A. HELSEL, t/d/b/a
HELSEL CONTRACTING

Counsel of Record for
This Party:

Dwight L. Koerber, Jr., Esquire
PA I.D. 16332

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 3CC
01/31/05 AMY
AUG 18 2005 AMY
200

William A. Shaw
Prothonotary/Clerk of Courts
[Signature]

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

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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Docket No. 05-215-CD

v.

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Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

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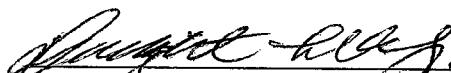
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SATISFACTION OF MECHANICS' LIEN

Please mark the Mechanics' Lien in this proceeding as satisfied.

Respectfully submitted,



Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff: Richard A. Helsel,
t/d/b/a Helsel Contracting

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

Richard A. Helsel, t/d/b/a
Helsel Contracting
Plaintiff

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v.

Docket No. 05-215-CD

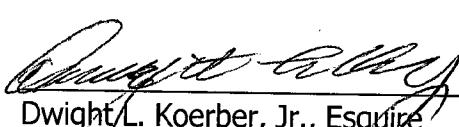
Richard T. Hughes, Catherine L.
Hughes, and Richard T.
Hughes, t/d/b/a Hughes Engineering
Defendants

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*
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*
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CERTIFICATE OF SERVICE

I certify that on the 18th day of August, 2005, the undersigned served a true and correct copy of the Satisfaction of Mechanics' Lien in the above-captioned matter upon counsel for the Defendants. Such document was served by United States First Class Mail upon the following:

John R. Ryan, Esquire
BELIN & KUBISTA
15 North Front Street
P. O. Box 1
Clearfield, PA 16830



Dwight L. Koerber, Jr., Esquire

Attorney for Plaintiff: Richard A. Helsel,
t/d/b/a Helsel Contracting