

05-287-CD

Dennis Storm vs. P. McGill et al

PATRICK J. MCGILL AL

Dennis Storm et al v. Patrick McGill et al
2005-287-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DENNIS A. STORM and ROSE D.
STORM, a/k/a ROSE DRISKEL-STORM,
a/k/a ROSE A. STORM, and EDWIN D.
STORM and THERESA A. STORM,

Plaintiffs,

vs

PATRICK J. MCGILL and MONICA J.
MCGILL,

Defendants.

CIVIL ACTION - LAW

ACTION FOR EJECTMENT

NO. 05-287-CD

FOR FILING: (1)COMPLAINT

**THE LAW OFFICE OF
RAYMOND J. WENDEKIER
ATTORNEYS FOR THE PLAINTIFFS
BY: MARK R. WENDEKIER
ID #55284
306 MAGEE AVENUE
PATTON, PA 16668
(814)674-5991
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FILED

3cc

01/07/05 Atty

MAR 03 2005

BSA

*William A. Shaw
Prothonotary/Clerk of Courts*

*Atty pd
85.00*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DENNIS A. STORM and ROSE D.
STORM, a/k/a ROSE DRISKEL-STORM,
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NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the Court your defenses of 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 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 OR KNOW A LAWYER, OR YOU CANNOT AFFORD A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DAVID S. MEHOILCK
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830
Telephone: (814) 765-2641

AMERICANS WITH DISABILTIES ACT OF 1990

The Court of Common Pleas of Clearfield County, Pennsylvania is required by law to comply with the Americans with Disabilities of Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the court.

THE LAW OFFICE OF RAYMOND J. WENDEKIER

By: 

Mark R. Wendekier, Esquire
306 Magee Avenue
Patton, Pennsylvania 16668
Supreme Court ID# 55284
(814) 674-5991

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DENNIS A. STORM and ROSE D.
STORM, a/k/a ROSE DRISKEL-STORM,
a/k/a ROSE A. STORM, and EDWIN D.
STORM and THERESA A. STORM,

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ACTION FOR EJECTMENT

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COMPLAINT

AND NOW, comes Plaintiffs, DENNIS A. STORM and ROSE D. STORM, a/k/a ROSE DRISKEL-STORM, a/k/a ROSE A. STORM, and EDWIN D. STORM and THERESA A. STORM, (hereinafter collectively referred to as "Plaintiffs") by and through their attorneys, THE LAW OFFICE OF RAYMOND J. WENDEKIER, and files this COMPLAINT and in support of which avers as follows:

1. DENNIS A. STORM and ROSE D. STORM, a/k/a ROSE DRISKEL-STORM, a/k/a ROSE A. STORM are adult individuals with an address of 374 Hanlon Road, Gallitzin, Pennsylvania 16641.
2. EDWIN D. STORM and THERESA A. STORM are adult individuals with an address of 270 Bem Road, Gallitzin, Pennsylvania 16641.
3. PATRICK J. MCGILL and MONICA J. MCGILL (hereinafter referred to as "Defendants"), are adult individuals who have an address of Lots 7 and 8 of the Mease Road Sudivision, Decatur Township, Mease Road, Osceola Mills, Pennsylvania 16666.
4. Plaintiffs are owners of a several pieces of property located in Decatur Township, Clearfield County, Pennsylvania known as Lots 7 and 8 of the Mease Road Subdivision, which is more fully described as follows:

NUMBER 1:

Beginning at an iron pin on the Southerly line of a 50 foot wide access road and easement at the Northwestern corner of Parcel 6; then South $08^0 25' 22''$ West along the Westerly line of Parcel 6 for a distance of 832.82 feet to an iron pin at the terminus of the aforementioned access road and easement and on the Northerly line of Parcel 8; then along the Northerly line of the aforementioned access road and easement, which become the Easterly line of the aforementioned access road

and easement and then becomes the Southerly line of the aforementioned access road and easement the following courses and distances:

- 1) North $46^0 12' 19''$ West for a distance of 366.26 feet to an iron pin;
- 2) North $25^0 36' 25''$ West for a distance of 204.91 feet to an iron pin;
- 3) North $09^0 13' 27''$ East for a distance of 318.30 feet to an iron pin;
- 4) North $38^0 22' 25''$ East for a distance of 126.79 feet to an iron pin;
- 5) North $78^0 48' 36''$ East for a distance of 110.19 feet to an iron pin;
- 6) South $85^0 49' 00''$ East for a distance of 119.70 feet to an iron pin;
- 7) South $70^0 56' 33''$ East for a distance of 124.55 feet to an iron pin ;

and the point of beginning.

This piece or parcel of land contains 6.324 acres, more or less, and is known and numbered as Parcel 7 on the Mease Road Subdivision of Dennis A. Storm, et ux., et al., as done by George Cree, Registered Surveyor, a reduced copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

NUMBER 2:

Beginning at an iron pin at the Southwesterly corner of Parcel 1; then North $79^0 45' 38''$ West along the line of land now or formerly of Dawn R. Brock for a distance of 1002.47 feet to an existing stone pile; then North $09^0 13' 27''$ East for a distance of 896.05 feet to an iron pin on the Southerly line of an access road and easement; then along the Southerly line of the aforementioned access road and easement the following courses and distances:

- 1) South $25^0 36' 25''$ East for a distance of 229.69 feet to an iron pin;
- 2) South $46^0 12' 15''$ East for a distance of 224.18 feet to an iron pin;
- 3) South $64^0 30' 25''$ East for a distance of 159.22 feet to an iron pin

at the terminus of the aforementioned access road and easement; then South $64^0 30' 25''$ East along the Southerly line of Parcel 6 for a distance of 472.33 feet to an iron pin on the Westerly line of Parcel 2; South $01^0 32' 48''$ East along the Westerly line of Parcel 2 for a distance of 96.98 feet to an iron pin at the Northwesterly corner of Parcel 1; then South $01^0 34' 03''$ East along the Westerly line of Parcel 1 for a distance of 331.74 feet to an iron pin and the place of beginning.

This piece or parcel of land contains 12.548 acres, more or less, and is known and numbered as Parcel 8 on the Mease Road Subdivision of Dennis A. Storm, et ux., et al., as done by George Cree, Registered Surveyor, a reduced copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

5. The pieces or parcels of property described in paragraph 4 above have a 1983 Commodore Mobile Home, together with a sand mound and electrical and water connections.

6. The pieces or parcels of property described in paragraph 4 above and the a 1983 Commodore Mobile Home, together with a sand mound, shall be hereinafter collectively referred to as the "Property".

7. The pieces or parcels of property described in paragraph 4 are owned by the Plaintiffs by virtue of the deed recorded in Clearfield County, Pennsylvania as Instrument #199907350.

8. The 1983 Commodore Mobile Home is owned by Plaintiffs by virtue of their acquisition of it in the summer of 2003.

9. In or about the summer of 2003 Plaintiffs situated the 1983 Commodore Mobile Home on the pieces or parcels of property described in paragraph 4 above.

10. On or about July 8, 2003, Plaintiffs entered into an Agreement of Sale with Defendant Patrick L. McGill to purchase the Property (hereinafter referred to as the "Agreement of Sale"), through the mechanism of an Article of Agreement which was to be an installment land contract. A true and correct copy of the Agreement of Sale is attached hereto and incorporated herein by reference as Exhibit "B".

11. The date set for the execution of the Article of Agreement was on or about September 8, 2003.

12. Prior to September 8, 2003, Defendants moved into the Property.

13. Pursuant to the terms of the Agreement of Sale and as a condition precedent to the Article of Agreement, Defendant Patrick L. McGill, was to pay Plaintiffs the sum of \$6,000.00 prior to or at the execution of the Article of Agreement.

14. Prior to the execution of the Article of Agreement, Defendant Patrick L. McGill deposited the sum of \$4,000.00 with Holtz and Associates, as Plaintiffs' agent, toward the \$6,000.00 amount.

15. Pursuant to the term of the Agreement of Sale, the \$4,000.00 as referred to in Paragraph 14 above was to be forfeited upon default of the terms of the Agreement of Sale.

16. On September 8, 2003, Defendants tendered a check to the Plaintiffs' attorney for the additional \$2,000.00, of the condition precedent of the commencement of the Article of Agreement, such check also included costs to prepare the Article of Agreement and the anticipated costs to record the Article of Agreement (hereinafter referred to as the "Check"). A true and correct copy of the front of the Check is attached hereto and incorporated herein as Exhibit "C".

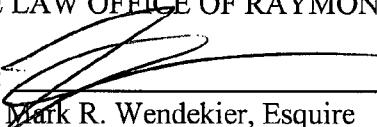
17. The Check was returned for non-sufficient funds.

18. Since on or about September 8, 2003, Defendants have occupied the Property with out any right to occupy the same.

19. The Plaintiffs own all right, title and interest in an to the Property and have no valid agreement or lease, written or verbal, for Defendants to occupy the Property.

WHEREFORE, Plaintiffs pray your Honorable Court to enter an Order and Decree to eject the Defendants from possession and occupancy of the Property, including an order to the Sheriff of Clearfield County, Pennsylvania to forcibly remove the Defendants from the Property if they do no peaceably and voluntarily leave the Property within 10 days of the Decree in Ejectment.

THE LAW OFFICE OF RAYMOND J. WENDEKIER

BY: 

Mark R. Wendekier, Esquire
Attorney for Plaintiffs
306 Magee Avenue
Patton, Pennsylvania
Supreme Court ID# 55284
(814) 674-5991

EXHIBIT "A"

EXHIBIT “B”

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-2K

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

PHONE 814-946-4211

FAX 814-946-4850

BROKER (Company) *Jeffrey L. Strom, Realtor*
ADDRESS *633 Logan Blvd, Lakewood, PA, 16602*
BROKER IS THE AGENT FOR SELLER. Designated Agent(s) for Seller, if applicable:

OR

Broker is NOT the Agent for Seller and is a/an: AGENT FOR BUYER TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

PHONE

FAX

BROKER (Company) *None*

ADDRESS

BROKER IS THE AGENT FOR BUYER. Designated Agent(s) for Buyer, if applicable:

OR

Broker is NOT the Agent for Buyer and is a/an: AGENT FOR SELLER SUBAGENT FOR SELLER TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

1. This Agreement, dated 7-8-032. SELLER(S): Jeffrey L. Strom, Realtor

, is between

3. BUYER(S): Patrick L. McGinn

, called "Seller," and

4. PROPERTY (1-00) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

5. ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
Lots # 7 & 8, Reeds Road Subdivision - 1983 (containing lot on site with
3 and a half acres, 1/2 acre, 1/4 acre, 1/8 acre, 1/16 acre, 1/32 acre, 1/64 acre, 1/128 acre, 1/256 acre, 1/512 acre, 1/1024 acre, 1/2048 acre, 1/4096 acre, 1/8192 acre, 1/16384 acre, 1/32768 acre, 1/65536 acre, 1/131072 acre, 1/262144 acre, 1/524288 acre, 1/1048576 acre, 1/2097152 acre, 1/4194304 acre, 1/8388608 acre, 1/16777216 acre, 1/33554432 acre, 1/67108864 acre, 1/134217728 acre, 1/268435456 acre, 1/536870912 acre, 1/107374184 acre, 1/214748368 acre, 1/429496736 acre, 1/858993472 acre, 1/1717986944 acre, 1/3435973888 acre, 1/6871947776 acre, 1/1374389552 acre, 1/2748779104 acre, 1/5497558208 acre, 1/10995116416 acre, 1/21990232832 acre, 1/43980465664 acre, 1/87960931328 acre, 1/175921862656 acre, 1/351843725312 acre, 1/703687450624 acre, 1/140737490128 acre, 1/281474980256 acre, 1/562949960512 acre, 1/1125899921024 acre, 1/2251799842048 acre, 1/4503599684096 acre, 1/9007199368192 acre, 1/18014398736384 acre, 1/36028797472768 acre, 1/72057594945536 acre, 1/144115189891072 acre, 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1/29587652369959464723715361399333510685783568 acre, 1/59175304739918929447430722798667021371567136 acre, 1/118350609479837858894861445977334042743134272 acre, 1/23670121895967571778972289195466808548626854 acre, 1/47340243791935143557944578390933617097253708 acre, 1/94680487583870287115889156781867234194507416 acre, 1/18936097516774057423178231356373466838901483 acre, 1/37872195033548114846356462712746933677802966 acre, 1/75744390067096229692712925425493867355605932 acre, 1/15148878013419245938545850885098773471121864 acre, 1/30297756026838491877091701770197546842243728 acre, 1/60595512053676983754183403540395093684487456 acre, 1/12119102410735396750836680708079018728975912 acre, 1/24238204821470793501673361416158037457551824 acre, 1/48476409642941587003346722832316074915103648 acre, 1/96952819285883174006693445664632148302073296 acre, 1/19390563857176634801338689132926429660414656 acre, 1/38781127714353269602677378265852859320829112 acre, 1/77562255428706539205354756531705718641658224 acre, 1/15512451085541307841073511306341143728336448 acre, 1/30984902171082615682147022612682287465672896 acre, 1/61969804342165231364294045225354574133345792 acre, 1/12393960868433046272

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134 Other provisions of this Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here. 134
135 WAIVED. Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection Notices and 135
136 Environmental Notices). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement. 136
137 ELECTED 137
138 (A) Within _____ DAYS (15 days if not specified) of the execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspec- 138
139 tions and/or certifications completed by licensed or otherwise qualified professionals (see Property Inspection Notices and Environmental 139
140 Notices). This contingency does not apply to the following existing conditions and/or items: 140
141
142 (B) Should Buyer elect to have a home inspection of the Property, as defined in the Pennsylvania Home Inspection Law, (see Information Regarding 142
143 the Home Inspection Law) such home inspection shall be performed by a full member in good standing of a national home inspection associa- 143
144 tion, or by a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code 144
145 of conduct or practice of that association. 145

146 Buyer Initials: P.L.M.

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Seller Initials: B.E./J.H.

147 (C) If Buyer is not satisfied with the condition of the Property as stated in any written report, Buyer will: 147
148 **Option 1. Within the time given for completing inspections:** 148
149 1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR 149
150 2. Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on account of purchase price will be returned 150
151 promptly to Buyer and this Agreement will be VOID, OR 151
152 3. Enter into a mutually acceptable written agreement with Seller providing for any repairs or improvements to the Property and/or any credit 152
153 to Buyer at settlement, as may be acceptable to the mortgage lender, if any. 153
154 Should efforts to reach a mutually acceptable agreement fail, Buyer must choose to accept the Property or terminate this Agreement within 154
155 the time given for completing inspections and according to the provisions in paragraph 8(C) (Option 1) 1 and 2. 155
156 **Option 2. Within the time given for completing inspections:** 156
157 1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, 157
158 UNLESS the total cost to correct the conditions contained in the report(s) is more than \$ _____ 158
159 2. If the total cost to correct the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(C) (Option 2) 1, 159
160 Buyer will deliver the report(s) to Seller within the time given for inspection. 160
161 a. Seller will, within 7 DAYS of receiving the report(s), inform Buyer in writing of Seller's choice to: 161
162 (1) Make repairs before settlement so that the remaining cost to repair conditions contained in the report(s) is less than or equal to 162
163 the amount specified in paragraph 8 (C) (Option 2) 1. 163
164 (2) Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions contained in the report(s) 164
165 and the amount specified in paragraph 8 (C) (Option 2) 1. This option must be acceptable to the mortgage lender, if any. 165
166 (3) Not make repairs and not credit Buyer at settlement for any costs to repair conditions contained in the report(s). 166
167 b. If Seller chooses to make repairs or credit Buyer at settlement as specified in paragraph 8 (C) (Option 2) 2, Buyer will accept the 167
168 Property and agree to the RELEASE set forth in paragraph 25 of this Agreement. 168
169 c. If Seller chooses not to make repairs and not to credit Buyer at settlement, or if Seller fails to choose any option within the time 169
170 given, Buyer will, within 5 DAYS: 170
171 (1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this 171
172 Agreement, OR 172
173 (2) Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on account of purchase price will 173
174 be returned promptly to Buyer and this Agreement will be VOID. 174

175 **9. WOOD INFESTATION INSPECTION CONTINGENCY (1-02)**

176 **WAIVED.** Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control 176
177 Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement. 177
178 **ELECTED** 178
179 (A) Within _____ DAYS (15 days if not specified) of the execution of this Agreement, Buyer, at Buyer's expense, will obtain a written "Wood- 179
180 Destroying Insect Infestation Inspection Report" from a certified Pest Control Operator and will deliver it and all supporting documents and 180
181 drawings provided by the Pest Control Operator to Seller. The report is to be made satisfactory to and in compliance with applicable laws, mort- 181
182 gage lenders, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection will include all readily visible and 182
183 accessible areas of all structures on the Property except the following structures, which will not be inspected: 183
184
185 (B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for active infesta- 185
186 tion(s), in accordance with applicable laws. 186
187 (C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option to obtain a written 187
188 report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to the Property caused 188
189 by wood-destroying organisms and a proposal to repair the damage. Buyer will deliver the structural damage report and corrective proposal to 189
190 Seller within 7 DAYS of delivering the original inspection report. 190
191 (D) Within 5 DAYS of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether Seller will repair, at 191
192 Seller's expense and before settlement, any structural damage from active or previous infestation(s). 192
193 (E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the RELEASE 193
194 set forth in paragraph 25 of this Agreement. 194
195 (F) If Seller chooses not to repair structural damage revealed by the report or fails to respond within the time given, Buyer, within 5 DAYS, 195
196 will notify Seller in writing of Buyer's choice to:
197 1. Accept the Property with the defects revealed by the inspection, without abatement of price, and agree to the RELEASE set forth in para- 197
198 graph 25 of this Agreement, OR 198
199 2. Make the repairs before settlement, if required by the mortgage lender, if any, at Buyer's expense and with Seller's permission, which will 199
200 not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this 200
201 Agreement. If Seller denies Buyer permission to make the repairs, Buyer may, within 5 DAYS of Seller's denial, terminate this 201
202 Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this 202
203 Agreement will be VOID, OR 203
204 3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and 204
205 this Agreement will be VOID. 205

206 **10. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES**

207 **BUILT BEFORE 1978 (1-02)**

208 **NOT APPLICABLE** 208
209 **APPLICABLE** 209
210 (A) Seller represents that Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the 210
211 Property, unless checked below. 211
212 Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for 212
213 determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information 213
214 concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.) 214
215
216 (B) **Records/Reports:** Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the Property, 215
217 unless checked below. 216
218 Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or about 218
219 the Property. (List documents) 219
220
221 (C) **Buyer's Acknowledgement:** Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning 221
222 Statement contained in this Agreement (see Environmental Notices). Buyer has reviewed Seller's disclosure of known lead-based paint and/or 222

221 (C) **Buyer's Acknowledgement:** Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning 221
222 Statement contained in this Agreement (see Environmental Notices). Buyer has reviewed Seller's disclosure of known lead-based paint and/or 222
223 lead-based paint hazards, as identified in paragraph 10(A) and has received the records and reports pertaining to lead-based paint and/or lead- 223
224 based paint hazards identified in paragraph 10(B). 224
225 **Buyer's Initials** _____ Date _____ 225

226 (D) **RISK ASSESSMENT/INSPECTION:** Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer 226
227 has 10 DAYS to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. 227
228 **WAIVED.** Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence of 228
229 lead-based paint and/or lead-based paint hazards. **BUYER WAVES THIS RIGHT** and agrees to the **RELEASE** set forth in paragraph 25 of 229
230 this Agreement. 230
231 **ELECTED** 231
232 1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based 232
233 paint hazards. The risk assessment and/or inspection will be completed within 10 DAYS of the execution of this Agreement. 233

234 **Buyer Initials:** PJM _____

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Seller Initials: LL _____ 234

235 2 Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or
 236 lead-based paint hazards, Buyer may deliver to Seller a written list of the specific hazardous conditions cited in the report and those
 237 corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.
 238 3. Seller may, within 7 DAYS of receiving the list and report(s), submit a written corrective proposal to Buyer. The corrective proposal
 239 will include, but not be limited to, the name of the remediation company and a projected completion date for corrective measures. Seller
 240 will provide certification from a risk assessor or inspector that corrective measures have been satisfactorily completed on or before the
 241 projected completion date.
 242 4. Upon receiving the corrective proposal, Buyer, within 5 DAYS, will:
 243 a. Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 244 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly
 245 to Buyer and this Agreement will be VOID.
 246 5. Should Seller fail to submit a written corrective proposal within the time set forth in paragraph 10(D)3 of this Agreement, Buyer,
 247 within 5 DAYS, will:
 248 a. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 249 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly
 250 to Buyer and this Agreement will be VOID.
 251 6. Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph will constitute a WAIVER of
 252 this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
 253 (B) Certification: By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.

254 11. STATUS OF RADON (1-02)

255 (A) Seller represents that Seller has no knowledge concerning the presence or absence of radon unless checked below.

256 1. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with
 257 the results of all tests indicated below:

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)
------	--------------	--

258 COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS.

259 2. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below:

DATE	RADON REDUCTION METHOD
------	------------------------

260 (B) RADON INSPECTION CONTINGENCY

261 WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (see Environmental Notices: Radon). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

262 ELECTED. Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property, and will deliver a copy of the test report to Seller within 15 DAYS (15 days if not specified) of the execution of this Agreement. (See Environmental Notices: Radon)

263 1. If the test report reveals the presence of radon below 0.02 working levels (4 picocuries/liter), Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
 264 2. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picocuries/liter), Buyer will, within 7 DAYS of receipt of the test results:

265 Option 1

266 a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 267 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 268 c. Submit a written, corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and a projected completion date for corrective measures.

269 (1) Within 5 DAYS of receiving the corrective proposal, Seller will:

270 (a) Agree to the terms of the corrective proposal in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 271 (b) Not agree to the terms of the corrective proposal.

272 (2) Should Seller not agree to the terms of the corrective proposal or if Seller fails to respond within the time given, Buyer will, within 5 DAYS, elect to:

273 (a) Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 274 (b) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

275 Option 2

276 a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 277 b. Submit a written, corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and a projected completion date for corrective measures. Seller will pay a maximum of \$ toward the total cost of remediation and retests, which will be completed by settlement.

278 (1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 11(B) (Option 2) b, Seller will, within 5 DAYS of receipt of the cost of remediation, notify Buyer in writing of Seller's choice to:

279 (a) Pay for the total cost of remediation and retests, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 280 (b) Contribute toward the total cost of remediation and retests only the amount specified in paragraph 11(B) (Option 2) b.

281 (2) If Seller chooses not to pay for the total cost of remediation and retests, or if Seller fails to choose either option within the time given, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to:

282 (a) Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 283 (b) Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

284 12. STATUS OF WATER (1-02)

285 (A) Seller represents that the Property is served by:

286 Public Water

287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310

309 (A) Seller represents that the Property is served by: 309
310 Public Water 310
311 On-site Water 311
312 Community Water 312
313 None 313
314 _____ 314

315 (B) **WATER SERVICE INSPECTION CONTINGENCY** 315
316 **WAIVED**. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. **BUYER WAIVES** 316
317 **THIS OPTION** and agrees to the **RELEASE** set forth in paragraph 25 of this Agreement. 317
318 **ELECTED** 318
319 1. Buyer has the option, within _____ DAYS (15 days if not specified) of the execution of this Agreement and at Buyer's expense, to deliver 319
320 to Seller a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water service. 320
321

322 Buyer Initials: J.Z.M. 322 Seller Initials: B.L.H. 322

323 2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense, if required by the
324 inspection company. Seller also agrees to restore the Property, at Seller's expense, prior to settlement. 325
325 3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to
326 satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller will, within 7 DAYS of receipt of
327 the report, notify Buyer in writing of Seller's choice to:
328 a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees
329 to the RELEASE set forth in paragraph 25 of this Agreement. OR
330 b. Not upgrade the water service.
331 4. If Seller chooses not to upgrade the service to minimum acceptable levels, or fails to respond within the time given, Buyer will, within
332 5 DAYS, either:
333 a. Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade
334 the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at
335 Buyer's expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in para-
336 graph 25 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 DAYS of
337 Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be
338 returned promptly to Buyer and this Agreement will be VOID, OR
339 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly
340 to Buyer and this Agreement will be VOID.
341

342 13. STATUS OF SEWER (1-02)

343 (A) Seller represents that the Property is served by:

343 Public Sewer 343
344 Individual On-lot Sewage Disposal System (See Sewage Notice 1) 344
345 Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable) 345
346 Community Sewage Disposal System 346
347 Ten-acre Permit Exemption (See Sewage Notice 2) 347
348 Holding Tank (See Sewage Notice 3) 348
349 None (See Sewage Notice 1) 349
350 None Available/Permit Limitations in Effect (See Sewage Notice 5) 350
351 *Stand manual to be installed* 351

352 (B) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY

353 WAIVED. Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER
354 WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

355 ELECTED

356 1. Buyer has the option, within 15 DAYS (15 days if not specified) of the execution of this Agreement and at Buyer's expense, to
357 deliver to Seller a written inspection report by a qualified, professional inspector of the individual on-lot sewage disposal system.
358 2. Seller, at Seller's expense, agrees, if and as required by the inspection company, to locate, provide access to and empty the individual on-
359 lot sewage disposal system. Seller also agrees to restore the Property, at Seller's expense, prior to settlement.
360 3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller will, within
361 7 DAYS of receipt of the report, notify Buyer in writing of Seller's choice to:
362 a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to
363 the RELEASE set forth in paragraph 25 of this Agreement, OR
364 b. Not correct the defects.
365 4. If Seller chooses not to correct the defects, or if Seller fails to respond within the time given, Buyer will, within 5 DAYS, either:
366 a. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the
367 defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's
368 sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in para-
369 graph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's
370 denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned
371 promptly to Buyer and this Agreement will be VOID, OR
372 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned
373 promptly to Buyer and this Agreement will be VOID.
374 5. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within 25 DAYS
375 of receipt of the report, submit a corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the
376 remediation company; provisions for payment, including retests; and a projected completion date for corrective measures. Within
377 5 DAYS of receiving Seller's corrective proposal, or if no corrective proposal is received within the time given, Buyer will:
378 a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE
379 set forth in paragraph 25 of this Agreement, OR
380 b. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the
381 defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's
382 sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in para-
383 graph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's
384 denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned
385 promptly to Buyer and this Agreement will be VOID, OR
386 c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly
387 to Buyer and this Agreement will be VOID.

388 14. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (1-02)

389 (A) Seller represents, as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association assessments
390 have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon
391 Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain
392 uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless
393 otherwise specified here: _____

394 (B) Seller knows of no other potential notices (including violations) and assessments except as follows: _____

395 (C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before settlement, Seller will
396 notify Buyer in writing, within 5 DAYS of receiving the notice or assessment, that Seller will: _____

401 (C) In the event any notices (including violations) are issued regarding the property, Seller will notify Buyer in writing, within 5 DAYS of receiving the notice or assessment, that Seller will:

402 1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR

403 2. Not comply with notices and assessments at Seller's expense.

404 3. If Seller chooses not to comply with notices and assessments, or fails within the time given to notify Buyer if Seller will comply, Buyer will notify Seller within 5 DAYS in writing that Buyer will either:

405 a. Comply with notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR

406 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

407 If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

408 (D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

410 Buyer Initials: JLM

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Seller Initials: EDG

411 (E) If required by law, within 15 DAYS of the execution of this Agreement Seller will order for delivery to Buyer, on or before settlement: 411
 412 1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violations of zoning, building, 412
 413 safety or fire ordinances, AND/OR 413
 414 2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of the certificate, Seller 414
 415 will, within 5 DAYS of Seller's receipt of the requirements, notify Buyer of the requirements and whether Seller will make the 415
 416 required repairs/improvements at Seller's expense. 416

417 If Seller chooses to make the required repairs/improvements, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set 417
 418 forth in paragraph 25 of this Agreement. If Seller chooses not to make the required repairs/improvements, Buyer will, within 5 DAYS, 418
 419 notify Seller in writing of Buyer's choice to terminate this Agreement OR make the repairs/improvements at Buyer's expense and with Seller's 419
 420 permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs or if Seller fails to respond 420
 421 within the time given, Buyer may, within 5 DAYS, terminate this Agreement in writing, in which case all deposit monies paid on account 421
 422 of purchase price will be returned promptly to Buyer and this Agreement will be VOID. 422

423 15. **TITLE, SURVEYS & COSTS (1-02)** 423

424 (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing 424
 425 deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon 425
 426 the ground, easements of record, privileges or rights of public service companies, if any; otherwise the title to the above described real estate 426
 427 will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates. 427
 428 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics liens insurance, or fee for cancellation of same, if any; 428
 429 (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, or fee for cancellation of same, if any; (3) Appraisal 429
 430 fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals. 430
 431 (C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney for the preparation of an adequate 431
 432 legal description of the Property (or the erection thereof) will be secured and paid for by Seller. Any survey or surveys desired by Buyer or 432
 433 required by the mortgage lender will be secured and paid for by Buyer. 433
 434 (D) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as 434
 435 specified in paragraph 15(A), Buyer will have the option of: (1) taking such title as Seller can give with no change to the purchase price; or (2) being 435
 436 repaid all monies paid by Buyer to Seller on account of purchase price and being reimbursed by Seller for any costs incurred by Buyer for any inspec- 436
 437 tions or certifications obtained according to the terms of the Agreement, and for those items specified in paragraph 15(B) items (1), (2), (3) and in 437
 438 paragraph 15(C), in which case there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID. 438

439 16. **ZONING CLASSIFICATION (1-02)** 439

440 Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned 440
 441 solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits 441
 442 tendered by the Buyer will be returned to the Buyer without any requirement for court action. 442

443 **Zoning Classification: none** 443

444 ELECTED. Within 15 DAYS of the execution of this Agreement, Buyer will verify that the existing use of the Property as 444
 445 given for verification, notify Seller in writing that the existing use of the Property is not permitted and this Agreement will be VOID, in which 445
 446 case all deposit monies paid on account of purchase price will be returned promptly to Buyer. Buyer's failure to respond within the time 446
 447 given will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect. 447

448 17. **COAL NOTICE** 448

449 NOT APPLICABLE 449
 450 APPLICABLE 450

451 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND 451
 452 DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND 452
 453 IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This 453
 454 notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining 454
 455 the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage 455
 456 due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose 456
 457 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees 457
 458 to sign the deed from Seller which deed will contain the aforesaid provision. 458

459 18. **POSSESSION (1-02)** 459

460 (A) Possession is to be delivered by deed, keys and:
 461 1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement, AND/OR
 462 2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is leased at the
 463 execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initiating said lease(s) at
 464 time of execution of this Agreement.
 465 (B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without the written
 466 consent of Buyer.
 467

468 19. **RECORDING (3-85)** This Agreement will not be recorded in the Office for the Recording of Deeds or in any other office or place of public record 468
 469 and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement. 469

470 20. **ASSIGNMENT (3-85)** This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and successors,
 471 and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will not transfer or assign this
 472 Agreement without the written consent of Seller. 472

473 21. **DEPOSIT & RECOVERY FUND (1-02)** 473

474 (A) Deposits paid by Buyer within 30 DAYS of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of
 475 payment and the person designated as payee, will be paid in U.S. Dollars to Broker or party identified in paragraph 3(B), who will retain them
 476 in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any uncashed
 477 check tendered as deposit monies may be held pending the acceptance of this offer.
 478 (B) Upon termination of this Agreement, the Broker holding the deposit monies will release the deposit monies in accordance with the terms of a
 479 fully executed written agreement between Buyer and Seller.
 480 (C) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit monies is required by the Rules and Regulations of
 481 the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation
 482 for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written Agreement of the parties.
 483 Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorney's
 484 fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.
 485 (D) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate
 486 licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhaust- 486

495 (i) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate 496 licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhaust- 496
497 ing all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and 497
498 (717) 783-4854 (outside Pennsylvania). 498

499 22. **CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE (1-02)** 499

500 **NOT APPLICABLE** 500

501 **APPLICABLE: CONDOMINIUM.** Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a unit owners' 501
502 association. §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies 502
503 of the condominium declaration (other than plats and plans), the bylaws, and the rules and regulations of the association. 503

504 **APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION).** Buyer acknowledges that the Property is part of a planned 504
505 community as defined by the Uniform Planned Community Act. (See Definition of Planned Community Notice). §5407(a) of the Act requires 505
506 Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and 506
507 a Certificate containing the provisions set forth in §5407(a) of the Act. 507

508 Buyer Initials: J.L.M.

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Seller Initials: LL/BB 508

499 **THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY.** 499
 500 (A) Within 15 DAYS of the execution of this Agreement, Seller will submit a request to the association for a Certificate of Resale and the doc- 500
 501 uments necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 501
 502 10 days of Seller's request. 502
 503 (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure or 503
 504 delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any erroneous information provided by 504
 505 the association and included in the Certificate. 505
 506 (C) Buyer may declare this Agreement VOID at any time before Buyer's receipt of the association documents and for 3 days thereafter; OR until 506
 507 settlement, whichever occurs first. Buyer's notice declaring this Agreement void must be in writing; thereafter all deposit monies will be 507
 508 returned to Buyer. 508
 509 (D) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse 509
 510 Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer for: (1) Title search, title insurance and/or 510
 511 mechanics lien insurance, or fee for cancellation of same, if any; (2) Flood insurance and/or fire insurance with extended coverage, home sub- 511
 512 sidence insurance, or fee for cancellation of same, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any. 512

513 **23. MAINTENANCE & RISK OF LOSS (1-02)** 513
 514 (A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal 514
 515 wear and tear excepted. 515
 516 (B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly 516
 517 notify Buyer in writing of Seller's choice to: 517
 518 1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed system 518
 519 or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer accepts the Property and agrees to the 519
 520 RELEASE set forth in paragraph 25 of this Agreement, OR 520
 521 2. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the failed system or 521
 522 appliance. If Seller does not repair, replace or offer a credit for the failed system or appliance, or if Seller fails to notify Buyer of Seller's 522
 523 choice, Buyer will notify Seller in writing within 5 DAYS or before settlement, whichever is sooner, that Buyer will: 523
 524 a. Accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR 524
 525 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer 525
 526 and this Agreement will be VOID. 526
 527 (C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any prop- 527
 528 erty included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and 528
 529 promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds 529
 530 of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of 530
 531 the time of execution of this Agreement. 531

532 **24. WAIVER OF CONTINGENCIES (1-02)** 532
 533 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, Buyer's failure to exercise any of Buyer's options within 533
 534 the time limits set forth in this Agreement will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the 534
 535 RELEASE set forth in paragraph 25 of this Agreement. 535

536 **25. RELEASE (1-02)** 536
 537 Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES, and any OFFI- 537
 538 CER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from 538
 539 any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences there- 539
 540 of, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint haz- 540
 541 ards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, 541
 542 or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement, this release does not deprive 542
 543 Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement. 543

544 **26. REPRESENTATIONS (1-02)** 544
 545 (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, 545
 546 their licensees, employees, officers, or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. It is 546
 547 further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, 547
 548 covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this 548
 549 Agreement will not be altered, amended, changed, or modified except in writing executed by the parties. 549

550 (B) It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property 550
 551 specifically scheduled herein), or has waived the right to do so, and has agreed to purchase the Property in its present condition unless 551
 552 otherwise stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made 552
 553 an independent examination or determination of the structural soundness of the Property, the age or condition of the components, envi- 553
 554 ronmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a 554
 555 mechanical inspection of any of the systems contained therein. 555

556 (C) Any repairs required by this Agreement will be completed in a workmanlike manner. 556
 557 (D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement. 557
 558 (E) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs. 558

559 **27. DEFAULT (1-02)** 559
 560 (A) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer: 560
 561 1. Fail to make any additional payments as specified in paragraph 3; OR 561
 562 2. Furnish false or incomplete information to Seller, Broker(s), or the mortgage lender, if any, concerning Buyer's legal or financial status, 562
 563 or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a 563
 564 mortgage loan commitment; OR 564
 565 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement. 565
 566 (B) Unless otherwise checked in paragraph 27 (C), Seller may elect to retain those sums paid by Buyer, including deposit monies, in one of the 566
 567 following manners: 567
 568 1. On account of purchase price; OR 568
 569 2. As monies to be applied to Seller's damages; OR 569
 570 3. As liquidated damages for such breach. 570
 571 (C) Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages. 571
 572 (D) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to paragraph 27 (B) or (C), Buyer and Seller 572
 573 will be released from further liability or obligation and this Agreement will be VOID. 573

574 **28. MEDIATION (7-96)** 574

573 will be released from further liability or obligation and this Agreement will be void.

573

574 **28. MEDIATION (7-86)**

574

575 NOT AVAILABLE

575

576 WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no oblig-
577 gation on the part of any party to do so.

576

578 ELECTED

577

579 (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the Rules
580 and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and
581 signed by the parties will be binding.

578

582 (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers
583 Dispute Resolution System (see Mediation Notice).

582

584 (C) This agreement to mediate disputes arising from this Agreement will survive settlement.

583

585 Buyer Initials: RJM

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Seller Initials: CLW

584

585

587 29. SPECIAL CLAUSES (1-02)

588 A (A) The following are part of this Agreement if checked:
 589 Sale & Settlement of Other Property
 590 Contingency Addendum (PAR Form SSP)
 591 Sale & Settlement of Other Property Contingency
 592 with Right to Continue Marketing Addendum
 593 (PAR Form SSP-CM)

594 Settlement of Other Property Contingency Addendum (PAR Form SOP)
 595 Tenant-Occupied Property Addendum (PAR Form TOP)
 596 _____
 597 _____
 598 _____
 599 _____

600 (B) Seller reserves gas rights.

601 (C) Buyer agrees to R/W agreement.

602 603 Buyer and Seller acknowledge receiving a copy of this Agreement at the time of signing.

604 605 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this
 606 Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised
 607 to consult an attorney before signing if they desire legal advice.

608 Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
 609 Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.
 610 Buyer has read and understands the notices and explanatory information set forth in this Agreement.
 611 Buyer has received a Seller's Property Disclosure Statement before signing this Agreement, if required by law (see Information Regarding
 612 the Real Estate Seller Disclosure Law).
 613 Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this
 614 Agreement.

615 616 BUYER'S MAILING ADDRESS: P.O. Box 604
 617 Osceola Mills PA. 16666

618 619 BUYER'S CONTACT NUMBER(S): Harbor Inn - Rm 124

620 621 WITNESS DDJ/HB BUYER K. Patrick L. M. S. S. DATE 8/8/03

622 SS# _____

623 624 WITNESS _____ BUYER _____ DATE _____

625 SS# _____

626 627 WITNESS _____ BUYER _____ DATE _____

628 SS# _____

629 630 Seller hereby approves the above contract this (date) _____
 631 and in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Broker for Seller a fee of _____
 632 off/from the herein specified sale price. In the event Buyer defaults hereunder, any monies paid on account will be divided _____
 633 Seller, _____, Broker for Seller, but in no event will the sum paid to the Broker for Seller exceed the above specified Broker's fee.

634 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
 635 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.
 636 Seller has read and understands the notices and explanatory information set forth in this Agreement.

637 638 SELLER'S MAILING ADDRESS: _____

639 640 _____

641 642 SELLER'S CONTACT NUMBER(S): _____

643 644 WITNESS _____ SELLER R. Paul L. Starns DATE _____

645 SS# _____

646 647 WITNESS _____ SELLER Edwin M. Starns DATE _____

648 SS# _____

649 650 WITNESS _____ SELLER Thomas L. Starns DATE _____

651 SS# _____

652 653 Broker's/Licensee's Certifications (check all that are applicable):

654 Regarding Lead-Based Paint Hazards Disclosure: Required if Property was built before 1978: The undersigned Licensees involved in
 655 this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief.
 656 Acknowledgement: The Licensees involved in this transaction have informed Seller of Seller's obligations under The Residential Lead-Based
 657 Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and are aware of their responsibility to ensure compliance.

658 Regarding FHA Mortgages: The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that
 659 the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into by any of
 660 these parties in connection with this transaction is attached to this Agreement.

659 the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into by any of
660 these parties in connection with this transaction is attached to this Agreement.

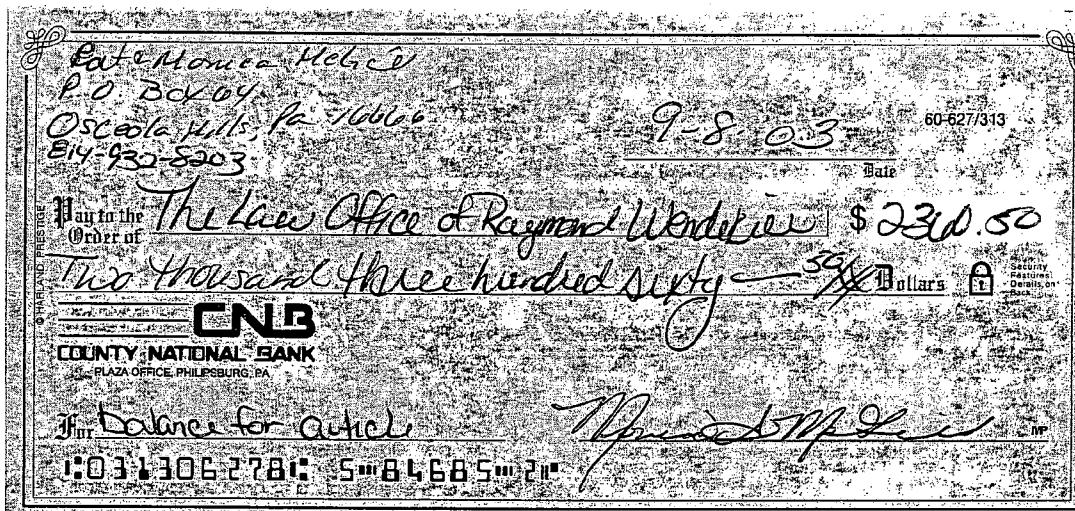
661
662 Regarding Mediation: The undersigned Broker for Seller Broker for Buyer agree to submit to mediation in accordance with
663 paragraph 28 of this Agreement.

668 BROKER FOR SELLER (Company Name) _____
666 ACCEPTED BY _____ DATE _____

667 BROKER FOR BUYER (Company Name) _____
668 ACCEPTED BY _____ DATE _____
669

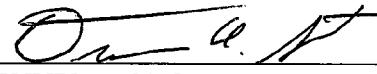
670
671 A/S-2K Page 8 of 8
SELLER'S COPY

EXHIBIT "C"



VERIFICATION

I, DENNIS A. STORM, verify that the statements made in this pleading are true and correct to the best of my knowledge, information and belief. I understand that false statements which I make in any pleading are subject to the penalties of 18 Pa. C. S. Section 4904, relating to unsworn falsification to authorities.


DENNIS A. STORM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100268
NO: 05-287-CD
SERVICE # 1 OF 2
COMPLAINT IN EJECTMENT

PLAINTIFF: DENNIS A. STORM and ROSE D. STORM aka ROSE DRISKEL-STORM, aka ROSE A. STORM and EDWIN D. STORM and THERESA A. STORM

vs.

DEFENDANT: PATRICK J. MCGILL and MONICA J. MCGILL

SHERIFF RETURN

NOW, March 14, 2005 AT 9:17 AM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON PATRICK J. MCGILL DEFENDANT AT 555 MEASE ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PATRICK J. MCGILL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

ESur
FILED
01930/5W
APR 11 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100268
NO: 05-287-CD
SERVICE # 2 OF 2
COMPLAINT IN EJECTMENT

PLAINTIFF: DENNIS A. STORM and ROSE D. STORM aka ROSE DRISKEL-STORM, aka ROSE A. STORM and EDWIN D. STORM and THERESA A. STORM

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DEFENDANT: PATRICK J. MCGILL and MONICA J. MCGILL

SHERIFF RETURN

NOW, March 14, 2005 AT 9:17 AM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON MONICA J. MCGILL DEFENDANT AT 555 MEASE ROAD, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MONICA J. MCGILL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100268
NO: 05-287-CD
SERVICES 2
COMPLAINT IN EJECTMENT

PLAINTIFF: DENNIS A. STORM and ROSE D. STORM aka ROSE DRISKEL-STORM, aka ROSE A. STORM and EDWIN D. STORM and THERESA A. STORM

vs.

DEFENDANT: PATRICK J. MCGILL and MONICA J. MCGILL

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WENDEKIER	14826	20.00
SHERIFF HAWKINS	WENDEKIER	14826	56.77

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff