

05-725-CD
C. Downer, etal vs. Reliable Constr.

Christopher Downer v. Reliable Const. et
2005-725-CD

Christopher Downer, Anastasia M. Downer vs. Reliable Construction Building and Remodeling Serv, Reliable Construction

Civil Other

Date		Judge
5/19/2005	New Case Filed.	No Judge
	✓ Filing: Civil Complaint Paid by: Blakley, Benjamin Receipt number: 1901444 Dated: 05/19/2005 Amount: \$85.00 (Check) 4 Cert. to Atty.	No Judge
5/25/2005	✓ Answer, New Matter and Counterclaim, filed by s/ S. Casey Bowers, Esquire. No CC	No Judge
	✓ Sheriff Return filed. May 20, 2005 Complaint served upon Reliable Construction Building and Remodeling Services, LLC. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm.	No Judge
6/10/2005	✓ Reply To New Matter & Answer To Counterclaim, filed by s/ Benjamin S. Blakley, III. No CC	No Judge
	✓ Certificate of Service, copy of Plaintiffs' Reply to New Matter & Answer to Counterclaim on June 8, 2005, upon Casey Bowers, Esquire. Filed by s/ Benjamin, S. Blakley, Esquire. No CC	No Judge
12/7/2005	✓ Filing: Praeipe/List For Arbitration Paid by: Blakley, Benjamin S. III (attorney for Downer, Christopher) Receipt number: 1911585 Dated: 12/07/2005 Amount: \$20.00 (Check)	No Judge
	Certificate of Readiness for Arbitration, filed by s/ Benjamin S. Blakley, Esquire. No CC	No Judge
1/9/2006	✓ Praeipe for Entry of Appearance/Praeipe for Withdrawal of Appearance, filed. Please withdraw my appearance on behalf of the Defendants in the above captioned matter, filed by s/ S. Casey Bowers Esq. Please enter my appearance on behalf of the Defendants in the above captioned matter, filed by s/ James A. Naddeo Esq. 2CC Atty Naddeo and copy to C/A.	No Judge
3/28/2006	✓ Order, NOW, this 27th day of March, 2006, Ordered that the above-captioned matter is scheduled for Arbitration on Tuesday, May 16, 2006 at 9:00 a.m. in Conference/Hearing Room No. 3. The following have been appointed as Arbitrators: Girard Kasubick, Esquire, Chairman Blaise Ferraraccio, Esquire Courtney L Kubista, Esquire. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 6CC C/A	Fredric Joseph Ammerman
5/16/2006	✓ Oath or Affirmation of Arbitrators, s/Girard Kasubick, Esq., Chairman s/Blaise Ferraraccio, Esq. s/Courtney L. Kubista, Esq. Award of Arbitrators, May 16, 2006, The Plaintiff is awarded the sum of \$7,860.00 plus costs and interest from the date of the award. On the counterclaim the Defendant is awarded the cribbing timbers removed under the replevin action but zero dollars. s/Girard Kasubick, Esq., Chairman s/Blaise Ferraraccio, Esq. s/Courtney L. Kubista, Esq. Entry of Award, May 16, 2006, Witness My Hand and the Seal of the Court, William A. Shaw, Prothonotary Notices of Award to Attorneys Blakley and Naddeo	No Judge
5/26/2006	✓ Filing: Arbitration Appeal Paid by: Naddeo, James A. (attorney for Reliable Construction) Receipt number: 1914011 Dated: 05/26/2006 Amount: \$600.00 (Check) 1 Cert. to Atty.	No Judge

Christopher Downer, Anastasia M. Downer vs. Reliable Construction Building and Remodeling Serv, Reliable Construction

Civil Other

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Christopher Downer, Anastasia M. Downer vs. Reliable Construction Building and Remodeling Serv, Reliable Construction

Civil Other

Date		Judge
5/31/2006	✓ Order, NOW, this 30th day of May, 2006, upon consideration of Defendant Joseph Andres' Notice of Appeal from Award of Arbitrators filed on May 16, 2006 by Attorney of Record James A. Naddeo, Esquire, It is the Order of the Court that the Court Administrator of Clfd. Co. is directed to place this matter on the Fall 2006 Civil Non-Jury Trial List. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Blakley, Naddeo	Fredric Joseph Ammerman
9/12/2006	✓ Order, NOW, this 8th day of Sept., 2006, Ordered that Non-jury Trial is scheduled for 1 day on the 13th of Dec. 2006 at 9:00 a.m. in Courtroom No. 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Blakley, Naddeo	Fredric Joseph Ammerman
10/24/2006	Miscellaneous Payment: Subpoena Paid by: Blakley, Benjamin, Esquire Receipt number: 1916130 Dated: 10/24/2006 Amount: \$18.00 (Check)	Fredric Joseph Ammerman
12/4/2006	✓ Petition to Withdraw as Counsel, filed by s/ James A. Naddeo, Esquire. 2CC Atty. Naddeo	Fredric Joseph Ammerman
12/5/2006	✓ Motion For Continuance, filed by s/ James A. Naddeo Esq. 2CC Atty Naddeo.	Fredric Joseph Ammerman
12/6/2006	✓ Order AND NOW, this 5th day of December 2006, upon consideration of the Motion for Continuance filed by James A. Naddeo, attorney of record for Defendant, it is the Order of this Court that the Trial presently scheduled to be held in the Clearfield County Courthouse, Clearfield Pennsylvania on the 13th day of December 2006 at 9:00 o'clock a.m. be continued. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Naddeo.	Fredric Joseph Ammerman
	✓ Order AND NOW, this 5th day of December 2006, upon consideration of the foregoing Petition, it is hereby ordered that: 1. a rule is hereby issued upon Respondent, Reliable Construction Building and Remodeling Services, LLC. t/d/b/a Reliable Construction, to Show Cause why the Petitioner, James A. Naddeo, is not entitled to the relief requested; 2. the Respondent shall file an answer to the petition within twenty (20) days of service upon the Respondent; 3. the petition shall be decided under Pa.R.C.P. No. 206.7; 4. notice of the entry of this order shall be provided to all parties by the Petitioner. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Naddeo.	Fredric Joseph Ammerman
12/21/2006	✓ Praecipe, filed by Atty. Blakley 1 Cert. to Atty. Please place the above-captioned matter on the next available civil non-jury trial list.	Fredric Joseph Ammerman.
12/28/2006	✓ Certificate of Service, on Dec. 28, 2006, Praecipe to Withdraw was served on Reliable Construction by First-Class Mail, By s/James A. Naddeo, Esquire. 1CC Atty. Naddeo	Fredric Joseph Ammerman
1/22/2007	✓ Motion To Make Rule Absolute, filed by s/ James A. Naddeo, Esquire. 1CC Atty. Naddeo	Fredric Joseph Ammerman
	✓ Order, this 23rd day of Jan., 2007, Ordered that James A. Naddeo, Esquire, be permitted to withdraw as counsel on behalf of the Def. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Naddeo	Fredric Joseph Ammerman
1/23/2007	✓ Praecipe To Withdraw Appearance, filed by s/ James A. Naddeo, Esquire. 1CC Atty. copy to C/A	Fredric Joseph Ammerman

Christopher Downer, Anastasia M. Downer vs. Reliable Construction Building and Remodeling Serv, Reliable Construction

Civil Other

Date		Judge
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9/12/2006	✓ Order, NOW, this 8th day of Sept., 2006, Ordered that Non-jury Trial is scheduled for 1 day on the 13th of Dec. 2006 at 9:00 a.m. in Courtroom No. 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Blakley, Naddeo	Fredric Joseph Ammerman
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12/4/2006	✓ Petition to Withdraw as Counsel, filed by s/ James A. Naddeo, Esquire. 2CC Atty. Naddeo	Fredric Joseph Ammerman
12/5/2006	✓ Motion For Continuance, filed by s/ James A. Naddeo Esq. 2CC Atty Naddeo.	Fredric Joseph Ammerman
12/6/2006	✓ Order AND NOW, this 5th day of December 2006, upon consideration of the Motion for Continuance filed by James A. Naddeo, attorney of record for Defendant, it is the Order of this Court that the Trial presently scheduled to be held in the Clearfield County Courthouse, Clearfield Pennsylvania on the 13th day of December 2006 at 9:00 o'clock a.m. be continued. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Naddeo.	Fredric Joseph Ammerman
	✓ Order AND NOW, this 5th day of December 2006, upon consideration of the foregoing Petition, it is hereby ordered that: 1. a rule is hereby issued upon Respondent, Reliable Construction Building and Remodeling Services, LLC. t/d/b/a Reliable Construction, to Show Cause why the Petitioner, James A. Naddeo, is not entitled to the relief requested; 2. the Respondent shall file an answer to the petition within twenty (20) days of service upon the Respondent; 3. the petition shall be decided under Pa.R.C.P. No. 206.7; 4. notice of the entry of this order shall be provided to all parties by the Petitioner. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Naddeo.	Fredric Joseph Ammerman
12/21/2006	✓ Praeipce, filed by Atty. Blakley 1 Cert. to Atty. ✓ Plaease place the above-captioned matter on the next available civil non-jury trial list.	Fredric Joseph Ammerman
12/28/2006	✓ Certificate of Service, on Dec. 28, 2006, Praeipce to Withdraw was served on Reliable Construction by First-Class Mail, By s/James A. Naddeo, Esquire. 1CC Atty. Naddeo	Fredric Joseph Ammerman
1/22/2007	✓ Motion To Make Rule Absolute, filed by s/ James A. Naddeo, Esquire. 1CC Atty. Naddeo	Fredric Joseph Ammerman
	✓ Order, this 23rd day of Jan., 2007, Ordered that James A. Naddeo, Esquire, be permitted to withdraw as counsel on behalf of the Def. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Naddeo	Fredric Joseph Ammerman
1/23/2007	✓ Praeipce To Withdraw Appearance, filed by s/ James A. Naddeo, Esquire. 1CC Atty. copy to C/A	Fredric Joseph Ammerman

Current Judge: Fredric Joseph Ammerman

Christopher Downer, Anastasia M. Downer vs. Reliable Construction Building and Remodeling Serv, Reliable Construction

Civil Other

Date		Judge
4/9/2007	✓ Order, NOW, this 9th day of April, 2007, Ordered that the Pre-Trial Conference shall be held on the 20th day of April, 2007 at 2:30 p.m. in Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Blakley, 1CC Def. - 153 Treasure Lake, DuBois, PA 15801	Fredric Joseph Ammerman
4/10/2007	✓ Praecipe For Entry of Appearance, filed by Atty. DuBois, 2 Cert. to Atty. Enter my appearance on behalf of Defendant, s/ J. DuBois.	Fredric Joseph Ammerman
4/24/2007	✓ Order, NOW, this 20th day of April, 2007, Ordered that a one day Non-Jury Trial is scheduled for august 7, 2007 at 9:00 a.m. in Courtroom No. 1. By The Court, /s/ fredric J. Ammerman, Pres. Judge. 1CC Attys: Blakley, DuBois	Fredric Joseph Ammerman
8/8/2007	✓ Order, this 7th day of August, 2007, it is Ordered that counsel for both parties submit appropriate letter brief to the Court within no more than 20 days from this date. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Blakley, DuBois	Fredric Joseph Ammerman
8/22/2007	✓ Motion For Extension of Time, filed by s/ Benjamin S. Blakley, III. 3CC Atty. Blakley	Fredric Joseph Ammerman
	✓ Order, upon consideration of counsel for the Plaintiff's Motion for Extension of Time, it is Ordered that said Motion is granted, and that briefs shall be filed with the Court no later than Sept. 17, 2007. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Blakley	Fredric Joseph Ammerman
9/19/2007	✓ Order, filed cert. to Atty's Blakley & DuBois NOW, this 18th day of September, 2007, following non-jury trial, Order of Court that 1. Defendant breached its' construction contract. 2. Plaintiffs are awarded \$10,830.00 from Defendant. 3. The Defendant's counterclaim is dismissed.	Fredric Joseph Ammerman
10/19/2007	✓ Filing: Judgment Paid by: Blakley, Benjamin S. III (attorney for Downer, Christopher) Receipt number: 1921121 Dated: 10/19/2007 Amount: \$20.00 (Check) Judgment in favor of Plaintiffs and against Defendant in the amount of \$10,830.00. Filed by s/ Benjamin S. Blakley, III, Esquire. 3CC Atty. & Statement; Notice to Defs.	Fredric Joseph Ammerman

11-19-07 Certificate of Service

12-24-07 Petition to Compel Answers to Interrogatories

1-2-08 Rule, dated 12-31-07

Date: 8/2/2007

Clearfield County Court of Common Pleas

User: LMILLER

Time: 09:55 AM

ROA Report

Page 3 of 3

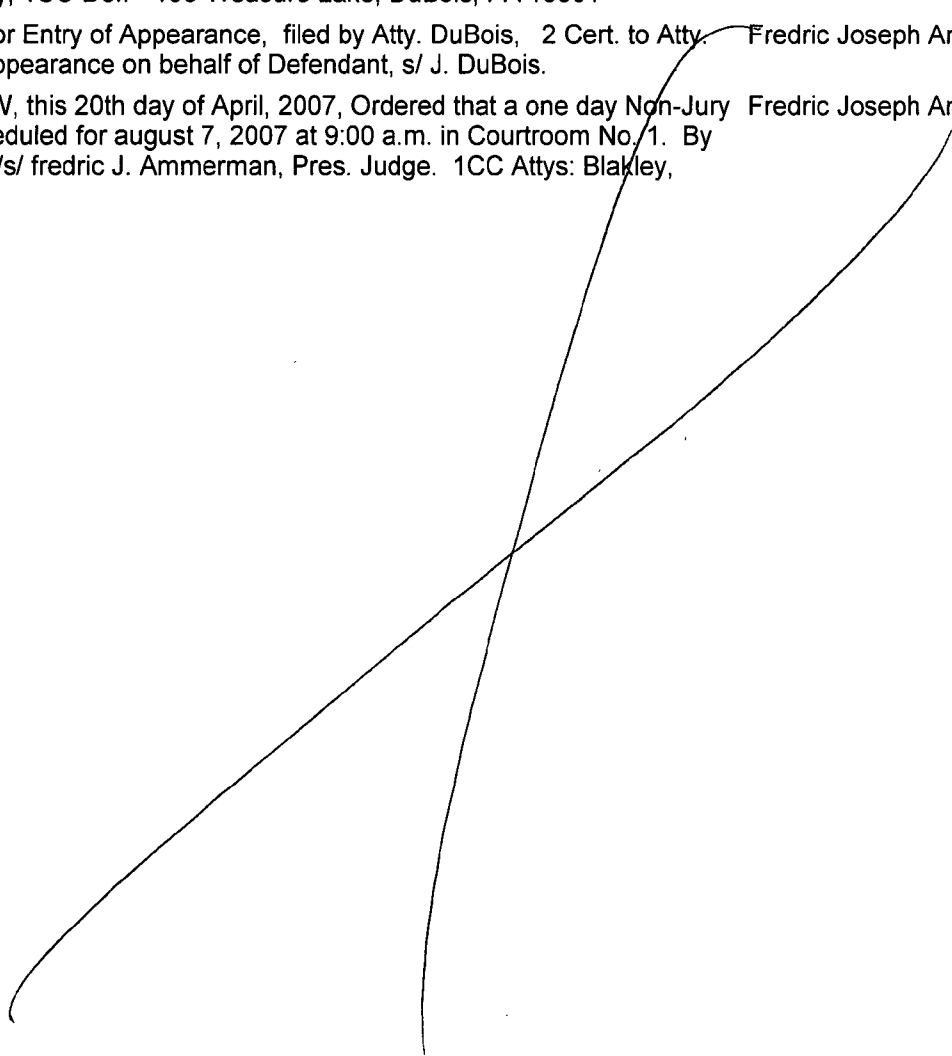
Case: 2005-00725-CD

Current Judge: Fredric Joseph Ammerman

Christopher Downer, Anastasia M. Downer vs. Reliable Construction Building and Remodeling Serv, Reliable Construction

Civil Other

Date		Judge
4/9/2007	✓ Order, NOW, this 9th day of April, 2007, Ordered that the Pre-Trial Conference shall be held on the 20th day of April, 2007 at 2:30 p.m. in Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Blakley, 1CC Def. - 153 Treasure Lake, DuBois, PA 15801	Fredric Joseph Ammerman
4/10/2007	✓ Praecipe For Entry of Appearance, filed by Atty. DuBois, 2 Cert. to Atty. Enter my appearance on behalf of Defendant, s/ J. DuBois.	Fredric Joseph Ammerman
4/24/2007	✓ Order, NOW, this 20th day of April, 2007, Ordered that a one day Non-Jury Trial is scheduled for august 7, 2007 at 9:00 a.m. in Courtroom No. 1. By The Court, /s/ fredric J. Ammerman, Pres. Judge. 1CC Attys: Blakley, DuBois	Fredric Joseph Ammerman



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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
	)	Type of Pleading:
Plaintiffs,	)	COMPLAINT
)	
v.	)	Filed on Behalf of: PLAINTIFFS
)	
RELIABLE CONSTRUCTION	)	Counsel of Record:
BUILDING AND REMODELING	)	BENJAMIN S. BLAKLEY, III
SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION	)	Supreme Court No. 26331
)	
Defendant.	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	DuBois, PA 15801
	)	(814) 371-2730

FILED

MAY 19 2005

0 11:45 AM

William A. Shaw

Prothonotary/Clerk of Courts

4 CERT TO ATT

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

CHRISTOPHER D. DOWNER and	)	NO. 05 -	- CD
ANASTASIA M. DOWNER,)		
)		
Plaintiffs,)		
)		
v.)		
)		
RELIABLE CONSTRUCTION)		
BUILDING AND REMODELING)		
SERVICES, LLC, t/d/b/a RELIABLE)		
CONSTRUCTION)		

Defendant.

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 is served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and an order may be entered against you by the Court without further notice for any money claimed in the Complaint requested by Plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholic,
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

CHRISTOPHER D. DOWNER and	)	NO. 05 -	- CD
ANASTASIA M. DOWNER,)		
)		
Plaintiffs,)		
)		
v.)		
)		
RELIABLE CONSTRUCTION)		
BUILDING AND REMODELING)		
SERVICES, LLC, t/d/b/a RELIABLE)		
CONSTRUCTION)		
)		
Defendant.			

COMPLAINT

AND NOW come Plaintiffs, **CHRISTOPHER D. DOWNER and ANASTASIA M. DOWNER**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and files the following Complaint against the Defendant, **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, of which the following is a statement:

1. Plaintiffs are **CHRISTOPHER D. DOWNER and ANASTASIA M. DOWNER**, husband and wife, adult individuals, residing at 20 South State Street, DuBois, Clearfield County, Pennsylvania, 15801.
2. **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, is a limited liability corporation

with its registered place of business in Pennsylvania being at 153 Treasure Lake, DuBois, Clearfield County, Pennsylvania.

3. At all times material hereto, Plaintiffs were the owners of residential real property located at 20 State Street, DuBois, Clearfield County, Pennsylvania.

4. At all times material hereto, Defendant was engaged in the business of residential building and remodeling in the DuBois, Clearfield County, Pennsylvania, area.

5. By contract dated September 17, 2004, the Plaintiffs did contract with Defendant to perform various repairs and improvements to a garage located on the real property of the Plaintiffs, such work consisting of, but not limited to, the jacking up of the back of the said garage, the removal of existing block from a back wall, the pouring of a footer along the back wall, the installation of eleven (11) courses of 10" block, the installation of French drains around the backside of the Plaintiffs' residence and various other excavation finish work. A copy of said proposal and acceptance thereof is attached hereto and marked Plaintiffs' Exhibit A.

6. The Defendant commenced work on its September 17, 2004, contract at the residence of the Plaintiffs during the latter part of September, 2004, and did remain on the premises of the Plaintiffs in an attempt to complete its obligations under the September 17, 2004, contract until the Plaintiffs asked the Defendant to remove itself from the premises of the Plaintiffs during the early portion of October, 2004.

COUNT I - BREACH OF CONTRACT

7. The Plaintiffs incorporate by reference Paragraphs 1 through 6 of this Complaint as if the same were fully set forth herein.

8. During the course of its performance of its contractual obligations under the contract between Defendant and the Plaintiffs dated September 17, 2004, the Defendant did fail to perform its work in a good and workmanlike manner, in that:

- a. in the course of moving equipment on and off of the Plaintiffs' property, the Defendant did cause significant damage to the parking area of the Plaintiffs' property located to the front of the Plaintiffs' garage and located along West Washington Avenue, DuBois, Pennsylvania;
- b. Defendant failed to provide for the laying of sufficient block in the foundation of the Plaintiffs' garage, thereby causing the said garage to become unstable and creating the risk of total collapse of the said garage;
- c. Defendant, in laying the block and the foundation for the Plaintiffs' garage, did fail to properly anchor the said foundation blocks, thereby exposing the said foundation to the risk of collapse;

- d. Defendant did remove a chimney located on the inside of the wall of the Plaintiffs' garage from the said garage, with the parties not contemplating the removal of said chimney;
- e. Defendant did cause significant damage to the wooden lap siding on the Plaintiffs' garage;
- f. Defendant did cause significant damage to the lawn located on the Plaintiffs' property without taking adequate steps to prevent the rutting and damaging of said lawn by Defendant's equipment; and
- g. Defendant did fail to construct and to install French drains as contemplated by the September 17, 2004, contract.

9. The failure of the Defendant to perform its services in a good and workmanlike manner was a breach of the contract between the Plaintiffs and the Defendant dated September 17, 2004, and with the same resulting in significant damage to the garage and real property of the Plaintiffs as set forth above.

10. As the result of Defendant's breach of its obligations under the contract of September 17, 2004, Plaintiffs will be required to employ the services of additional contractors to remedy the defects caused by the breach of the Defendant's obligations under the contract dated September 17, 2004.

11. As the result of Defendant's breach of its obligations under the contract of September 17, 2004, Plaintiffs will be required to expend the sum of \$10,860.00 to repair the damages caused by the Defendant and to complete the repairs upon the Plaintiffs' garage as contemplated by the parties' contract of September 17, 2004. A copy of the proposals of Ellenberger Excavating and Whitmore Remodelers setting forth the anticipated remedial work is attached hereto and marked Exhibits B and C, respectively.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court award damages in favor of the Plaintiffs and against the Defendant in the amount of \$10,860.00, plus interest and costs of suit.

COUNT II - NEGLIGENCE

12. The Plaintiffs incorporate by reference Paragraphs 1 through 11 of this Complaint as if the same were fully set forth herein.

13. The work performed by the Defendant upon the real garage and property of the Plaintiffs did breach Defendant's duty to the Plaintiffs to perform the said services in a good and workmanlike manner.

14. By breaching its duty to the Plaintiffs to perform in a good and workmanlike manner, Defendant did cause damages to the garage and real property of the Plaintiffs consisting of:

- a. damage and destruction to the driveway and parking area located adjacent to the Plaintiffs' garage and connecting the Plaintiffs' property to West Washington Avenue in DuBois, Pennsylvania;
- b. significant damage to the parking area of the Plaintiffs' property located to the front of the Plaintiffs' garage and located along West Washington Avenue, DuBois, Pennsylvania;
- c. causing the said garage to become unstable and creating the risk of total collapse of the said garage;
- d. failing to properly anchor the said foundation blocks, thereby exposing the said foundation to the risk of collapse;
- e. removing a chimney located on the inside of the wall of the Plaintiffs' garage from the said garage, with the parties not contemplating the removal of said chimney;
- f. significant damage to the wooden lap siding on the Plaintiffs' garage;
- g. significant damage to the lawn located on the Plaintiffs' property without taking adequate steps to prevent the rutting and damaging of said lawn by Defendant's equipment; and

h. failing to construct and to install French drains as contemplated by the September 17, 2004, contract.

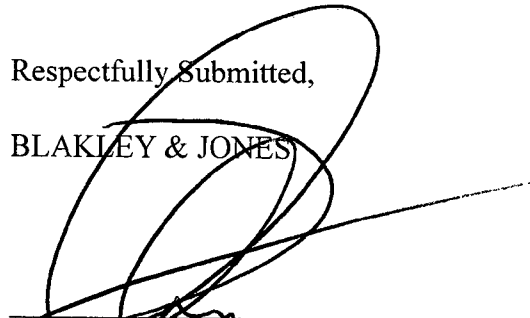
15. As the result of the Defendant's negligent performance of its duty to provide services in a good and workmanlike manner to the Plaintiffs, the Plaintiffs will be required to employ the services of Ellenberger Excavating and Whitmore Remodelers in order to repair the damages caused by the Defendant's negligent acts and to complete the projects commenced by the Defendant on the real property of the Plaintiffs.

16. Plaintiffs will be required to expend the sum of \$10,860.00 to repair the damages caused by the Defendant's negligent performance of its duties under the contract of September 17, 2004.

WHEREFORE, Plaintiffs respectfully pray that judgement be entered in favor of the Plaintiffs and against the Defendant in the amount of \$10,860.00, plus interest and costs of suit.

Respectfully Submitted,

BLAKLEY & JONES

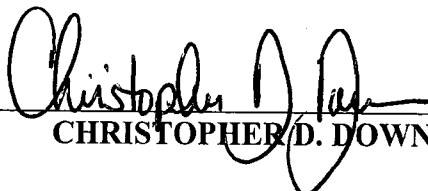


Benjamin S. Blakley, III
Attorney for Plaintiffs

VERIFICATION

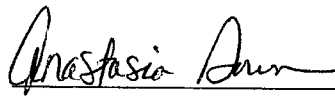
I, **CHRISTOPHER D. DOWNER** and **ANASTASIA M. DOWNER**, hereby state that we are the Plaintiffs in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. We understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 5/12/05



CHRISTOPHER D. DOWNER

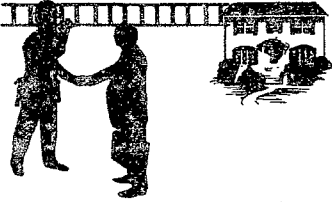
Dated: 5-12-05



ANASTASIA M. DOWNER

Proposal

Page No. of Pages



Reliable Construction Building and Remodeling Services, LLC.

153 Treasure Lake
DuBois, PA 15801
814-371-7010

1213

PROPOSAL SUBMITTED TO ("OWNER") <i>Chris Downer</i>		PHONE <i>371-1661</i>	DATE <i>9/17/04</i>
STREET <i>20 South State St</i>		JOB NUMBER <i>Downer - 001</i>	
CITY, STATE and ZIP CODE <i>DuBois Pa 15801</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

- 1) Remove Dirt from back of garage and Jack up back of garage.
- 2) Remove existing block from back wall.
- 3) pour footer along back wall.
- 4) Install 10" Block (11 courses) of with durawall every third course.
- 5) Install french drains around back side of house.
- 6) Backfill with 2B gravel.
- 7) Backfill with dirt left from excavation of Back wall.
- 8) slope wall towards back yard from building.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Six Thousand One Hundred Seventy Five dollars (\$ *6175.00*).

Payment to be made as follows:

50% down 25% upon half completion and 25% upon completion.

All materials guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over or above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully insured. If any action at law or in equity is brought to enforce to interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief that may be available. If any payment due under the terms of this agreement is not paid within ten (10) days as specified above, Reliable Construction Builders and Remodelers, LLC. reserves the right to assess late fees to the Owner in the amount of 1.5% of the amount due per month.

Authorized Signature *Joseph M. Bender*

Note: This proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal The above price and conditions are satisfactory and are hereby accepted. You agree to do the work as specified. Payment will be made as outlined above.

EXHIBIT

A

Signature *Christopher A. A.*

Ellenberger Excavating

R.D.#1, Box 92A
Luthersburg, Pa. 15848
(814) 583-5059
590-1356

10/26/04

CHRIS DOWNER
20 S. STATE ST.

DUBOIS, PA. 15801

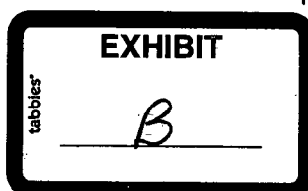
PROPOSAL

- 1) FOOTER DRAINS - 2 TB
- 2) BACKFILL W/ SHALE (REMOVE EXCESS MATERIAL)
- 3) REMOVE BLOCKING
- 4) EXCAVATE & GRADE PARKING AREA
- 5) PAVE PARKING AREA (3" BASE - 1 1/2" TOP)
- 6) GRADE, SEED & MULCH AFFECTED AREAS

★ - NOTE - ESTIMATE AMOUNT NOT GUARANTEED AFTER
30 DAYS & MAY INCREASE DUE TO MARKET
CONDITIONS.

TOTAL ESTIMATE -

\$10,500.00



- SIDING
- WINDOWS
- SOFFIT • FASCIA
- INSULATED MOBILE HOME ROOFS

WHITMORE REMODELERS

150 Beech Tree Rd. - P.O. Box 642 - DuBois, PA 15801
 PHONE: (814) 375-1172
 1-800-834-7704

- ROOFING
- DOORS
- DECKS



Date 12-9-04

Name of Buyer Mr & Mrs C. Downer

Phone 371-1661

Address 20 S. STATE ST

City DUBOIS

County CLARKE

State PA

Zip Code 15801

IN ACCORDANCE WITH SPECIFICATIONS GIVEN BELOW:

ESTIMATE TO REPAIR BOTTOM PIECE OF WOOD
LAP SIDING IN REAR OF GARAGE.

SINCE WOOD SIDING IS NOT AVAILABLE TO MATCH
EXACTLY ESTIMATE IS TO FILL OUT BOTTOM PIECE
OF WOOD SIDING THEN CAP WITH ALUMINUM COIL STOCK
TO MATCH AS BEST AS POSSIBLE

CASH PRICE \$

360⁰⁰

DEPOSIT Cash - Check \$

- 0 -

PAYMENT ON COMPLETION \$

360⁰⁰

Or balance to be financed pursuant to a Home Improvement Installment Contract to be entered into between Seller and Buyer prior to completion of the work.

No work shall be done except as specified above and NO VERBAL AGREEMENTS WILL BE RECOGNIZED. The undersigned intend to be legally bound hereby. Should Seller be required to resort to legal remedies to enforce the terms of this agreement, Buyer agrees to assume responsibility for Seller's legal fees and costs.

WHITMORE REMODELERS

CONTRACTOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE WORK OR MATERIALS FURNISHED UNDER THE CONTRACT IDENTIFIED ABOVE, SPECIFICALLY, CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED AND STATUTORY EXCEPT AS PROVIDED IN THIS AGREEMENT.

Arthur Whitmore OWNER (SEAL)
 (Name of Salesperson)

(Signature of Buyer) (SEAL)

Approved By (Name) (Title)

EXHIBIT

tabbles

C

(Signature of Buyer) (SEAL)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs

vs.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION

CIVIL ACTION

No. 05-725-CD

Type of pleading:

**ANSWER, NEW MATTER
AND COUNTERCLAIM**

Filed on behalf of:
DEFENDANT

Counsel of Record for this Party:

S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

Date: May 24, 2005

You are hereby notified to plead
to the within pleading within
twenty (20) days hereof or a
default judgment may be entered
against you.



FILED *no cc*
m110:5581
MAY 25 2005 *@*

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs

vs.

No. 05-725-CD

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,
Defendants

**ANSWER, NEW MATTER AND
COUNTERCLAIM**

AND NOW, comes RELIABLE CONSTRUCTION BUILDING AND
REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION,
("Reliable") by and through its attorneys, HANAK, GUIDO AND
TALADAY, and hereby asserts its Answer, New Matter and
Counterclaim averring as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.

5. Admitted in part and denied in part. Reliable admits that the
parties entered into a written contract dated September 17, 2004.
Reliable also admits that a copy of said contract is attached to
Plaintiff's Complaint and marked as Exhibit "A". Reliable denies the
remaining averments set forth in Paragraph 5 to the extent said

averments are inconsistent with the terms of the September 17, 2004 contract.

6. Admitted.

COUNT I - Breach of Contract

7. Reliable incorporates by reference all prior paragraphs herein.

8. Denied. As set forth below, Reliable vehemently denies that it failed to perform its work as required by the September 17, 2004 contract in a good and workmanlike manner:

(a) Denied. It is specifically denied that Reliable caused damage to Plaintiff's parking area. As set forth in Reliable's New Matter, said parking area was in a state of disrepair before Reliable entered onto Plaintiff's property.

(b) Denied. As forth below in Reliable's New Matter, all work performed by Reliable on Plaintiffs' behalf was performed in a good and workmanlike manner. Any failure to perform work required under the September 17, 2004 contract was caused by Plaintiffs' wrongful exclusion of Reliable's workers from the job site.

(c) Denied. As forth below in Reliable's New Matter, all work performed by Reliable on Plaintiff's behalf was performed in a good and workmanlike manner. Any failure to perform work required under the September 17, 2004 contract was caused by Plaintiffs' wrongful exclusion of Reliable's workers from the job site.

(d) Admitted in part and denied in part. Reliable admits that its agents removed said chimney. As set forth in Plaintiffs'

Complaint, the subject chimney was located on the wall to be removed as per the terms of the September 17, 2004 contract. As such, removal of said chimney was necessary to complete the work required under said contract. As set forth in Reliable's New Matter below, this chimney was nonfunctional and Plaintiffs suffered no loss by its removal.

(e) Admitted in part and denied in part. Reliable admits that its agents may have chipped or cracked the bottom course of siding along the rear wall of Plaintiffs' garage. Any damage to this siding was incidental to the jacking up of the rear of the garage and removal of existing rear basement wall. As set forth in Reliable's New Matter below, Plaintiffs wrongfully excluded Reliable's workers from the job site before Reliable had a chance to repair the siding.

(f) Denied. Reliable denies that it caused any damage to Plaintiffs lawn. To the extent that damage did occur, said damage was incidental to the excavation required in the operative contract. Further such damage was contemplated by the parties at the time of contracting.

(g) Admitted. As set forth in Reliable's New Matter below, Plaintiffs wrongfully excluded Reliable's workers from the job site before they had opportunity to install the french drain system.

9. Denied. All work done by Reliable on Plaintiff's behalf was performed in a good and workmanlike manner. As set forth in Reliable's New Matter below, any damage to Plaintiffs' property was caused by their own actions.

10. Denied. Reliable denies that it breached the terms of the September 17, 2004 contract. After reasonable investigation, Reliable is without knowledge sufficient to form a belief as to the truth of the remaining averments set forth in this paragraph, therefore, said averments are denied and strict proof is demanded at trial.

11. Denied. Reliable denies that it breached the terms of the September 17, 2004 contract. After reasonable investigation, Reliable is without knowledge sufficient to form a belief as to the truth of the remaining averments set forth in this paragraph, therefore, said averments are denied and strict proof is demanded at trial.

WHEREFORE, Defendant, Reliable, demands judgment in its favor, together with an award of reasonable attorney's fees incurred and any further relief this Court deems just and equitable.

COUNT II - Negligence

12. Reliable incorporates all prior paragraphs herein.

13. Denied in accordance with Pa.R.C.P. 1029(e).

14. Denied in accordance with Pa.R.C.P. 1029(e).

15. Denied in accordance with Pa.R.C.P. 1029(e).

16. Denied in accordance with Pa.R.C.P. 1029(e).

WHEREFORE, Reliable, demands judgment in its favor, together with an award of reasonable attorney's fees incurred and any further relief this Court deems just and equitable.

NEW MATTER

17. Reliable incorporates all prior paragraphs herein.

18. In early October, 2004, only a few weeks after the parties entered into the contract and after Reliable substantially completed the project, Plaintiffs wrongfully excluded Reliable's workers from the job site thereby preventing Reliable from completing the work as required by the September 17, 2004, contract.

19. After Plaintiffs wrongfully excluded Reliable from the job site, Plaintiffs failed to take proper steps to mitigate their damages. Specifically, Plaintiffs allowed the job site to sit at least partially underwater in winter weather for at least three (3) months.

20. Plaintiffs' driveway and parking area were in a state of disrepair before Reliable entered onto the subject property. Any claim for damage done to said driveway and parking area is without merit and in bad faith.

21. After Reliable performed the necessary excavation and removed the existing rear basement wall as required by the September 17, 2004, contract, it became apparent that the replacement wall would require 12 courses of blocks instead of the contracted 11 courses.

22. Joseph Andres, general manger of Reliable, related this fact to husband Plaintiff. Mr. Andres further related to husband Plaintiff that the purchase and installation of the extra course of block would be at an additional cost to Plaintiffs. Plaintiffs agreed to make said additional payment.

23. Reliable purchased and installed the additional course of block.

24. The additional course of block was necessary because the original foundation was deeper than originally anticipated by both parties. As such, the route of the french drain system had to be modified to achieve the requisite slope.

25. Plaintiffs reported this matter to the Greater DuBois Area Builders Association.

26. Representatives of the Building Association inspected the job site and submitted written recommendations to resolve this matter. A copy of said recommendations is attached hereto and marked as Exhibit "1".

27. Reliable offered to perform the work recommended by the Builders Association, but Plaintiffs refused.

28. The chimney referred to in Paragraphs 8 and 14 of Plaintiffs' Complaint was nonfunctional in that it was unlined and does not continue through the roof of the garage. As such, Plaintiffs' claim that the removal of this chimney caused damage to the real property is without merit and in bad faith.

WHEREFORE, Defendant, Reliable, demands judgment in its favor together with an award of reasonable attorney's fees incurred and any further relief this Court deems just and equitable.

COUNTERCLAIM
Count I
Breach of Written Contract

29. Reliable incorporates all prior paragraphs herein.

30. As per the September 17, 2004 contract, Plaintiffs are obligated to pay Reliable a total sum of \$6,175.00.

31. Plaintiffs paid Reliable \$3,087.50 but have refused to make further payments.

32. In early October, 2004, only a few weeks after signing the written contract but after Reliable substantially completed the project, Plaintiffs wrongfully excluded Reliable's workers from the job site.

33. Plaintiffs have breached the September 17, 2004 contract by their failure to pay and their wrongful exclusion of Reliable's workers from the job site. As a result of Plaintiffs' breach of the September 17, 2004 contract, Reliable has incurred damages in excess of \$3,087.50.

WHEREFORE, Reliable demands judgment in its favor, together with an award of reasonable attorney's fees incurred and any further relief this Court deems just and equitable.

Count II
Breach of Oral Contract

34. Reliable incorporates all prior paragraphs herein.

35. After it was discovered that replacement of the rear basement garage wall would require 12 courses of block instead of the contracted 11 courses of block, Plaintiffs agreed to pay the additional cost related to the purchase and installation of the additional course of blocks.

36. In relying on Plaintiffs' promises, Reliable incurred additional costs of \$60.00 related to the purchase of thirty (30) 10-inch blocks, and additional mortar mix. Further Reliable expended an additional 16 man hours of labor at a rate of \$30.00 per hour.

37. Reliable installed said blocks in a good and workmanlike manner.

38. Plaintiffs have refused to pay and continue to refuse to make payments to Reliable.

39. Plaintiffs have breached the oral contract between the parties by failing to make the above payment and wrongfully excluding Reliable's workers from the job site.

WHEREFORE, Reliable demands judgment in its favor, together with an award of reasonable attorney's fees incurred and any further relief this Court deems just and equitable.

REPLEVIN


40. Reliable incorporates all prior paragraphs herein.

41. In the course of performing the work required under the September 17, 2004 contract, Reliable provided several cribbing timbers to temporarily support Plaintiffs' garage.

42. Reliable believes and therefore avers that Plaintiffs remain in possession of said cribbing timbers.

WHEREFORE, Reliable respectfully requests this Court to enter an order compelling Plaintiffs to immediately return said cribbing timbers.

HANAK, GUIDO AND TALADAY,
By:



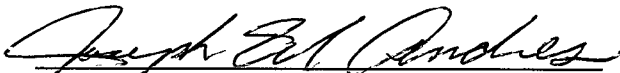
S. Casey Bowers
Attorney for Plaintiff

VERIFICATION

I, JOSEPH ANDRES, Manager of RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION, verify that the statements in the foregoing pleading are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION, by:


Joseph Andres

CERTIFICATE OF SERVICE

I do hereby certify that on the 24th day of May, 2005,
I served a copy of the within Answer, New Matter and Counterclaim by
first class mail, postage prepaid, to:

Benjamin S. Blakley, Esq.
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

A handwritten signature in black ink, appearing to read 'S. Casey Bowers', written over a horizontal line.

S. Casey Bowers



Greater DuBois Area Builders Association

118 W. Long Ave. • Suite 205-E
P.O. Box 664 • DuBois, PA 15801
Fax (814) 371-8874



(814) 371-8088

www.duboisbuilders.com
gdaba@earthlink.net

November 22, 2004

Mr. Chris Downer
20 South State Street
DuBois, PA 15801

Dear Mr. Downer

After the on-site review of your concerns with the work of Reliable Construction at your location, the committee has reached the following determination:

The main problem is one of elevation for drainage. The standing water should be pumped out and place gravel along the foundation base to a dry well location. Install French drain pipe to daylight, to be covered with filter fabric, stone and back fill with existing soil.

The inside should be backfilled (with fill dirt) from the existing surrounding soil.

The damaged joist, above the door, should be spliced, to return it's integrity.

The siding damaged during the demolition of the old foundation should be touched up, sanded and recoated.

It is not possible to determine if the referenced foundation cracks were caused by the demolition or pre-existing. Regardless, we don't believe that they are cause for concern, due to the thickness of the stone foundation.

Since the chimney is unusable, without liners in it, we would suggest either shoring to support it as is or removal completely.

The condition of the driveway prior to the construction project is impossible to determine. We believe that any damage done during the project was unavoidable and the only remedy should be to clean and sweep any loose material and remove the collected material.

The cribbing material should be removed along with any other material remaining on-site.

EXHIBIT "1"

Page 2

We sincerely hope that you and Mr. Andres can both be reasonably satisfied with the outcome of this project after our review and the work is completed as outlined.

While renovation projects are the most difficult to complete without causing other problems, we believe that the suggested course of action is the best that can be achieved.

Sincerely,
G.D.A.B.A. Board of Directors

Jan Collet, President

Cc: File
Reliable Construction, Mr. Joe Andres

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100488
NO: 05-725-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CHRISTOPHER D. DOWNER and ANASTASIA M. DOWNER
vs.

DEFENDANT: RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC t/d/b/a RELIABLE
CONSTRUCTION

SHERIFF RETURN

NOW, May 20, 2005 AT 1:50 PM SERVED THE WITHIN COMPLAINT ON RELIABLE CONSTRUCTION
BUILDING AND REMODELING SERVICES, LLC t/d/b/a RELIABLE CONSTRUCTION DEFENDANT AT 153
TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KIM ANDRES, WIFE A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / COUDRIET

FILED
012:2961
MAY 25 2005

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BLAKLEY	4354	10.00
SHERIFF HAWKINS	BLAKLEY	4354	33.76

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,

Chester A. Hawkins
by Marilyn Harris

Chester A. Hawkins
Sheriff

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
	)	Type of Pleading: REPLY TO NEW MATTER &
Plaintiffs,	)	ANSWER TO COUNTERCLAIM
)	
v.	)	Filed on Behalf of: PLAINTIFFS
)	
RELIABLE CONSTRUCTION	)	Counsel of Record:
BUILDING AND REMODELING	)	BENJAMIN S. BLAKLEY, III
SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION	)	Supreme Court No. 26331
)	
Defendant.	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	DuBois, PA 15801
	)	(814) 371-2730

FILED ^{NO CC}
m/j:1564
JUN 10 2005 @GR

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a RELIABLE)	
CONSTRUCTION)	
)	
Defendant.)	

REPLY TO NEW MATTER & ANSWER TO COUNTERCLAIM

AND NOW come Plaintiffs, **CHRISTOPHER D. DOWNER and ANASTASIA M. DOWNER**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and replies to the Defendant's New Matter and Answers Defendant's Counterclaim as follows:

REPLY TO NEW MATTER

17. Requires no answer.
18. It is denied that the Plaintiffs, at any time, wrongfully excluded the Defendant's workers from the job site so as to prevent the Defendant from completing its work, and on the contrary, it is averred that the Plaintiffs requested that the Defendant not return to the job site after the Defendant had indicated its intent to move equipment onto the job site in order to fill in trenches which had been excavated in order to construct a French drain, the filling of

such ditches was intended to be performed prior to the completion of the French drain, thereby indicating to the Plaintiffs that the Defendant intended to breach its obligations under the September 17, 2004, contract, and intended to complete its obligations in an unworkmanlike manner.

19. It is denied that the Plaintiffs failed to take proper steps to mitigate their damages, and on the contrary, it is averred that the Plaintiffs continuously pumped water from the area affected by the Defendant's unworkmanlike conduct. Further, no further damages were caused over and above the damages which arose from the Defendant's breach of its obligations under the September 17, 2004, contract in failing to perform its duties in a good and workmanlike manner.

20. It is denied that Plaintiffs' driveway and parking area was ever in a state of disrepair before the Defendant entered onto the subject property, and on the contrary, it is averred that said driveway and parking area were in original and useable condition and were used on a daily basis by the Plaintiffs and those leasing from the Plaintiffs. Further, since the actions of the Defendant, the Plaintiffs and their tenants were unable to use the driveway and parking area in the manner in which it had been used prior to the Defendant's conduct.

21. It is admitted that, after the Defendant's excavation and removal of the existing rear basement wall, that the Defendant discovered that twelve courses of blocks, rather than the originally contracted eleven courses, would be necessary. Further, it is denied that the discovery of the discrepancy in the requirement of blocks was discovered after necessary

excavation by the Defendant, and on the contrary, it is averred that the excavation by the Defendant was not done in a good and workmanlike manner, thereby requiring the additional course of blocks.

22. It is admitted that Christopher Downer was advised of the requirement of an additional course of blocks rendered necessary by the failure of the Defendant to perform its work in a good and workmanlike manner. It is denied, however, that the Plaintiffs, at any time, agreed to make additional payment for the blocks, and on the contrary, it is averred that the Plaintiffs, at all times, demanded that the Defendant adhere to the terms of its original contract with the Plaintiffs.

23. Admitted.

24. Denied, and on the contrary, it is averred that the additional course of block was necessary due to the over-excavation of the then-existing wall at the rear of the Plaintiffs' structure. It is further denied that the route of the French drain system had to be modified to achieve the requisite slope, and on the contrary, it is averred that the Defendant, at no time, constructed a French drain system on the property of the Plaintiffs.

25. Admitted.

26. Admitted.

27. It is admitted that the Defendant offered to perform the work recommended by the Builders Association and that Plaintiffs refused the Defendant's offer, and on the contrary, it is averred that Defendant only offered to perform the work recommended by

the Builders Association if the Plaintiffs paid additional sums to the Defendant for the performance of said work, and the Plaintiffs refused to do so. It is further averred that the Plaintiffs, after discussions with its experts, determined that the recommendations of the Greater DuBois Area Builders Association were inadequate to complete the work upon the Plaintiffs' garage as had been anticipated in the parties' original contract.

28. It is admitted that the chimney referred to in Paragraphs 8 and 14 of the Plaintiffs' Complaint was nonfunctional. It is denied, however, that the removal of the chimney did not cause damage to the real property and that Plaintiffs' claims that such removal were without merit and bad faith, and on the contrary, it is averred that said chimney was an ornamental chimney and was removed and/or damaged without the consent of the Plaintiffs, and as such, caused damage to the real property as outlined in the Plaintiffs' Complaint.

WHEREFORE, Plaintiffs demand judgment in their favor and against the Defendant as set forth in Plaintiffs' Complaint.

ANSWER TO COUNTERCLAIM

Count I Breach of Written Contract

29. Requires no answer.

30. It is denied that, as per the September 17, 2004, contract, Plaintiffs are obligated to pay Defendant the sum of \$6,175.00, and on the contrary, it is averred that, due to the Defendant's breach of said contract of September 17, 2004, Plaintiffs had no further obligation to the Defendant for the payment of any sums.

31. Admitted; however, it is further averred that the Plaintiffs have refused to make further payments due to the breach by the Defendant of its obligation to perform its work in a good and workmanlike manner and therefore has breached its obligations under the September 17, 2004, contract.

32. Denied, and on the contrary, it is averred that the Plaintiffs excluded Defendant's workers from the job site after it became apparent to the Plaintiffs that the Defendant intended to breach its obligations under the September 17, 2004, contract by failing to install the French drains on the Plaintiffs' property and after the Plaintiffs had observed the poor workmanship of the Defendant in the performance of its obligations under the September 17, 2004, contract.

33. Denied for the reasons set forth in previous paragraphs, specifically, that the Defendants had breached its obligations under the September 17, 2004, contract by failing to perform its obligations in a good and workmanlike manner and failing to construct French drains upon the subject property.

WHEREFORE, Plaintiffs demand judgment in their favor and against the Defendant as set forth in Plaintiffs' Complaint.

Count I

Breach of Written Contract

34. Requires no answer.

35. It is denied that Plaintiffs agreed to pay any additional costs related to the Defendant's purchase and installation of an additional course of blocks, and on the contrary, it is averred that the Defendant's purchase and installation of the additional course of blocks were brought about by the Defendant's failure to perform its obligations and its excavation in a good and workmanlike manner.

36. After reasonable investigation, Plaintiffs are unable to determine the truth or falsity of the allegations contained in Paragraph 36 of the Defendant's Counterclaim and therefore deny the same and demand strict proof thereof at trial. To the extent that an answer is necessary, it is denied that the Plaintiffs are obligated to the Defendant in any manner for any costs involved in the installation of an additional course of blocks on the Plaintiffs' property for the reasons set forth in previous paragraphs.

37. It is denied that the Defendants installed said blocks in a good and workmanlike manner, and on the contrary, it is averred that all work performed by the Defendant on the Plaintiffs' property was done in a less than a good and workmanlike manner and was in breach of Defendant's obligations under the September 17, 2004, contract.

38. Admitted for the reasons set forth in the previous paragraphs.

39. It is denied that the Plaintiffs have breached any oral contract between the parties, and on the contrary, it is averred that no oral contract existed between the parties for the payment of any sums arising from the installation of additional courses of blocks on the subject property.

WHEREFORE, Plaintiffs demand judgment in their favor and against the Defendant as set forth in Plaintiffs' Complaint.

Replevin

40. Requires no answer.

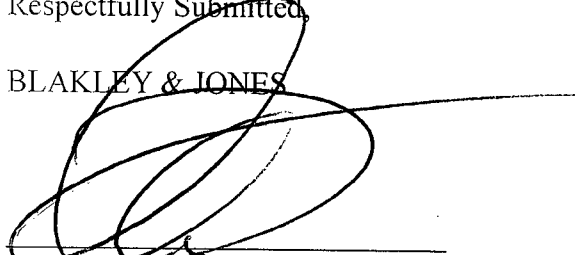
41. Admitted.

42. It is admitted that the cribbing timbers remain on the Plaintiffs' property; however, it is further averred that a number of said timbers are being used to support the Plaintiffs' building due to the failure of the Defendant to perform its work in a good and workmanlike manner and that the removal of the said timbers would risk a collapse of the Plaintiffs' structure due to said unworkmanlike construction by the Defendant.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court deny Defendant's request for an order of replevin.

Respectfully Submitted,

BLAKLEY & JONES

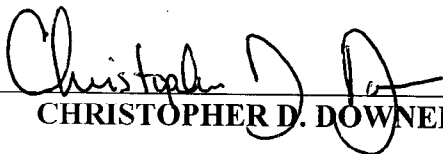


Benjamin S. Blakley, III
Attorney for Plaintiffs

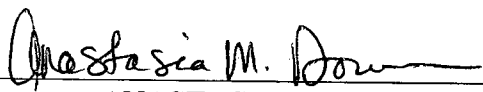
VERIFICATION

I, **CHRISTOPHER D. DOWNER** and **ANASTASIA M. DOWNER**, hereby state that we are the Plaintiffs in this action and verify that the statements made in the foregoing Reply to New Matter & Answer to Counterclaim are true and correct to the best of my knowledge, information, and belief. We understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 6/8/05


CHRISTOPHER D. DOWNER

Dated: 6-8-05


ANASTASIA M. DOWNER

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
	)	Type of Pleading:
Plaintiffs,	)	CERTIFICATE OF SERVICE
)	
v.	)	Filed on Behalf of: PLAINTIFFS
)	
RELIABLE CONSTRUCTION	)	Counsel of Record:
BUILDING AND REMODELING	)	BENJAMIN S. BLAKLEY, III
SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION	)	Supreme Court No. 26331
)	
Defendant.	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	DuBois, PA 15801
	)	(814) 371-2730

FILED
m/11:15 AM NO CC
JUN 10 2005 @

William A. Shaw
Prothonotary/Clerk of Courts

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

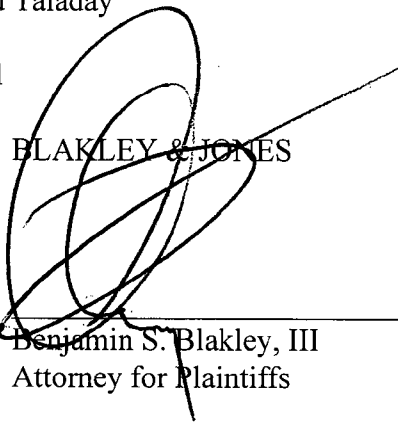
CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a RELIABLE)	
CONSTRUCTION)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a true and correct copy of Plaintiffs' Reply to New Matter & Answer to Counterclaim upon counsel for the Defendant on this 8th day of June, 2005, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

S. Casey Bowers, Esquire
Hanak, Guido and Taladay
498 Jeffers Street
DuBois PA 15801

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiffs

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

CIVIL TRIAL LISTING

CERTIFICATE OF READINESS (To be executed by Trial Counsel Only)		TO THE PROTHONOTARY DATE PRESENTED
CASE NUMBER 05-725-CD Date Complaint filed:	TYPE TRIAL REQUESTED <input type="checkbox"/> Jury <input type="checkbox"/> Non-jury <input checked="" type="checkbox"/> Arbitration	ESTIMATED TRIAL TIME <div style="text-align: center;">1/2 DAYS</div>

PLAINTIFF(S)

CHRISTOPHER D. DOWNER and ANASTASIA M. DOWNER ()

DEFENDANT(S)

RELIABLE CONSTRUCTION BUILDING AND REMODELING ()
 ADDITIONAL DEFENDANT(S) SERVICES, LLC, t/d/b/a RELIABLE
CONSTRUCTION

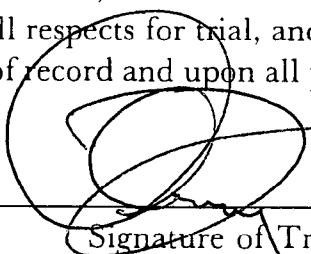
Check Block
 if a Minor
 is a Party
 to the Case

JURY DEMAND FILED BY: BENJAMIN S. BLAKLEY, III	DATE JURY DEMAND FILED:
--	--------------------------------

AMOUNT AT ISSUE \$ 10,860.00	CONSOLIDATION <input type="checkbox"/> Yes <input type="checkbox"/> No	DATE CONSOLIDATION ORDERED
--	--	-----------------------------------

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.



 Signature of Trial Counsel

FILED

m/d: 298/ Blakley
 DEC 07 2005 pd, 2000

William A. Shaw
 Prothonotary/Clerk of Courts

COUNSEL WHO WILL ACTUALLY TRY THE CASE

FOR THE PLAINTIFF BENJAMIN S. BLAKLEY, III, ESQUIRE	TELEPHONE NUMBER 814.371.2730
FOR THE DEFENDANT S. CASEY BOWERS, ESQUIRE	TELEPHONE NUMBER 814.371.7768
FOR ADDITIONAL DEFENDANT	TELEPHONE NUMBER

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs

vs.

No. 05-725-CD

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,
Defendants

PRAECIPE FOR WITHDRAWAL OF APPEARANCE

TO THE PROTHONOTARY:

Please withdraw my appearance on behalf of the Defendants in
the above captioned matter.

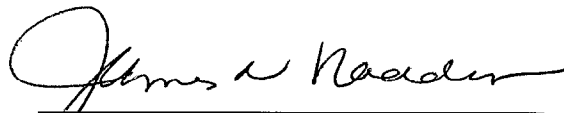
HANAK, GUIDO AND TALADAY, by:



S. Casey Bowers, Esq.

PRAECIPE FOR ENTRY OF APPEARANCE

Please enter my appearance on behalf of the Defendants in the
above captioned matter.


James A. Naddeo, Esq.

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,
Defendants.

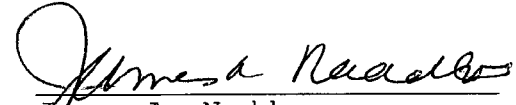
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* No. 05-725-CD
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CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Praecipe for Withdrawal and Entry of Appearance
was served on the following and in the following manner on the 9th
day of January, 2006:

First-Class Mail, Postage Prepaid

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801


James A. Naddeo
Attorney for Defendants

CA

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER

vs.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION

:
:
:
: No. 05-725-CD
:
:
:

FILED *lcc*
010:09/201 *CIA*
MAR 28 2006 *CK*

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 27th day of March, 2006, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, May 16, 2006 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

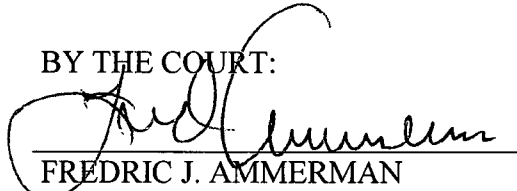
Girard Kasubick, Esquire, Chairman

Blaise Ferraracio, Esquire

Courtney L. Kubista, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form in enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Christopher Downer and Anastasia M. Downer

vs.

No. 2005-00725-CD

Reliable Construction Building and Remodeling Services, LLC
t/d/b/a Reliable Construction

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 16th day of May, 2006, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Girard Kasubick, Esq.

Blaise Ferraraccio, Esq.

Courtney L. Kubista, Esq.

Chairman

Sworn to and subscribed before me this
May 16, 2006

Prothonotary

FILED
MAY 16 2006
Notices to Atty.
Blakley
Maddie

William A. Shaw
Prothonotary/Clerk of Courts

AWARD OF ARBITRATORS

Now, this 16th day of MAY, 2006, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

The Plaintiff is awarded the sum of \$7860.00 plus costs and interest from the date of the award. On the Counterclaim the Defendant is awarded the cribbing timbers removed under the Replevin Action but zero dollars.

Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 16th day of May, 2006, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

By

Christopher Downer and
Anastasia M. Downer

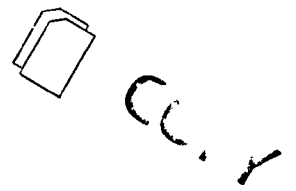
: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2005-00725-CD

:

Reliable Construction Building and Remodeling
Services, LLC t/d/b/a Reliable Construction



NOTICE OF AWARD

TO: BENJAMIN S. BLAKLEY, ESQ.
JAMES A. NADDEO, ESQ.

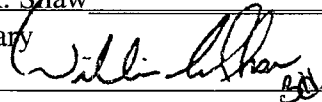
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 16, 2006, and have awarded:

The Plaintiff is awarded the sum of \$7,860.00 plus costs and interest from the date of the award. On the counterclaim the Defendant is awarded the cribbing timbers removed under the replevin action but zero dollars.

William A. Shaw

Prothonotary

By



May 16, 2006

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

CA

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

No. 05 - 725 - CD

Type of Pleading:

NOTICE OF APPEAL

Filed on behalf of:
DEFENDANT/APPELLANT

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 East Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED *Em*
MAY 26 2006
013155(2)
William A. Shaw
Prothonotary/Clerk of Courts
1 SENT TO ATTY

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

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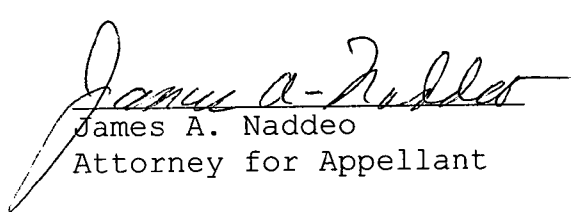
No. 05 - 725 - CD

NOTICE OF APPEAL FROM AWARD OF ARBITRATORS

TO THE PROTHONOTARY:

Notice is given that Defendant, Joseph Andres,
appeals from the award of the board of arbitrators entered
in this case on May 16, 2006.

I hereby certify that the compensation of the
arbitrators has been paid.


James A. Naddeo
Attorney for Appellant

[illegible]

Before me, the undersigned, personally appeared MR. JOSEPH ANDRES, who being duly sworn according to law, deposes and states that he is the sole owner of RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC t/d/b/a RELIABLE CONSTRUCTION, that he Appeals from the Award of Arbitration, dated May 16, 2006. He states further that this Appeal is not taken for purpose of delay, but because he believes an injustice has been done.

Reliable Construction Building and
Remodeling Services, LLC t/d/b/a
Reliable Construction.

By:

Joseph T. Curcio

Mr. Joseph Andres, Owner
Owner, Reliable Construction

SWORN and SUBSCRIBED before me this 26th day of May, 2006.

Linda C. Lewis

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Linda C. Lewis, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires July 25, 2007

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

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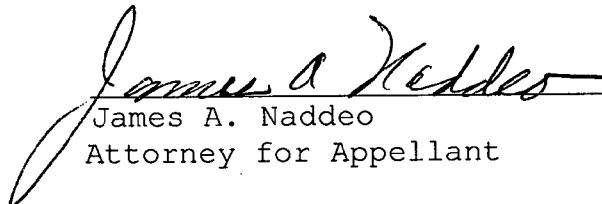
No. 05 - 725 - CD

Certificate of Service

We, Reliable Construction Building and Remodeling
Services, LLC, do hereby certify that copies of Appellant's
Notice of Appeal and Affidavit were served on the following
parties this 26th day of May, 2006:

First Class Mail, Postage Prepaid

Benjamin S. Blakley III, Esquire
90 Beaver Drive, Box 6
DuBois, PA 15801


James A. Naddeo
Attorney for Appellant

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER

vs.

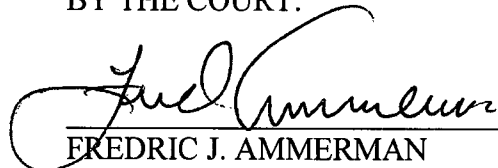
No. 05-725-CD

RELIABLE CONSTRUCTION BUILDING:
AND REMODELING SERVICES, LLC,
t/d/b/a RELIABLE CONSTRUCTION

ORDER

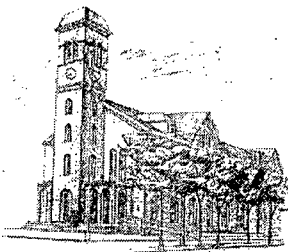
AND NOW, this 30th day of May, 2006, upon consideration of Defendant Joseph Andres' Notice of Appeal from Award of Arbitrators filed on May 16, 2006 by Attorney of Record James A. Naddeo, Esquire, it is the ORDER of the Court that the Court Administrator of Clearfield County is directed to place this matter on the Fall 2006 Civil Non-Jury Trial List.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED icc Atty's:
010:42.601 *Blakely*
MAY 31 2006 *Naddeo*

William A. Shaw
Prothonotary/Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 5/31/06

_____ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

CA

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs

vs.

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC
t/d/b/a RELIABLE CONSTRUCTION
Defendants

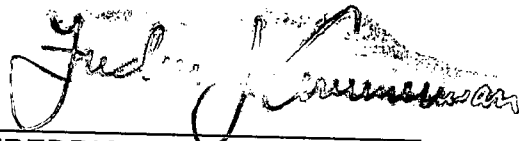
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NO. 05-725-CD

ORDER

NOW, this 8th day of September, 2006, it is the ORDER of this Court
that Non-Jury Trial is scheduled for one (1) day in the above-captioned matter on the
13th day of December 2006 commencing at 9:00 a.m. in Courtroom No. 1 of the
Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED rec Atty's:
09:37 Blakley
SEP 12 2006 Naddo

William A. Shaw
Prothonotary/Clerk of Courts

CR

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER
Plaintiffs,

V.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

No. 05 - 725 - CD

Type of Pleading:
AND ORDER
PETITION/TO WITHDRAW
AS COUNSEL

Filed on behalf of:
DEFENDANT

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 East Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED ^{2cc}
03:45 PM Amy Naddo
DEC 04 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER
Plaintiffs,

vs.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

No. 05 - 725 - CD

FILED 2CC
01/03/2007 Atty Naddeo
DEC 06 2006

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 5th day of December, 2006, upon
consideration of the forgoing Petition, it is hereby ordered that:

(1) a rule is hereby issued upon Respondent, Reliable
Construction Building and Remodeling Services, LLC, t/d/b/a
Reliable Construction, to Show Cause why the Petitioner, James A.
Naddeo, is not entitled to the relief requested;

(2) the Respondent shall file an answer to the petition
within twenty (20) days of service upon the Respondent;

(3) the petition shall be decided under Pa. R.C.P. No.
206.7;

(4) notice of the entry of this order shall be provided
to all parties by the Petitioner.

NOTICE

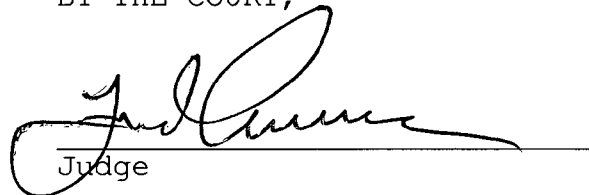
A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH
TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION,
YOU MUST TAKE ACTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY

OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY
SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH
AGAINST YOU AND SERVE A COPY ON THE ATTORNEY FOR PERSON FILING THE
PETITION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY
PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE
COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE
PETITIONER. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second & Market Street
CLEARFIELD, PA 16830
(814) 765-2641, Ext. 50-51

BY THE COURT,



Judge

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER
Plaintiffs,

vs.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

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No. 05 - 725 - CD

PETITION TO WITHDRAW AS COUNSEL

NOW COMES James A. Naddeo, Esquire, attorney of record for the Defendant, Reliable Construction Building and Remodeling Services, LLC, t/d/b/a Reliable Construction, and sets forth the following:


1. That Plaintiff's in the above-captioned action are Christopher D. and Anastasia M. Downer who currently reside in DuBois, Pennsylvania 15801.

2. That Defendant in the above-captioned action is Reliable Construction Building and Remodeling Services, LLC, t/d/b/a Reliable Construction whose address is 153 Treasure Lake, DuBois, Pennsylvania 15801.

3. That the Defendant through its agent, Joseph Andres, consulted your Petitioner on or about October 12, 2005, and requested that your Petitioner file pleadings on his behalf to the above-captioned term and number.

4. That the Defendant has been uncooperative in the preparation of his case for trial.

WHEREFORE, Petitioner respectfully requests Your Honorable Court to enter a Rule upon Defendant, Reliable Construction Building and Remodeling Services, LLC, t/d/b/a Reliable Construction, to show cause why Petitioner should not be allowed to withdraw as counsel.


James A. Naddeo, Esquire
Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA)

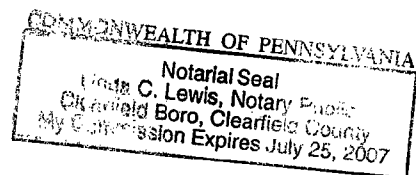
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Before me, the undersigned officer, personally appeared JAMES A. NADDEO, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

James A. Naddeo
James A. Naddeo

SWORN and SUBSCRIBED before me this 4th day of Dec., 2006.

Inda C Lewis



LNA

No. 05 - 725 - CD

* Type of Pleading:
*
* MOTION FOR CONTINUANCE
*
*
* Filed on behalf of:
* DEFENDANT
*
* Counsel of Record for
* this party:
*
*
* James A. Naddeo, Esq.
* Pa I.D. 06820
*
* 207 East Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED
0/10:45 am 2cc AAA Naddoo
DEC 05 2006 (JN)

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

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No. 05 - 725 - CD

MOTION FOR CONTINUANCE

TO THE HONORABLE JUDGE OF THE COURT:

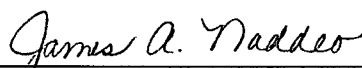
NOW COMES the Defendant, by its undersigned counsel, James A. Naddeo, Esquire, and hereby moves this Honorable Court for a continuance of the Trial and sets forth as follows:

1. That there is a pending application to withdraw as counsel filed in the above captioned case.

2. That opposing counsel consents to a continuance.

WHEREFORE, counsel for Defendant respectfully requests that the Trial be continued by the Court.

Respectfully submitted,



James A. Naddeo, Esquire
Attorney for Defendant

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER
Plaintiff,

v.

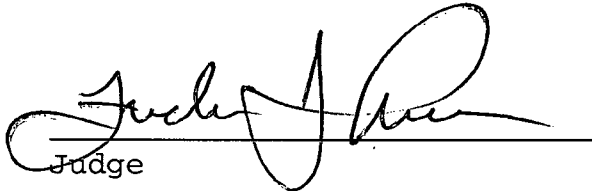
RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.


No. 05 - 725 - CD

O R D E R

AND NOW this 5th day of December, 2006,
upon consideration of the Motion for Continuance filed by
James A. Naddeo, attorney of record for Defendant, it is
the Order of this Court that the Trial presently scheduled
to be held in the Clearfield County Courthouse, Clearfield,
Pennsylvania on the 13th of December, 2006, at 9:00 o'clock
a.m. be continued.

BY THE COURT,


Judge

FILED ^{2cc}
^{019:41/84}
DEC 06 2006 ^{Any Naddeo}

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
	)	Type of Pleading:
Plaintiffs,	)	PRAECIPE
)	
v.	)	Filed on Behalf of: PLAINTIFFS
)	
RELIABLE CONSTRUCTION	)	Counsel of Record:
BUILDING AND REMODELING	)	BENJAMIN S. BLAKLEY, III
SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION	)	Supreme Court No. 26331
)	
Defendant.	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	DuBois, PA 15801
	)	(814) 371-2730

FILED *EW*
DEC 21 2006
m/10:55/w
William A. Shaw
Prothonotary/Clerk of Courts
1 CLERK TO ATTY

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

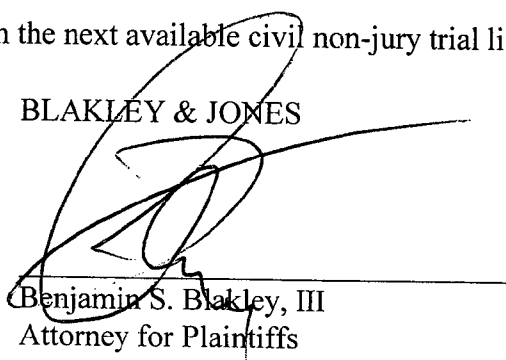
CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a RELIABLE)	
CONSTRUCTION)	
)	
Defendant.)	

PRAECIPE

TO: WILLIAM A. SHAW, PROTHONOTARY

Please place the above-captioned matter on the next available civil non-jury trial list

BLAKLEY & JONES

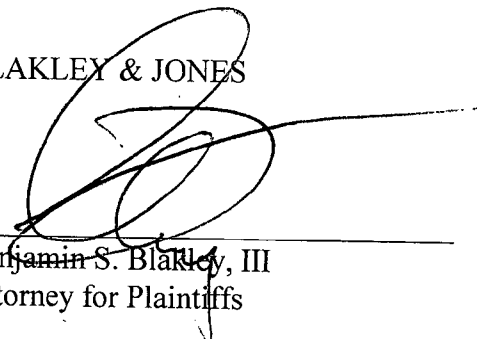

Benjamin S. Blakley, III
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a true and correct copy of the foregoing Praecipe upon counsel for the Defendant on this 19th day of December, 2006, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

James A. Naddeo, Esquire
207 East Market Street
Clearfield PA 16830
Attorney for Defendant

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiffs

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,
Defendants.

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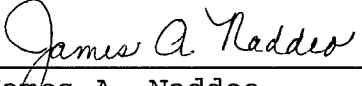
No. 05-725-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
copy of Praecipe to Withdraw was served on the following and in
the following manner on the 28th day of December, 2006:

First-Class Mail, Postage Prepaid

Reliable Construction
Attn: Joseph Andres
153 Treasure Lake
DuBois, PA 15801



James A. Naddeo
Attorney for Defendants

CA

[illegible]

No. 05 - 725 - CD

Type of Pleading:

Filed on behalf of:
Defendant

James A. Naddeo, Esq.
Pa I.D. 06820

207 East Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED ^{icc}
9/11/16/54 ^{Any video}
JAN 22 2007
68

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

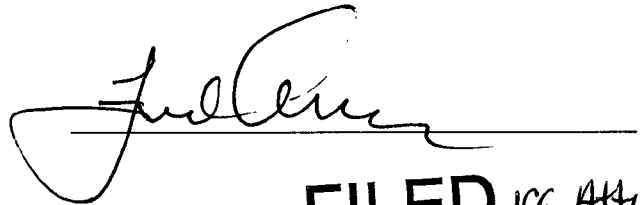
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No. 05 - 725 - CD

ORDER

NOW this 23 day of January, 2007, upon consideration of the Petition and Motion to Withdraw as Counsel filed by James A. Naddeo, Esquire, it appearing that a return date was set upon said Petition for January 17, 2007 and the Defendant having failed to file a response, it is the ORDER of this Court that James A. Naddeo, Esquire, be permitted to withdraw as counsel on behalf of the Defendant, Reliable Construction Building and Remodeling Services, LLC, t/d/b/a Reliable Construction. It is the further ORDER of this Court that a certified copy of this Order be directed to Reliable Construction by James A. Naddeo, Esquire.

BY THE COURT



FILED ICC AH4 Naddeo
0/10:17 am (6K)
JAN 23 2007

William A. Shaw
Prothonotary/Clerk of Courts

FILED: 1-23-07

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

JAN 23 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

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No. 05 - 725 - CD

MOTION TO MAKE RULE ABSOLUTE

NOW COMES your Petitioner, James A. Naddeo, Esquire, in
the above-captioned case and sets forth the following:

1. That a Petition to Withdraw as Counsel was filed in
the above-captioned action on December 4, 2007.

2. That Respondent, Reliable Construction Building and
Remodeling Services, LLC, t/d/b/a Reliable Construction, was
served with a certified copy of said Petition by letter dated
December 28, 2006.

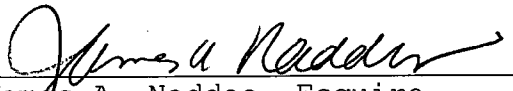
3. That a Certificate of Service was filed with the
Clearfield County Prothonotary on December 28, 2006.

4. That the Petition filed in this action contained a
Rule returnable on January 17, 2007.

5. That Petitioner has not been served with an Answer to his Petition to Withdraw as Counsel nor has any Answer been filed with the Clearfield County Prothonotary.

WHEREFORE, Petitioner respectfully requests your Honorable Court to enter an Order for Rule Absolute granting Petitioner's request to withdraw as counsel.

Respectfully submitted,


James A. Naddeo, Esquire

FILED 1cc
01/31 3764 Atty
JAN 23 2007
Copy to CIA
William A. Shaw
Notary/Clerk of Courts
(GW)

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER
Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION
Defendant.

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No. 05 - 725 - CD

PRAECIPE TO WITHDRAW APPEARANCE

TO THE PROTHONOTARY:

Please withdraw my Appearance on behalf of the
Defendant in the above captioned case.

NADDEO & LEWIS, LLC

James A. Naddeo
James A. Naddeo
Attorney for Defendant

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs

vs.


RELIABLE CONSTRUCTION BUILDING AND
REMODELING SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,
Defendant

NO. 05-725-CD

ORDER

AND NOW, this 9th day of April, 2007, it is the ORDER of this Court that the Pre-Trial Conference in the above matter shall be held on the **20th day of April, 2007 at 2:30 p.m. in Chambers.**

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

014:00:00
APR 09 2007

icc
Atty. Blakely

William A. Shaw
Prothonotary/Clerk of Courts

icc Def.-
153 Treasure Lake
DuBois, PA 15801

(GR)

FILED

APR 09 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/9/07

 You are responsible for serving all appropriate parties.

 X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

 X Defendant(s) Defendant(s) Attorney

 Special Instructions:

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs

Vs.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,
Defendant

No. 05-725-CD

Type of Pleading:

**PRAECIPE FOR ENTRY
OF APPEARANCE**

Filed on Behalf of:
DEFENDANT

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
190 West Park Avenue, Suite #5
DuBois, PA 15801
(814) 375-5598

FILED

APR 10 2007

012200/wn
William A. Shaw
Prothonotary/Clerk of Courts

2 Clerk p ATT

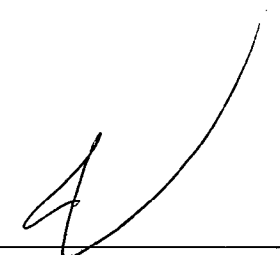
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CHRISTOPHER D. DOWNER and	:	No. 05-725-CD
ANASTASIA M. DOWNER,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
RELIABLE CONSTRUCTION	:	
BUILDING AND REMODELING	:	
SERVICES, LLC, t/d/b/a	:	
RELIABLE CONSTRUCTION,	:	
Defendant	:	

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendant in the above captioned matter.



Jeffrey S. DuBois, Esquire
190 West Park Avenue, Suite #5
DuBois, PA 15801

CA

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs

vs.

RELIABLE CONSTRUCTION BUILDING AND
REMODELING SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION,
Defendant

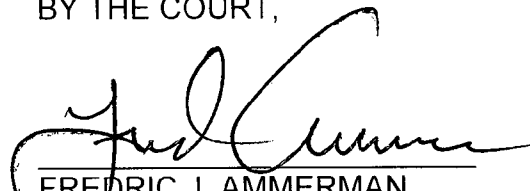
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NO. 05-725-CD

ORDER

NOW, this 20th day of April, 2007, following pre-trial conference with counsel for the parties as set forth above, it is the ORDER of this Court that a one day Non-Jury Trial is scheduled for August 7, 2007 commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

APR 24 2007

100A Hys:
Blakley
See Boyd
EX

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHRISTOPHER D. DOWNER and :
ANASTASIA M. DOWNER :

-VS-

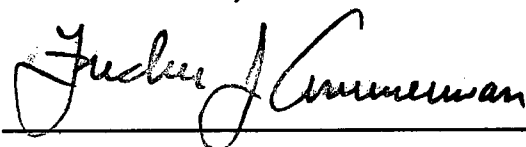
No. 05-725-CD

RELIABLE CONSTRUCTION :
BUILDING AND REMODELING :
SERVICES, LLC, t/d/b/a :
RELIABLE CONSTRUCTION :

O R D E R


AND NOW, this 7th day of August, 2007, following
the conclusion of non-jury trial, it is the ORDER of this
Court that counsel for both parties submit appropriate
letter brief to the Court within no more than twenty (20)
days from this date.

BY THE COURT,



President Judge

FILED *2cc*
0/3/11/51
AUG 08 2007 *Blakley*
DuBois

William A. Shaw
Prothonotary/Clerk of Courts 

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

CHRISTOPHER D. DOWNER and) NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)
) Type of Pleading:
Plaintiffs,) MOTION FOR EXTENSION OF TIME
)
v.) Filed on Behalf of: PLAINTIFFS
)
RELIABLE CONSTRUCTION) Counsel of Record:
BUILDING AND REMODELING) BENJAMIN S. BLAKLEY, III
SERVICES, LLC, t/d/b/a)
RELIABLE CONSTRUCTION) Supreme Court No. 26331
)
Defendant.) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

FILED 30c
013:24/51 Atty
AUG 22 2007 Blakley

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a RELIABLE)	
CONSTRUCTION)	
)	
Defendant.)	

ORDER

AND NOW, upon consideration of counsel for the Plaintiff's Motion for Extension of Time, it is the ORDER of this Court that the said Motion is hereby granted, and that briefs in the above-captioned matter shall be filed with the Court no later than September 17, 2007.

BY THE COURT,

8-22-07

FILED 3 cc
013:2432/Amj
AUG 22 2007 Blackley
William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a RELIABLE)	
CONSTRUCTION)	
)	
Defendant.)	

MOTION FOR EXTENSION OF TIME

AND NOW comes the Movant, **BENJAMIN S. BLAKLEY, III**, who moves this Honorable Court for an extension of time for filing briefs in the above-captioned matter, and in support thereof, the following is averred:

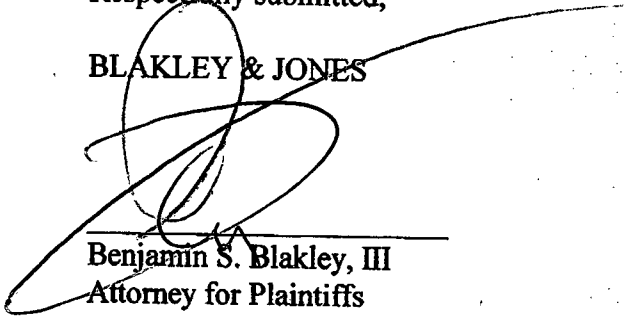
1. Movant is **BENJAMIN S. BLAKLEY, III**, attorney for the Plaintiffs, **CHRISTOPHER D. DOWNER and ANASTASIA M. DOWNER**.
2. A non-jury trial was held on August 7, 2007, before this Honorable Court.
3. At the conclusion of the non-jury trial, this Honorable Court ordered briefs from the parties to be filed with the Court no later than twenty (20) days from the date of the trial.
4. Due to a heavy case load and numerous Court appearances, Movant has found it necessary to request additional time for the preparation of the said brief.

5. Movant has contacted the attorney for the Defendant, Jeffrey S. DuBois, who has indicated that he has no opposition to this request.

WHEREFORE, Movant respectfully requests this Honorable Court grant his motion and grant to the Movant an additional twenty (20) days from August 27, 2007, in order to complete his brief in the above-captioned matter.

Respectfully submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiffs

VERIFICATION

I, **BENJAMIN S. BLAKLEY, III**, hereby state that I am counsel for the Plaintiffs in this action and verify that the statements made in the foregoing Motion for Extension of Time are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 8/22/07



BENJAMIN S. BLAKLEY, III

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a true and correct copy of the foregoing Motion for Extension of Time upon counsel for the Defendant on this 22nd day of August, 2007, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Jeffrey S. DuBois, Esquire
190 W. Park Avenue
Suite 5
DuBois PA 15801


BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiffs

1A

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs

vs.

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,
t/d/b/a RELIABLE CONSTRUCTION,
Defendant

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NO. 05-725-CD

FILED

SEP 19 2007

0 (9.00/100)
William A. Shaw
Prothonotary/Clerk of Courts

CERT TO

ATTY'S BLANKET


Du Bois

ORDER

NOW this 18th day of September, 2007, following non-jury trial in the above-captioned matter held on August 7, 2007 and receipt of the parties' briefs, it is the FINDING and ORDER of this Court as follows:

1. Defendant Reliable Construction (Defendant) breached its' construction contract with the Plaintiffs by performing work in a less than good and workmanlike manner;
2. Plaintiffs are hereby awarded the amount of Ten Thousand Eight Hundred Thirty Dollars (\$10,830.00) from the Defendant;
3. The Defendant's counterclaim is dismissed.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
	)	Type of Pleading:
Plaintiffs,	)	PRAECIPE TO ENTER JUDGMENT
)	
v.	)	Filed on Behalf of: PLAINTIFFS
)	
RELIABLE CONSTRUCTION	)	Counsel of Record:
BUILDING AND REMODELING	)	BENJAMIN S. BLAKLEY, III
SERVICES; LLC, t/d/b/a)	
RELIABLE CONSTRUCTION	)	Supreme Court No. 26331
)	
Defendant.	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	DuBois, PA 15801
	)	(814) 371-2730

FILED 3CC Atty &
011:30/51 statement
OCT 19 2007
Atty pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts
Notice to
Defts.
CR

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a RELIABLE)	
CONSTRUCTION)	
)	
Defendant.)	

PRAECIPE TO ENTER JUDGMENT

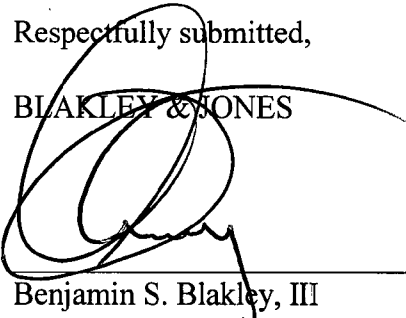
TO: WILLIAM A. SHAW, PROTHONOTARY

Please enter judgment in favor of Plaintiffs and against Defendant on the non-jury trial
verdict entered September 18, 2007, in the amount of \$10,830.00.

Respectfully submitted,

BLAKLEY & JONES

By:


Benjamin S. Blakley, III
Attorney for Plaintiffs

COPY

Defendant.

NO. 05 - 725 - CD

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$10,830.00 on October 19, 2007.

WILLIAM SHAW, PROTHONOTARY

BY:

William H. Hays, Deputy

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Christopher Downer
Anastasia M. Downer
Plaintiff(s)

No.: 2005-00725-CD

Real Debt: \$10,830.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Reliable Construction Building and Remodeling
Serv.; Reliable Construction
Defendant(s)

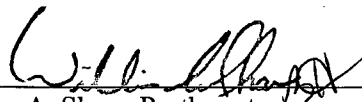
Entry: \$20.00

Instrument: Verdict Judgment

Date of Entry: October 19, 2007

Expires: October 19, 2012

Certified from the record this 19th day of October, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

FILED

NOV 19 2007

m/8:30 / W
William A. Shaw

Prothonotary/Clerk of Courts

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

1 Cent to
Att

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,

Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a RELIABLE
CONSTRUCTION

Defendant.

) NO. 05 - 725 - CD
)
) Type of Pleading:
) CERTIFICATE OF SERVICE
)
) Filed on Behalf of: PLAINTIFFS
)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

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

CHRISTOPHER D. DOWNER and)	
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
)	
v.)	
	)	NO. 05 - 725 - CD
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a RELIABLE)	
CONSTRUCTION)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I served a true and correct copy of Plaintiffs' Interrogatories in Aid of Execution upon counsel for the Defendant on this 16th day of November, 2007, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Jeffrey S. DuBois, Esquire
190 W. Park Avenue
Suite 5
DuBois, PA 15801


BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiffs

1/3
FILED

DEC 24 2007

m/8:30/6

William A. Shaw

Prothonotary/Clerk of Courts

3 cent to file

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,

Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a
RELIABLE CONSTRUCTION

Defendant.

) NO. 05 - 725 - CD

) Type of Pleading: PETITION TO COMPEL
) ANSWERS TO INTERROGATORIES

) Filed on Behalf of: PLAINTIFFS

) Counsel of Record:
) BENJAMIN S. BLAKLEY, III

) Supreme Court No. 26331

) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

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

CHRISTOPHER D. DOWNER and) NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)
)
Plaintiffs,)
)
v.)
)
RELIABLE CONSTRUCTION)
BUILDING AND REMODELING)
SERVICES, LLC, t/d/b/a RELIABLE)
CONSTRUCTION)
)
Defendant.)

FILED 3cc AH
0/2:00 am Blakley
JAN 02 2008 (GR)

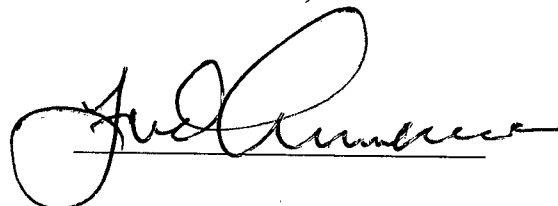
William A. Shaw
Prothonotary/Clerk of Courts

RULE TO SHOW CAUSE

AND NOW, this 31 day of December, 2007, upon consideration of the following Petition to Compel Answers to Interrogatories, it is the Order of this Court that a rule be issued upon Defendant, **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, to show cause why the prayer in said Petition should not be granted.

RULE RETURNABLE and hearing thereon to be held the 24th day of January, 2008, at 3:00 o'clock P.M., in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



DATE: 1-2-2008

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

JAN 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a RELIABLE)	
CONSTRUCTION)	
)	
Defendant.)	

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING RULE TO SHOW CAUSE BY ENTERING A WRITTEN APPEARANCE AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU, YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield PA 16830
(814) 765-2641, Ext. 5982

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
)	
v.)	
)	
RELIABLE CONSTRUCTION)	
BUILDING AND REMODELING)	
SERVICES, LLC, t/d/b/a RELIABLE)	
CONSTRUCTION)	
)	
Defendant.)	

PETITION TO COMPEL ANSWERS TO INTERROGATORIES

AND NOW, comes Petitioners, **CHRISTOPHER D. DOWNER and ANASTASIA M. DOWNER**, by and through their attorneys, **BLAKLEY & JONES**, who petition this Honorable Court to compel the Respondent, **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, to answer Interrogatories propounded by the Defendant. In support thereof the following is averred:

1. Petitioners are **CHRISTOPHER D. DOWNER and ANASTASIA M. DOWNER**, husband and wife, residing at 10 South State Street, DuBois, Clearfield County, Pennsylvania, 15801.
2. Respondent is **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, a limited

liability corporation with its registered place of business in Pennsylvania being at 153 Treasure Lake, DuBois, Clearfield County, Pennsylvania.

3. Petitioner and Respondent are parties to the above-captioned divorce action.

4. On November 16, 2007, Petitioners, through their attorneys, forwarded to the Respondent Interrogatories in Aid of Execution in order to discover information about the Respondent's asset in order to collect on the judgment which Petitioners have secured against the Respondent.

5. To date, Respondent has not voluntarily completed Petitioners' Interrogatories.

6. Pennsylvania Rule of Civil Procedure Rule Nos. 3117 and 4006 mandates the answering of written interrogatories within thirty (30) days after service.

7. Petitioners believe, and therefore aver, that an Order will be required by this Court in order to compel the Respondent to answer the Interrogatories propounded upon it by the Petitioners.

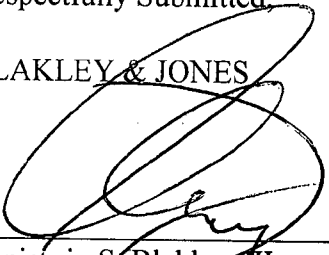
8. Petitioners have employed the firm of **BLAKLEY & JONES** to bring this Petition and will incur fees of \$500.00 for the bringing of this Petition.

WHEREFORE, Petitioners respectfully request that this Honorable Court grant their Petition and enter an Order compelling the Respondent, **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, to fully answer the Interrogatories in Aid of Execution propounded upon it

on November 16, 2007, within ten (10) days after the entry of the Order, and further, to pay to the Petitioners the sum of \$500.00, representing their attorney's fees for the bringing of this Petition.

Respectfully Submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiffs/Petitioners

VERIFICATION

I, **BENJAMIN S. BLAKLEY, III**, hereby state that I am counsel for the Plaintiffs/Petitioners in this action and verify that the statements made in the foregoing Petition to Compel Answers to Interrogatories are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 12/21/07



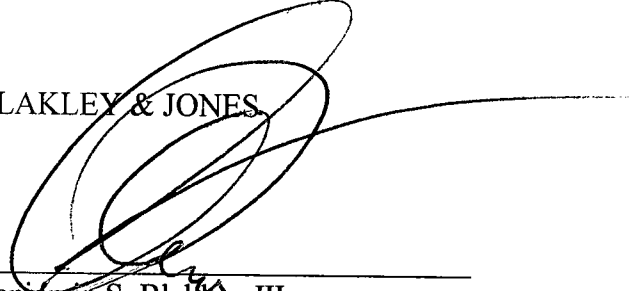
BENJAMIN S. BLAKLEY, III

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a true and correct copy of the foregoing Motion for Extension of Time upon counsel for the Defendant on this 21st day of December, 2007, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Jeffrey S. DuBois, Esquire
190 W. Park Avenue
Suite 5
DuBois PA 15801

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiffs/Petitioners

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

FILED

FEB 01 2008

01/12/30/08
William A. Shaw
Prothonotary/Clerk of Courts

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs

No. 05-725-CD

Type of Pleading:

Vs.

**STIPULATION AND
CONSENT ORDER**

RELIABLE CONSTRUCTION
BUILDING and REMODELING
SERVICES, LLC, t/d/b/a RELIABLE
CONSTRUCTION,

Filed on Behalf of:
DEFENDANT

Defendant

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
210 McCracken Run Road
DuBois, PA 15801
(814) 375-5598

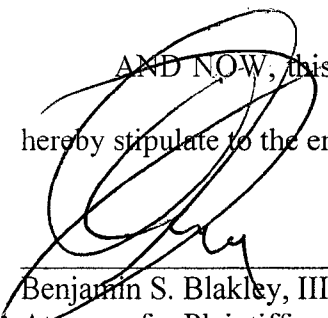
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Att
Down
(GK)

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

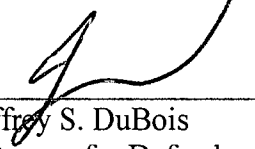
CHRISTOPHER D. DOWNER and	:	No. 05-725-CD
ANASTASIA M. DOWNER,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
RELIABLE CONSTRUCTION	:	
BUILDING and REMODELING	:	
SERVICES, LLC, t/d/b/a RELIABLE	:	
CONSTRUCTION,	:	
Defendant	:	

STIPULATION

AND NOW, this 23rd day of January, 2008, the parties, through their counsel,
hereby stipulate to the entry of the following consent Order:



Benjamin S. Blakley, III, Esquire
Attorney for Plaintiff



Jeffrey S. DuBois
Attorney for Defendant

CONSENT ORDER

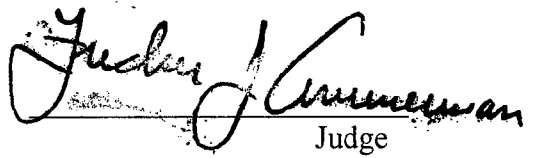
AND NOW, this 31st day of January, 2008, upon consideration of the following
Stipulation:

IT IS HEREBY ORDERED AND DECREED:

1. Defendant will produce answers to Plaintiff's Interrogatories in Aid of
Execution within ten (10) days from today's date.

2. In the event the Interrogatories are not completed by said date, Defendant shall be found in Contempt of Court and Plaintiff shall be entitled to, at a minimum, attorney fees.

BY THE COURT:


Judge

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs

Vs.

RELIABLE CONSTRUCTION
BUILDING and REMODELING
SERVICES, LLC, t/d/b/a RELIABLE
CONSTRUCTION,
Defendant

No. 05-725-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on Behalf of:
DEFENDANT

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
210 McCracken Run Road
DuBois, PA 15801
(814) 375-5598

FILED *ICC Atty Du Bois*
0/10:30 am
FEB 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

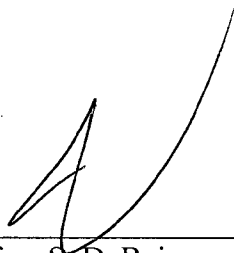
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CHRISTOPHER D. DOWNER and	:	No. 05-725-CD
ANASTASIA M. DOWNER,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
RELIABLE CONSTRUCTION	:	
BUILDING and REMODELING	:	
SERVICES, LLC, t/d/b/a RELIABLE	:	
CONSTRUCTION,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 4th day of February, 2008, I served a true and correct copy of the within Answers to Interrogatories by first class mail, postage prepaid, on the following:

Benjamin S. Blakley, III, Esquire
90 Beaver Drive, Box 6
DuBois, PA 15801



Jeffrey S. DuBois

GK

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
S & T BANK)	
614 Liberty Boulevard)	
DuBois, PA 15801,)	
)	
Garnishee Defendant.)	

PRAECIPE FOR WRIT OF EXECUTION

Please issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, Defendant in the above-captioned matter;
3. Against **S & T BANK**, Garnishee; and
4. Index this Writ against:
 - a. **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, Defendant; and
 - b. **S & T BANK**, Garnishee;
5. Amount due: \$ 10,830.00

6. Interest from 10/19/2007: \$ _____

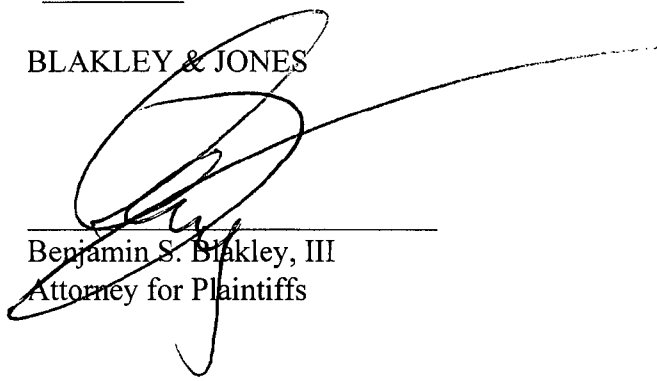
7. Costs: \$ _____

165.00

Prothonotary costs

Total: \$ _____

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiffs

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,

Plaintiffs,

v.

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,
t/d/b/a RELIABLE CONSTRUCTION

Defendant,

and

S & T BANK
614 Liberty Boulevard
DuBois, PA 15801,

Garnishee Defendant.

) NO. 05 - 725 - CD

) Type of Pleading:
) WRIT OF EXECUTION

) Filed on Behalf of: PLAINTIFFS

) Counsel of Record:
) BENJAMIN S. BLAKLEY, III

) Supreme Court No. 26331

) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
S & T BANK)	
614 Liberty Boulevard)	
DuBois, PA 15801,)	
)	
Garnishee Defendant.)	

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court and prove your exemption, you may lose some of your property.

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.

Daniel J. Nelson
Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641

COPY

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
S & T BANK)	
614 Liberty Boulevard)	
DuBois, PA 15801,)	
)	
Garnishee Defendant.)	

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: **SS.**
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, Defendants:

1. you are directed to levy upon the property of the Defendant and to sell their interest therein;
2. you are also directed to attach the property of the Defendants not levied upon in the possession of **S & T BANK** as Garnishee all accounts and to notify the garnishee that:
 - a. an attachment has been issued;


- b. the garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property of the Defendant or otherwise disposing thereof.
3. If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due: \$ 10,830.00

Interests from 10/19/2007: \$ _____

Costs: \$ _____
165.00 Prothonotary costs

Total: \$ _____



William A. Shaw, Sr., Prothonotary

DATE: 3/25/08

If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

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

CHRISTOPHER D. DOWNER and)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
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Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
S & T BANK)	
614 Liberty Boulevard)	
DuBois, PA 15801,)	
)	
Garnishee Defendant.)	

CLAIM FOR EXEMPTION

TO THE CLEARFIELD COUNTY SHERIFF:

I, the above-named Defendant, claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon,
 - a. I desire that my \$300 statutory exemption be:
 - i. set aside in kind (*specify property be set aside in kind*);
 - ii. paid in cash following the sale of the property levied upon; or
 - b. I claim the following exemption (*specify property and basis of exemption*):

2. From my property that is in the possession of a third party, I claim the following exemptions:

a. my \$300 statutory exemption: _____ in cash;
_____ in kind (*specify property*);

b. Social Security benefits on deposit in the amount of
\$ _____;

c. other (*specify amount and basis of exemption*).

I request a prompt Court hearing to determine the exemption. Notice of the hearing should be given to me at: _____

(*address and telephone number*)

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

Date: _____

Defendant

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:**

Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641

GK

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
CNB BANK)	
1 South Second Street)	
Clearfield PA 16830.)	
)	
Garnishee Defendant.)	

PRAECIPE FOR WRIT OF EXECUTION

Please issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, Defendant in the above-captioned matter;
3. Against **CNB BANK**, Garnishee; and
4. Index this Writ against:
 - a. **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, Defendant; and
 - b. **CNB BANK**, Garnishee;
5. Amount due: \$ 10,830.00

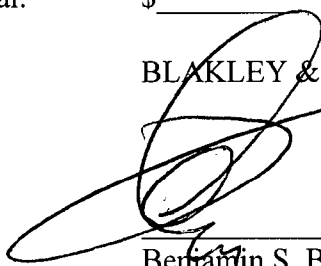
6. Interest from 10/19/2007: \$ _____

7. Costs: \$ _____
145.00

Prothonotary costs

Total: \$ _____

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiffs

COPY

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,

Plaintiffs,

v.

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,
t/d/b/a RELIABLE CONSTRUCTION

Defendant,

and

CNB BANK
1 South Second Street
Clearfield PA 16830,

Garnishee Defendant.

) NO. 05 - 725 - CD
)
) Type of Pleading:
) WRIT OF EXECUTION
)
) Filed on Behalf of: PLAINTIFFS
)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730
)
)
)
)

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

CHRISTOPHER D. DOWNER and)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
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Plaintiffs,)	
v.)	
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RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
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Defendant,)	
and)	
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CNB BANK)	
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Clearfield PA 16830,)	
)	
Garnishee Defendant.)	

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The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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Daniel J. Nelson
Court Administrator
Clearfield County Courthouse
230 E. Market Street
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(814) 765-2641

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

CHRISTOPHER D. DOWNER and)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
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RELIABLE CONSTRUCTION)	
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Defendant,)	
and)	
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CNB BANK)	
1 South Second Street)	
Clearfield PA 16830)	
)	
Garnishee Defendant.)	

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: **SS.**
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, Defendants:

1. you are directed to levy upon the property of the Defendant and to sell their interest therein;
2. you are also directed to attach the property of the Defendants not levied upon in the possession of **CNB BANK** as Garnishee all accounts and to notify the garnishee that:
 - a. an attachment has been issued;

- b. the garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property of the Defendant or otherwise disposing thereof.
3. If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

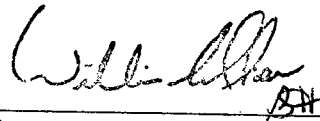
Amount due: \$ 10,830.00

Interests from 10/19/2007: \$ _____

Costs: \$ 145.00

Prothonotary costs

Total: \$ _____



William A. Shaw, Sr., Prothonotary

DATE: 3/25/08

If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
CNB BANK)	
1 South Second Street)	
Clearfield PA 16830,)	
)	
Garnishee Defendant.)	

CLAIM FOR EXEMPTION

TO THE CLEARFIELD COUNTY SHERIFF:

I, the above-named Defendant, claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon,
 - a. I desire that my \$300 statutory exemption be:
 - i. set aside in kind (*specify property be set aside in kind*);
 - ii. paid in cash following the sale of the property levied upon; or
 - b. I claim the following exemption (*specify property and basis of exemption*):

2. From my property that is in the possession of a third party, I claim the following exemptions:

a. my \$300 statutory exemption: _____ in cash;
_____ in kind (*specify property*);

b. Social Security benefits on deposit in the amount of
\$ _____;

c. other (*specify amount and basis of exemption*).

I request a prompt Court hearing to determine the exemption. Notice of the hearing should be given to me at: _____

(*address and telephone number*)

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

Date: _____

Defendant

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:**

Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,

Plaintiffs,

v.

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,
t/d/b/a RELIABLE CONSTRUCTION

Defendant,

and

CNB BANK
1 South Second Street
Clearfield, PA 16830,

Garnishee Defendant.

) NO. 05 - 725 - CD
)
)

) Type of Pleading:
) INTERROGATORIES TO
) GARNISHEE
)

) Filed on Behalf of: PLAINTIFFS
)

) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)

) Supreme Court No. 26331
)

) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730
)
)

FILED 2cc
MAR 10 10:50 AM 2008 Sheriff
(6P)
William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
CNB BANK)	
1 South Second Street)	
Clearfield, PA 16830,)	
)	
Garnishee Defendant.)	

INTERROGATORIES TO GARNISHEE

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

B. The term "Defendant(s)" means the individual(s) (or entities) against whom the Writ of Execution issued.

C. "You" means the main office and all branch offices of Timberland Federal Credit Union.

D. By service of the Writ of Execution upon you, all property of the Defendant(s) subject to attachment which was then in your possession, custody or control was attached, including all property of the Defendant(s) which comes into your possession thereafter.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served with these Interrogatories or any subsequent time, did you owe the Defendant(s) any money, were you liable to them on any negotiable or other written instrument, or did he (they) claim that you owed him(them) any money or were liable to them for any reason?

2. At the time you were served with these Interrogatories or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the Defendant(s)?

3. At the time you were served with these Interrogatories or at any subsequent time, did you hold legal title to any property of any nature owed solely or in part by the Defendant(s) or in which Defendant(s) held or claim any interest?

4. At the time you were served with these Interrogatories or at any subsequent time, did the Defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor?

5. At the time you were served with these Interrogatories, did you pay, transfer or deliver any money or property to the Defendant(s), to any person or place pursuant to Defendant(s)' direction, or otherwise discharge any claim of the Defendant(s) against you?

6. At the time you were served with these Interrogatories or at any subsequent time, did you have any safe deposit boxes, pledges, documents of title, securities, notes, coupons, receivables, collateral, checking, savings, tax, or other accounts or deposits in which Defendant(s) has (have) an interest?

7. At the time you were served with these Interrogatories or at any subsequent time, did you hold as fiduciary any property in which the Defendant(s) has (have) any interest?

8. At the time you were served with these Interrogatories or at any subsequent time, did you hold any Treasury Bill, repurchase Agreement or any other type of investment or commercial paper in which the Defendant(s) has (have) any interest?

9. At the time you were served with these Interrogatories or at any subsequent time, did you have property of the Defendant(s) or property in which he (they) has (have) any interest on deposit or otherwise in your possession, custody or control other than that property indicated in your answers to the previous Interrogatories?

10. Have you ever owed money to Defendant(s) or held any property belonging to Defendant(s)? If so, state when you either satisfied the debt or disposed of the property and in what manner, for what consideration, and to whom?

BLAKLEY & JONES

By:


Benjamin S. Blakley, III, Esquire
Attorney for Plaintiff

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,

Plaintiffs,

v.

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,
t/d/b/a RELIABLE CONSTRUCTION

Defendant,

and

S & T BANK
614 Liberty Boulevard
DuBois, PA 15801,

Garnishee Defendant.

) NO. 05 - 725 - CD
)
)

) Type of Pleading:
) INTERROGATORIES TO
) GARNISHEE
)

) Filed on Behalf of: PLAINTIFFS
)

) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)

) Supreme Court No. 26331
)

) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730
)
)

FILED^{2cc}
MAR 25 2008 Sheriff
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
S & T BANK)	
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DuBois, PA 15801,)	
)	
Garnishee Defendant.)	

INTERROGATORIES TO GARNISHEE

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C. "You" means the main office and all branch offices of Timberland Federal Credit Union.

D. By service of the Writ of Execution upon you, all property of the Defendant(s) subject to attachment which was then in your possession, custody or control was attached, including all property of the Defendant(s) which comes into your possession thereafter.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served with these Interrogatories or any subsequent time, did you owe the Defendant(s) any money, were you liable to them on any negotiable or other written instrument, or did he (they) claim that you owed him(them) any money or were liable to them for any reason?

2. At the time you were served with these Interrogatories or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the Defendant(s)?

3. At the time you were served with these Interrogatories or at any subsequent time, did you hold legal title to any property of any nature owed solely or in part by the Defendant(s) or in which Defendant(s) held or claim any interest?

4. At the time you were served with these Interrogatories or at any subsequent time, did the Defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor?

5. At the time you were served with these Interrogatories, did you pay, transfer or deliver any money or property to the Defendant(s), to any person or place pursuant to Defendant(s)' direction, or otherwise discharge any claim of the Defendant(s) against you?

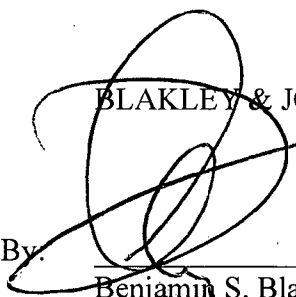
6. At the time you were served with these Interrogatories or at any subsequent time, did you have any safe deposit boxes, pledges, documents of title, securities, notes, coupons, receivables, collateral, checking, savings, tax, or other accounts or deposits in which Defendant(s) has (have) an interest?

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9. At the time you were served with these Interrogatories or at any subsequent time, did you have property of the Defendant(s) or property in which he (they) has (have) any interest on deposit or otherwise in your possession, custody or control other than that property indicated in your answers to the previous Interrogatories?

10. Have you ever owed money to Defendant(s) or held any property belonging to Defendant(s)? If so, state when you either satisfied the debt or disposed of the property and in what manner, for what consideration, and to whom?

By.  BLAKLEY & JONES
Benjamin S. Blakley, III, Esquire
Attorney for Plaintiff

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs

No. 2005-725-CD

vs.

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.
t/d/b/a RELIABLE CONSTRUCTION,
Defendant

and

CNB Bank, formerly
County National Bank,
Garnishee

FILED *no cc*
d/o: 06/1
APR 03 2008
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

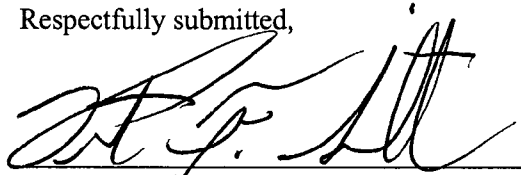
I, Peter F. Smith, attorney for CNB Bank, formerly County National Bank, in the above-captioned matter, hereby certify that I served the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U. S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendant by U.S. Certified Mail as follows:

U. S. FIRST CLASS MAIL
Benjamin S. Blakley, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

CERTIFIED MAIL
Joseph W. Andres d/b/a Reliable Construction
153 Treasure Lake
DuBois, PA 15801

Date: April 1, 2008

Respectfully submitted,


Peter F. Smith, Esquire
Attorney for the Garnishee
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiffs

No. 2005-725-CD

vs.

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.
t/d/b/a RELIABLE CONSTRUCTION,
Defendant

and

CNB Bank, formerly
County National Bank,
Garnishee

GARNISHEE'S ANSWERS TO INTERROGATORIES

COMES NOW, CNB Bank, formerly County National Bank, by its attorney,
Peter F. Smith, who answers the Interrogatories as follows:

1. Yes, Defendant Reliable Construction maintained Checking Account No. 2102077 with CNB Bank. The balance in this account on the date the Writ was served on CNB was \$18,948.62. Note that this account is subject to CNB's standard fee of \$150.00 for responding to this garnishment.
2. No.
3. No.
4. No.
5. No.
6. No.
7. No.
8. No.
9. No.
10. No.

Date: 4/1/08



Peter F. Smith, Esquire
Attorney for the Garnishee
Attorney I.D. # 34291
30 S. 2nd St., P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

VERIFICATION

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

CNB Bank

Dated: 4-1-08

By: Kimberly M. Olson
Kimberly M. Olson,
Records and Research

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103945

NO: 05-725-CD

SERVICE # 1 OF 2

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

PLAINTIFF: CHRISTOPHER D. DOWNER and ANASTASIA M. DOWNER

vs.

DEFENDANT: RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES LLC t/d/b/a

TO: S&T BANK and CNB BANK, Garnishees

SHERIFF RETURN

NOW, March 31, 2008 AT 9:40 AM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON S & T BANK, Garnishee DEFENDANT AT 614 LIBERTY BLVD., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAN BARONICK, VICE PRESIDENT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

FILED
01/21/08
APR 03 2008
William A. Shay
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103945

NO: 05-725-CD

SERVICE # 2 OF 2

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

PLAINTIFF: CHRISTOPHER D. DOWNER and ANASTASIA M. DOWNER

vs.

DEFENDANT: RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES LLC t/d/b/a

TO: S&T BANK and CNB BANK, Garnishees

SHERIFF RETURN

NOW, March 31, 2008 AT 2:20 PM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON CNB BANK, Garnishee DEFENDANT AT 1 SOUTH SECOND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CINDY PEARCE, RECEPTIONIST A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103945

NO: 05-725-CD

SERVICES 2

WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: CHRISTOPHER D. DOWNER and ANASTASIA M. DOWNER

vs.

DEFENDANT: RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES LLC t/d/b/a

TO: S&T BANK and CNB BANK, Garnishees

SHERIFF RETURN

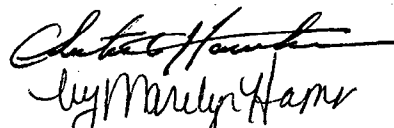
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BLAKLEY	4631	20.00
SHERIFF HAWKINS	BLAKLEY	4631	50.10

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

William L. Bane
Prothonotary/
Clerk of Courts

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
S & T BANK)	
614 Liberty Boulevard)	
DuBois, PA 15801,)	
)	
Garnishee Defendant.)	

PRAECIPE FOR WRIT OF EXECUTION

Please issue Writ of Execution in the above matter:

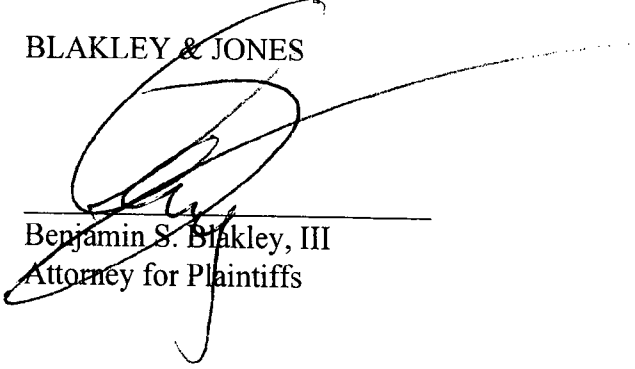
1. Directed to the Sheriff of Clearfield County;
2. Against **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, Defendant in the above-captioned matter;
3. Against **S & T BANK**, Garnishee; and
4. Index this Writ against:
 - a. **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, Defendant; and
 - b. **S & T BANK**, Garnishee;
5. Amount due: \$ 10,830.00

6. Interest from 10/19/2007: \$ _____

7. Costs: \$ _____

Total: \$ _____ 1165.00 Prothonotary costs

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiffs

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
S & T BANK)	
614 Liberty Boulevard)	
DuBois, PA 15801,)	
)	
Garnishee Defendant.)	

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: **SS.**
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, Defendants:

1. you are directed to levy upon the property of the Defendant and to sell their interest therein;
2. you are also directed to attach the property of the Defendants not levied upon in the possession of **S & T BANK** as Garnishee all accounts and to notify the garnishee that:
 - a. an attachment has been issued;

- b. the garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property of the Defendant or otherwise disposing thereof.
3. If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due: \$ 10,830.00

Interests from 10/19/2007: \$ _____

Costs: \$ _____
165.00 Prothonotary costs

Received this writ this 25 day Total: \$ _____
of MARCH A.D. 2008
At 3:00 A.M. / P.M.

Chute A. Hawkins
Sheriff by Mary Harris

William A. Shaw, Sr.
William A. Shaw, Sr., Prothonotary

DATE: 3/25/08

If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
CNB BANK)	
1 South Second Street)	
Clearfield PA 16830)	
)	
Garnishee Defendant.)	

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: **SS.**
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, Defendants:

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2. you are also directed to attach the property of the Defendants not levied upon in the possession of **CNB BANK** as Garnishee all accounts and to notify the garnishee that:
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Amount due: \$ 10,830.00

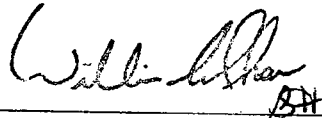
Interests from 10/19/2007: \$ _____

Costs: \$ _____

145.00

Prothonotary costs

Total: \$ _____





William A. Shaw, Sr., Prothonotary

DATE: 3/25/08

Received this writ this 25 day

of MAYEN A.D. 2008

At 3:00 A.M./P.M.


Sheriff 

If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
CNB BANK)	
1 South Second Street)	
Clearfield PA 16830)	
)	
Garnishee Defendant.)	

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: **SS.**
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against **RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, t/d/b/a RELIABLE CONSTRUCTION**, Defendants:

1. you are directed to levy upon the property of the Defendant and to sell their interest therein;
2. you are also directed to attach the property of the Defendants not levied upon in the possession of **CNB BANK** as Garnishee all accounts and to notify the garnishee that:
 - a. an attachment has been issued;

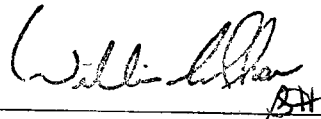
- b. the garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property of the Defendant or otherwise disposing thereof.
3. If property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due: \$ 10,830.00

Interests from 10/19/2007: \$ _____

Costs: \$ 145.00 Prothonotary costs

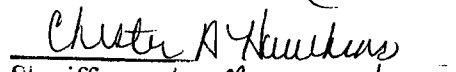

Total: \$ _____



William A. Shaw, Sr., Prothonotary

DATE: 3/25/08

Received this writ this 25 day
of March A.D. 2008
At 3:00 P.M.


Sheriff 

If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Civil Division - Law

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiff

v.

No. 05 - 725- C.D.

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,
t/d/b/a RELIABLE CONSTRUCTION,
Defendant

and

S & T BANK,
Garnishee

Type of Pleading:
Answers to Interrogatories

Filed on Behalf of:
S & T Bank, Garnishee

Counsel of Record for this Party:
H. John Drayer, Esquire
I.D. No.: 32149
POPE, DRAYER AND ASSOCIATES
10 Grant Street
Clarion, PA 16214
(814) 226-5700

FILED No CC
m/11/08/01
APR 10 2008 (GK)

William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and	)	NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)	
)	
Plaintiffs,)	
v.)	
)	
RELIABLE CONSTRUCTION BUILDING)	
AND REMODELING SERVICES, LLC, t/d/b/a)	
RELIABLE CONSTRUCTION)	
)	
Defendant,)	
and)	
)	
S & T BANK)	
614 Liberty Boulevard)	
DuBois, PA 15801,)	
)	
Garnishee Defendant.)	

INTERROGATORIES TO GARNISHEE

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

B. The term "Defendant(s)" means the individual(s) (or entities) against whom the Writ of Execution issued.

C. "You" means the main office and all branch offices of Timberland Federal Credit Union.

D. By service of the Writ of Execution upon you, all property of the Defendant(s) subject to attachment which was then in your possession, custody or control was attached, including all property of the Defendant(s) which comes into your possession thereafter.

ANSWERS TO
INTERROGATORIES IN ATTACHMENT

1. At the time you were served with these Interrogatories or any subsequent time, did you owe the Defendant(s) any money, were you liable to them on any negotiable or other written instrument, or did he (they) claim that you owed him(them) any money or were liable to them for any reason?

Defendant has only one account with Garnishee, which is a "Business Checking Account" - Account # 3001203110 with a balance on March 31, 2008 of \$262.05. No "Freeze/Hold" was placed on the account because the account balance is less than the statutory exemption.

2. At the time you were served with these Interrogatories or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the Defendant(s)? See Answer to Interrogatory Number 1.

3. At the time you were served with these Interrogatories or at any subsequent time, did you hold legal title to any property of any nature owed solely or in part by the Defendant(s) or in which Defendant(s) held or claim any interest? No.

4. At the time you were served with these Interrogatories or at any subsequent time, did the Defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor? No.

5. At the time you were served with these Interrogatories, did you pay, transfer or deliver any money or property to the Defendant(s), to any person or place pursuant to Defendant(s)' direction, or otherwise discharge any claim of the Defendant(s) against you? No.

6. At the time you were served with these Interrogatories or at any subsequent time, did you have any safe deposit boxes, pledges, documents of title, securities, notes, coupons, receivables, collateral, checking, savings, tax, or other accounts or deposits in which Defendant(s) has (have) an interest? No.


7. At the time you were served with these Interrogatories or at any subsequent time, did you hold as fiduciary any property in which the Defendant(s) has (have) any interest? No.

8. At the time you were served with these Interrogatories or at any subsequent time, did you hold any Treasury Bill, repurchase Agreement or any other type of investment or commercial paper in which the Defendant(s) has (have) any interest? No.

9. At the time you were served with these Interrogatories or at any subsequent time, did you have property of the Defendant(s) or property in which he (they) has (have) any interest on deposit or otherwise in your possession, custody or control other than that property indicated in your answers to the previous Interrogatories? See Answer to Interrogatory Number 1.

10. Have you ever owed money to Defendant(s) or held any property belonging to Defendant(s)? If so, state when you either satisfied the debt or disposed of the property and in what manner, for what consideration, and to whom? No.

POPE, DRAYER AND ASSOCIATES



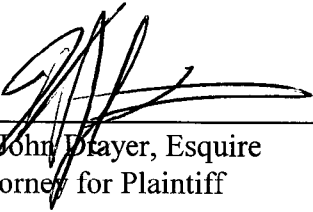
H. John Drayer, Esquire
I.D. #132149
10 Grant Street
Clarion, PA 16214
(814) 226-5700

VERIFICATION

I, H. John Drayer, Esquire, hereby make this Verification, and verify that I am the attorney for S & T Bank, that I am authorized to make this verification on its behalf, and that the averments of facts contained in the foregoing "Answers To Interrogatories ", are true and correct based on knowledge and information supplied to me. I understand that the averments of fact in said document are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities. Original Verification of Petitioner is available upon request.

Date: _____

4/8/08



H. John Drayer, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
Civil Division - Law

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,
Plaintiff

v.

No. 05 - 725 - C.D.

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,
t/d/b/a RELIABLE CONSTRUCTION,
Defendant

and

S & T BANK,
Garnishee

CERTIFICATE OF SERVICE

I hereby certify that I did on April 8, 2008, serve a copy of Answers to Interrogatories by
certified and first class mail on the following people as evidenced by the attached.

Reliable Construction Building & Remodeling - Certified
d/b/a Reliable Construction Mail & regular First
c/o Joseph W. Andres Class Mail
153 Treasure Lake evidence attached hereto
DuBois, PA 15801

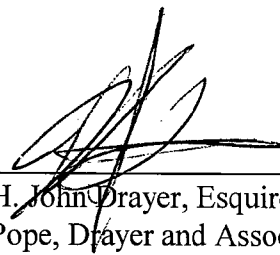
Benjamin S. Blakley, III, Esquire - regular U.S. First
Blakley & Jones Class Mail
90 Beaver Drive, Box 6
DuBois, PA 15801

S & T Bank - regular U.S. First Class Mail
ATTN: Wendy Pinchock, O.R.E.O. Specialist
456 Main Street
P.O. Box D
Brockway, PA 15824

FILED ^{NO CC}
MAY 19 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN WITNESS WHEREOF, I have signed this Certificate this 15th day of May,

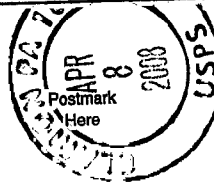
2008.



H. John Drayer, Esquire
Pope, Drayer and Associates
I.D. #32149
10 Grant Street
Clarion, Pennsylvania 16214
(814) 226-5700

7006 2760 0000 5636 3977

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com ®	
OFFICIAL USE	
Postage	\$ 1.31
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.11
Sent To <i>Reliable Construction</i> <i>Co. Joseph W. Andres</i> Street, Apt. No., or PO Box No. <i>153 Treasure Lake</i> City, State, ZIP+4 <i>DuBois, PA 15801</i>	
PS Form 3800, August 2006 See Reverse for Instructions	

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Reliable Construction Building & Remodeling
d/b/a Reliable Construction
Co. Joseph W. Andres
153 Treasure Lake
DuBois, PA 15801

2. Article Number

(Transfer from service label)

7006 2760 0000 5636 3977

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M 1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X William S. Galt☐ Agent☐ Address see

B. Received by (Printed Name)

WILLIAM GRAFT

C. Date of Delivery

*4-14-08*D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

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

CHRISTOPHER D. DOWNER and
ANASTASIA M. DOWNER,

Plaintiffs,

v.

RELIABLE CONSTRUCTION
BUILDING AND REMODELING
SERVICES, LLC, t/d/b/a RELIABLE
CONSTRUCTION

Defendant.

) NO. 05 - 725 - CD
)
) Type of Pleading: PRAECIPE TO
) SATISFY JUDGMENT
)
) Filed on Behalf of: PLAINTIFFS
)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

pr # 7.00 AHK
5 FILED ICC & ICRA at
m/11:12am Sat issued
MAR - 9 2009 to Atty Blakley
William A. Shaw
Prothonotary/Clerk of Courts

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

CHRISTOPHER D. DOWNER and	) NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)
)
Plaintiffs,)
)
v.)
)
RELIABLE CONSTRUCTION)
BUILDING AND REMODELING)
SERVICES, LLC, t/d/b/a RELIABLE)
CONSTRUCTION)
)
Defendant.)

PRAECIPE TO SATISFY JUDGMENT

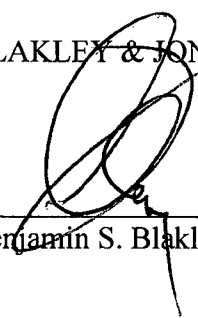
TO: WILLIAM A. SHAW, PROTHONOTARY

Please mark the judgment in the above-captioned matter as satisfied in favor of the Plaintiffs,

CHRISTOPHER D. DOWNER and ANASTASIA M. DOWNER.

Respectfully submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III

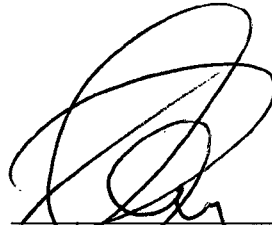
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CHRISTOPHER D. DOWNER and	) NO. 05 - 725 - CD
ANASTASIA M. DOWNER,)
)
Plaintiffs,)
)
v.)
)
RELIABLE CONSTRUCTION)
BUILDING AND REMODELING)
SERVICES, LLC, t/d/b/a RELIABLE)
CONSTRUCTION)
)
Defendant.)

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of the Praeipce to Satisfy Judgment in the above-captioned matter on counsel for the Defendant at the address shown below by first-class U.S. Mail on the _____ day of March, 2009:

Jeffrey S. DuBois, Esquire
210 McCracken Run Road
DuBois, PA 15801



Benjamin S. Blakley, III

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Q
C
C
Y

No.: 2005-00725-CD

Christopher Downer
Anastasia M. Downer

Debt: \$10,830.00

Vs.

Atty's Comm.:

Reliable Construction Building and
Remodeling Serv
Reliable Construction


Interest From:

CNB Bank S & T Bank

Cost: \$7.00

NOW, Monday, March 09, 2009 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 9th day of March, A.D. 2009.


Prothonotary

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

Plaintiff

v.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN
A/K/A TAMMY KIMBROUGH
A/K/A TAMMY POPE
105 ROBINSON STREET
DU BOIS, PA 15801

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2005-726-CO

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholic, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

FILED

MAY 19 2005

m/12:20/16

William A. Shaw
Prothonotary

2 CERT to SHAN

June 23, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw or
Deputy Prothonotary

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF
THE DEBT OR ANY PORTION THEREOF. IF
DEFENDANT(S) DO SO IN WRITING WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS
PLEADING, COUNSEL FOR PLAINTIFF WILL
OBTAIN AND PROVIDE DEFENDANT(S) WITH
WRITTEN VERIFICATION THEREOF;
OTHERWISE, THE DEBT WILL BE ASSUMED TO
BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS
PLEADING, COUNSEL FOR PLAINTIFF WILL
SEND DEFENDANT(S) THE NAME AND ADDRESS
OF THE ORIGINAL CREDITOR, IF DIFFERENT
FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT
UNTIL THE END OF THE THIRTY (30) DAY
PERIOD FOLLOWING FIRST CONTACT WITH
YOU BEFORE SUING YOU TO COLLECT THIS
DEBT. EVEN THOUGH THE LAW PROVIDES
THAT YOUR ANSWER TO THIS COMPLAINT IS
TO BE FILED IN THIS ACTION WITHIN TWENTY
(20) DAYS, YOU MAY OBTAIN AN EXTENSION OF
THAT TIME. FURTHERMORE, NO REQUEST
WILL BE MADE TO THE COURT FOR A
JUDGMENT UNTIL THE EXPIRATION OF THIRTY
(30) DAYS AFTER YOU HAVE RECEIVED THIS
COMPLAINT. HOWEVER, IF YOU REQUEST
PROOF OF THE DEBT OR THE NAME AND
ADDRESS OF THE ORIGINAL CREDITOR WITHIN
THE THIRTY (30) DAY PERIOD THAT BEGINS
UPON YOUR RECEIPT OF THIS COMPLAINT,
THE LAW REQUIRES US TO CEASE OUR
EFFORTS (THROUGH LITIGATION OR
OTHERWISE) TO COLLECT THE DEBT UNTIL
WE MAIL THE REQUESTED INFORMATION TO
YOU. YOU SHOULD CONSULT AN ATTORNEY
FOR ADVICE CONCERNING YOUR RIGHTS AND
OBLIGATIONS IN THIS SUIT.**

**IF YOU HAVE FILED BANKRUPTCY AND
RECEIVED A DISCHARGE, THIS IS NOT AN
ATTEMPT TO COLLECT A DEBT. IT IS AN
ACTION TO ENFORCE A LIEN ON REAL ESTATE.**

1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A., S/I/ TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

2. The name(s) and last known address(es) of the Defendant(s) are:

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN
A/K/A TAMMY KIMBROUGH
A/K/A TAMMY POPE
105 ROBINSON STREET
DU BOIS, PA 15801

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

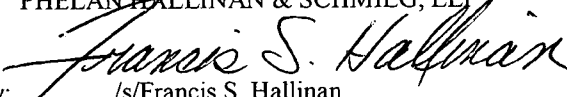
3. On 07/17/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORP. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No: 1952, Page: 424. By Assignment of Mortgage recorded 07/21/1998 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Book No.1952, Page 433.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/01/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$33,227.93
Interest	1,352.34
11/01/2004 through 05/17/2005 (Per Diem \$6.83)	
Attorney's Fees	1,250.00
Cumulative Late Charges	69.60
07/17/1998 to 05/17/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 36,449.87
Escrow	
Credit	0.00
Deficit	60.87
Subtotal	<u>\$ 60.87</u>
TOTAL	\$ 36,510.74

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 36,510.74, together with interest from 05/17/2005 at the rate of \$6.83 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece, or parcel of land situate, lying and being in the City of DuBois Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the Southwest corner of Lot No. 98 on North side of Robinson Street, thence by Lot No. 98, Northwest 150 feet to a post at Northeast corner of Lot No. 98 and land now or formerly of Reed and McCullough; thence by land now or formerly of Reed and McCullough, Northwest 50 feet to a post at Northwest corner of Lot No. 96; thence by Lot No. 96 Southeast 150 feet to a post at Southwest corner of Lot No. 96 and Robinson Street; thence by Robinson Street, Southwest 50 feet to a place of beginning.

CONTAINING 7,500 square feet, and known in the plan of the said Alfred Bell's Addition to the said City as Lot No. 97.

BEING A PART OF the same premises conveyed by deed of Raymond J. Sekula to Raymond C. Sekula and Joan M. Sekula, husband and wife, by deed dated August 10, 1995, and recorded in the Office of the Recorder of Clearfield County in Volume 1695, page 513. The said Raymond C. Sekula having died on September 13, 1997, thereby vesting sole title of the property in Joan M. Sekula, Joan M. Sekula has remained unmarried through the date of this conveyance.

PROPERTY BEING: 105 ROBINSON STREET

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsifications to authorities.



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 5/16/09

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **100494**

WASHINGTON MUTUAL BANK

Case # 05-726-CD

vs.

BRUCE L. PROVIN, JR. and TAMMY P. PROVIN a/k/a TAMMY KIMBROUGH
a/k/a TAMMY POPE

SHERIFF RETURNS

NOW June 14, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BRUCE L. PROVIN JR., DEFENDANT. SEVERAL ATTEMPTS, OVER/ROAD TRUCK DRIVER.

SERVED BY: /

FILED

019:40 BT
JUN 15 2005 @

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **100494**

WASHINGTON MUTUAL BANK

Case # 05-726-CD

vs.

BRUCE L. PROVIN, JR. and TAMMY P. PROVIN a/k/a TAMMY KIMBROUGH
a/k/a TAMMY POPE

SHERIFF RETURNS

NOW June 14, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TAMMY P. PROVIN AKA TAMMY KIMBROUGH AKA TAMMY POPE, DEFENDANT. SEVERAL ATTEMPTS, OVER/ROAD TRUCK DRIVER.

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **100494**

WASHINGTON MUTUAL BANK

Case # 05-726-CD

vs.

BRUCE L. PROVIN, JR. and TAMMY P. PROVIN a/k/a TAMMY KIMBROUGH
a/k/a TAMMY POPE

SHERIFF RETURNS

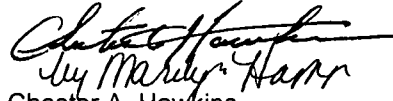
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PHELAN	428292	20.00
SHERIFF HAWKINS	PHELAN	428098	100.00

Sworn to Before me This

_____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

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BRUCE L. PROVIN, JR.
TAMMY P. PROVIN
A/K/A TAMMY KIMBROUGH
A/K/A TAMMY POPE
105 ROBINSON STREET
DU BOIS, PA 15801

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street

PO Box 18710
Harrisburg, PA 17108
800-692-7335

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

MAY 18 2005

Attest.

William L. Phelan
Prothonotary/
Clerk of Courts

We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
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OF THE ORIGINAL CREDITOR, IF DIFFERENT
FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT
UNTIL THE END OF THE THIRTY (30) DAY
PERIOD FOLLOWING FIRST CONTACT WITH
YOU BEFORE SUING YOU TO COLLECT THIS
DEBT. EVEN THOUGH THE LAW PROVIDES
THAT YOUR ANSWER TO THIS COMPLAINT IS
TO BE FILED IN THIS ACTION WITHIN TWENTY
(20) DAYS, YOU MAY OBTAIN AN EXTENSION OF
THAT TIME. FURTHERMORE, NO REQUEST
WILL BE MADE TO THE COURT FOR A
JUDGMENT UNTIL THE EXPIRATION OF THIRTY
(30) DAYS AFTER YOU HAVE RECEIVED THIS
COMPLAINT. HOWEVER, IF YOU REQUEST
PROOF OF THE DEBT OR THE NAME AND
ADDRESS OF THE ORIGINAL CREDITOR WITHIN
THE THIRTY (30) DAY PERIOD THAT BEGINS
UPON YOUR RECEIPT OF THIS COMPLAINT,
THE LAW REQUIRES US TO CEASE OUR
EFFORTS (THROUGH LITIGATION OR
OTHERWISE) TO COLLECT THE DEBT UNTIL
WE MAIL THE REQUESTED INFORMATION TO
YOU. YOU SHOULD CONSULT AN ATTORNEY
FOR ADVICE CONCERNING YOUR RIGHTS AND
OBLIGATIONS IN THIS SUIT.**

**IF YOU HAVE FILED BANKRUPTCY AND
RECEIVED A DISCHARGE, THIS IS NOT AN
ATTEMPT TO COLLECT A DEBT. IT IS AN
ACTION TO ENFORCE A LIEN ON REAL ESTATE.**

1. Plaintiff is

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

2. The name(s) and last known address(es) of the Defendant(s) are:

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN
A/K/A TAMMY KIMBROUGH
A/K/A TAMMY POPE
105 ROBINSON STREET
DU BOIS, PA 15801

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

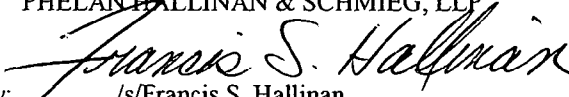
3. On 07/17/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORP. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No: 1952, Page: 424. By Assignment of Mortgage recorded 07/21/1998 the mortgage was Assigned To PLAINTIFF which Assignment is recorded in Assignment Of Mortgage Book No.1952, Page 433.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 12/01/2004 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$33,227.93
Interest	1,352.34
11/01/2004 through 05/17/2005 (Per Diem \$6.83)	
Attorney's Fees	1,250.00
Cumulative Late Charges	69.60
07/17/1998 to 05/17/2005	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 36,449.87
Escrow	
Credit	0.00
Deficit	60.87
Subtotal	<u>\$ 60.87</u>
TOTAL	\$ 36,510.74

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 36,510.74, together with interest from 05/17/2005 at the rate of \$6.83 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain piece, or parcel of land situate, lying and being in the City of DuBois Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the Southwest corner of Lot No. 98 on North side of Robinson Street, thence by Lot No. 98, Northwest 150 feet to a post at Northeast corner of Lot No. 98 and land now or formerly of Reed and McCullough; thence by land now or formerly of Reed and McCullough, Northwest 50 feet to a post at Northwest corner of Lot No. 96; thence by Lot No. 96 Southeast 150 feet to a post at Southwest corner of Lot No. 96 and Robinson Street; thence by Robinson Street, Southwest 50 feet to a place of beginning.

CONTAINING 7,500 square feet, and known in the plan of the said Alfred Bell's Addition to the said City as Lot No. 97.

BEING A PART OF the same premises conveyed by deed of Raymond J. Sekula to Raymond C. Sekula and Joan M. Sekula, husband and wife, by deed dated August 10, 1995, and recorded in the Office of the Recorder of Clearfield County in Volume 1695, page 513. The said Raymond C. Sekula having died on September 13, 1997, thereby vesting sole title of the property in Joan M. Sekula, Joan M. Sekula has remained unmarried through the date of this conveyance.

PROPERTY BEING: 105 ROBINSON STREET

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsifications to authorities.



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 5/16/09

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
11200 WEST PARKLAND AVE.
MILWAUKEE, WI 53224

Plaintiff

v.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN
A/K/A TAMMY KIMBROUGH
A/K/A TAMMY POPE
105 ROBINSON STREET
DU BOIS, PA 15801

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2005-726-CD

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

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

MAY 19 2005

MAY 19 2005

Attest.

William L. Phelan
Prothonotary/
Clerk of Courts

Attest.

William L. Phelan
Prothonotary/
Clerk of Courts

File #: 116119

**We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN**

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF
THE DEBT OR ANY PORTION THEREOF. IF
DEFENDANT(S) DO SO IN WRITING WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS
PLEADING, COUNSEL FOR PLAINTIFF WILL
OBTAIN AND PROVIDE DEFENDANT(S) WITH
WRITTEN VERIFICATION THEREOF;
OTHERWISE, THE DEBT WILL BE ASSUMED TO
BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS
PLEADING, COUNSEL FOR PLAINTIFF WILL
SEND DEFENDANT(S) THE NAME AND ADDRESS
OF THE ORIGINAL CREDITOR, IF DIFFERENT
FROM ABOVE.**

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A/K/A TAMMY POPE
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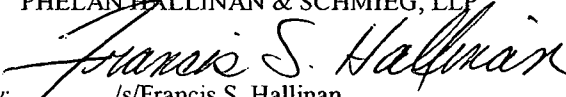
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WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 36,510.74, together with interest from 05/17/2005 at the rate of \$6.83 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: /s/Francis S. Hallinan
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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PROPERTY BEING: 105 ROBINSON STREET

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsifications to authorities.



Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 5/16/05

PHELAN HALLINAN & SCHMIEG LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A.,
S/I/I TO WASHINGTON MUTUAL HOME
LOANS, INC., F/K/A PNC MORTGAGE
CORP. OF AMERICA
Plaintiff

: COURT OF COMMON PLEAS

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

BRUCE L. PROVIN
TAMMY P. PROVIN A/K/A TAMMY
KIMBROUGH A/K/A TAMMY POPE

: NO. 2005-726-CD

Defendant(s)

FILED *no cc*
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JUL 01 2005 *SP*

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE OF COMPLAINT
BY MAIL PURSUANT TO COURT ORDER

I hereby certify that a true and correct copy of the Civil Action Complaint in Mortgage Foreclosure in the above captioned matter was sent by regular and certified mail, return receipt requested, to the following persons **BRUCE L. PROVIN** and **TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH A/K/A TAMMY POPE** at **105 ROBINSON STREET, DU BOIS, PA 15801**, on 6/29/05, in accordance with the Order of Court dated 6/24/05. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: June 29, 2005

Francis S. Hallinan
FRANCIS S. HALLINAN, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
Clearfield COUNTY, PENNSYLVANIA

Washington Mutual Bank, F.A., S/I/I to
Washington Mutual Home Loans, Inc.,
F/K/A PNC Mortgage Corp. of America

vs.

CIVIL DIVISION
NO. 2005-726-CD

Bruce L. Provin, Jr.
Tammy P. Provin A/K/A Tammy
Kimbrough A/K/A Tammy Pope

ORDER

AND NOW, this 24th day of June, 2005, upon

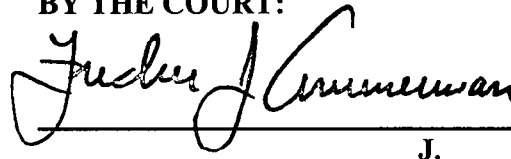
consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby

ORDERED and **DECREED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the
Complaint and all future pleadings on the above captioned Defendants, Bruce L. Provin, Jr. and
Tammy P. Provin A/K/A Tammy Kimbrough A/K/A Tammy Pope, by:

1. First class mail to Bruce L. Provin, Jr. and Tammy P. Provin A/K/A Tammy Kimbrough A/K/A Tammy Pope at the mortgaged premises located at 105 Robinson Street, Du Bois, PA 15801; and
2. Certified mail to Bruce L. Provin, Jr. and Tammy P. Provin A/K/A Tammy Kimbrough A/K/A Tammy Pope at the mortgaged premises located at 105 Robinson Street, Du Bois, PA 15801.

BY THE COURT:


J.

FILED

01 3:23 PM
JUN 24 2005

1cc
Amy Schmieg

William A. Shaw Copy to Shff
Prothonotary/Clerk of Courts

66

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Washington Mutual Bank, F.A., S/I/I to
Washington Mutual Home Loans, Inc.,
F/K/A PNC Mortgage Corp. of America

COURT OF COMMON PLEAS

vs.

CIVIL DIVISION

Clearfield COUNTY

Bruce L. Provin, Jr.
Tammy P. Provin A/K/A Tammy
Kimbrough A/K/A Tammy Pope

NO. 2005-726-CD

FILED *NO CC*
m 112301
JUN 23 2005 *GN*

William A. Shaw
Prothonotary/Clerk of Courts

MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendants, Bruce L. Provin, Jr. and Tammy P. Provin A/K/A Tammy Kimbrough A/K/A Tammy Pope, by first class mail and certified mail to the mortgaged premises, located at 105 Robinson Street, Du Bois, PA 15801, and in support thereof avers the following:

1. Attempts to serve Defendants, Bruce L. Provin, Jr. and Tammy P. Provin A/K/A Tammy Kimbrough A/K/A Tammy Pope, with the Complaint have been unsuccessful. The Sheriff of Clearfield County attempted to serve the Defendants at the mortgaged premises, 105 Robinson Street, Du Bois, PA 15801. As indicated by the Sheriff's Return of Service attached hereto as Exhibit "A", no service made after several attempts. The defendants are truck drivers.

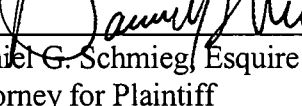
2. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendants. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "B".

3. Plaintiff has reviewed its internal records and has not been contacted by the Defendants as of June 20, 2005 to bring loan current.

4. Plaintiff submits that it has made a good faith effort to locate the defendants, but has been unable to do so.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by first class mail and certified mail.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: June 20, 2005

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **100494**

WASHINGTON MUTUAL BANK

Case # 05-726-CD

vs.

BRUCE L. PROVIN, JR. and TAMMY P. PROVIN a/k/a TAMMY KIMBROUGH
a/k/a TAMMY POPE

COPY

SHERIFF RETURNS

NOW June 14, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BRUCE L. PROVIN JR., DEFENDANT. SEVERAL ATTEMPTS, OVER/ROAD TRUCK DRIVER.

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **100494**

WASHINGTON MUTUAL BANK

Case # 05-726-CD

vs.

BRUCE L. PROVIN, JR. and TAMMY P. PROVIN a/k/a TAMMY KIMBROUGH
a/k/a TAMMY POPE

SHERIFF RETURNS

NOW June 14, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TAMMY P. PROVIN AKA TAMMY KIMBROUGH AKA TAMMY POPE, DEFENDANT. SEVERAL ATTEMPTS, OVER/ROAD TRUCK DRIVER.

SERVED BY: /

MKV, INC.
AFFIDAVIT OF GOOD FAITH INVESTIGATION

File Number: 425055
Attorney Firm: **PHELAN HALLINAN & SCHMIEG, LLP**
Subject: Bruce L. Provin, Jr. & Tammy P. Provin

Current Address: 105 Robinson Street, DuBois, PA 15801
Property Address: 105 Robinson Street, DuBois, PA 15801
Mailing Address: 105 Robinson Street, DuBois, PA 15801

I, Mary Scrocca, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:

- I. CREDIT INFORMATION
 - A. SOCIAL SECURITY NUMBER
Our search verified the following to be true and correct.
Bruce L. Provin, Jr. - 264-87-9615
Tammy P. Provin - 266-35-8710
 - B. EMPLOYMENT SEARCH
A review of the credit reporting agencies provided no employment information.
Bruce L. Provin, Jr. - not available
Tammy P. Provin - not available
 - C. INQUIRY OF CREDITORS
Our inquiry of creditors indicated that Bruce L. Provin, Jr. & Tammy P. Provin reside(s) at 105 Robinson Street, DuBois, PA 15801.
- II. INQUIRY OF TELEPHONE COMPANY
 - A. DIRECTORY ASSISTANCE SEARCH
On 4/27/05 our office contacted directory assistance which indicated that Bruce L. Provin, Jr. & Tammy P. Provin reside(s) at: 105 Robinson Street, DuBois, PA 15801. Our office made a telephone call to the mortgagor's phone number and received the following information: (814) 371-3780. Our office attempted to contact (814) 371-3780 on 4/27/05 @ 6:15 PM & 8:45 PM, 4/28/05 @ 8:15 AM & 2:30 PM and 4/29/05 @ 11:30 AM & 4:00 PM; each time we were connected to a fax machine.
- III. INQUIRY OF NEIGHBORS
On 4/29/05 our office contacted G. Burton (male) 101 Robinson Street, (814) 371-2964; he was able to verify that Bruce L. Provin, Jr. & Tammy P. Provin no longer reside(s) at: 105 Robinson Street, DuBois, PA 15801 and that the property is vacant; G. Burton verified that Bruce L. Provin, Jr. & Tammy P. Provin started a trucking business and do not have a permanent residence; he could not provide the name of their trucking business. On 4/29/05 our office contacted G. Rosio (female) 110 Robinson Street, (814) 371-4665; she could not confirm nor deny that Bruce L. Provin, Jr. & Tammy P. Provin reside(s) at 105 Robinson Street, DuBois, PA 15801.
- IV. ADDRESS INQUIRY
 - A. NATIONAL ADDRESS UPDATE
On 4/27/05 we reviewed the National Address database and found the following information, Bruce L. Provin, Jr. & Tammy P. Provin - 105 Robinson Street, DuBois, PA 15801.
 - B. ADDITIONAL ACTIVE MAILING ADDRESSES
Per our inquiry of creditors, the following is a possible mailing address: No addresses on file.
- V. DRIVING LICENSE INFORMATION
 - A. MOTOR VEHICLE & DMV OFFICE
Per the PA Department of Motor Vehicles, we were unable to obtain address information on Bruce L. Provin, Jr. & Tammy P. Provin.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 4/27/05 Vital Records and all public databases have no death record on file for Bruce L. Provin, Jr. & Tammy P. Provin.

B. COUNTY VOTER REGISTRATION

The Clearfield County Voter Registration was unable to confirm a registration for Bruce L. Provin, Jr. & Tammy P. Provin residing at: last registered address.

C. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.)

Our office conducted a search for public licenses and found the following:
No records on file.

VII. ADDITIONAL INFORMATION ON SUBJECT

A. DATE OF BIRTH

Bruce L. Provin, Jr. - 12/1963

Tammy P. Provin - 4/1961

B. A.K.A.

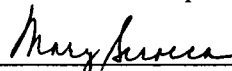
Tammy Pope, Tammy Kimbrough

***All accessible public databases have been checked and cross-referenced for the above-named individual(s).**

***Please be advised all database information indicates the subjects reside at the current address.**

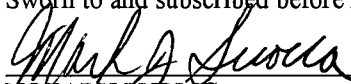
The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



AFFIANT Mary Scrocca
MKV, INC. President

Sworn to and subscribed before me this 29th day of April 2005


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Mark J. Scrocca, Notary Public
West Goshen Twp., Chester County
My Commission Expires Dec. 4, 2007

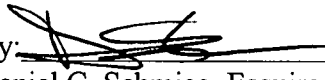
Member, Pennsylvania Association Of Notaries

VERIFICATION

Daniel G. Schmieg, Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to make this Affidavit, and that the statements made in the foregoing MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

The undersigned understands that the statements made are subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: June 20, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
11200 WEST PARKLAND AVENUE
MILWAUKEE, WI 53224

No.: 2005-726-CD

vs.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A
TAMMY KIMBROUGH A/K/A
TAMMY POPE
105 ROBINSON STREET
DU BOIS, PA 15801

FILED

m 11:44/61
AUG 15 2005

1009 Notice
to Defs.

Statement
to Atty

William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 20.00

**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter an in rem judgment in favor of the Plaintiff and against BRUCE L. PROVIN, JR. and TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH A/K/A TAMMY POPE, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$36,510.74
Interest (5/18/05 to 8/10/05)	<u>580.55</u>

TOTAL	\$37,091.29
--------------	--------------------

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

Daniel G. Schmieg

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: August 15, 2005

William A. Shaw

PRO PROTHY

PMB

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG, ESQUIRE
IDENTIFICATION NO. 62205
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BLVD., SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA

CLEARFIELD COUNTY

No.: 2005-726-CD

vs.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A
TAMMY KIMBROUGH A/K/A
TAMMY POPE

VERIFICATION OF NON-MILITARY SERVICE

DANIEL G. SCHMIEG, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant, BRUCE L. PROVIN, JR., is over 18 years of age, and resides at 105 ROBINSON STREET, DU BOIS, PA 15801 .

(c) that defendant, TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH A/K/A TAMMY POPE, is over 18 years of age, and resides at 105 ROBINSON STREET, DU BOIS, PA 15801.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.


DANIEL G. SCHMIEG, ESQUIRE

PHELAN, HALLINAN AND SCHMIEG
By: Francis S. Hallinan, Esq., Id. No. 62695
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A., S/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
Plaintiff

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

Vs.

: NO. 2005-726-CD

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH
A/K/A TAMMY POPE
Defendants

TO: BRUCE L. PROVIN, JR.
105 ROBINSON STREET
DU BOIS, PA 15801

DATE OF NOTICE: JULY 20, 2005

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

PHELAN, HALLINAN AND SCHMIEG
By: Francis S. Hallinan, Esq., Id. No. 62695
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A., S/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA
Plaintiff

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

Vs.

: NO. 2005-726-CD

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH
A/K/A TAMMY POPE
Defendants

**TO: TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH A/K/A TAMMY POPE
105 ROBINSON STREET
DU BOIS, PA 15801**

DATE OF NOTICE: JULY 20, 2005

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

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YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

PENNSYLVANIA LAWYER REFERRAL
SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

 COPY

WASHINGTON MUTUAL BANK, F.A., S/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA

No.: 2005-726-CD

Plaintiff

vs.


BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A
TAMMY KIMBROUGH A/K/A
TAMMY POPE

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on August 15, 2005.

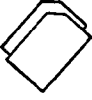
By: _____ DEPUTY

If you have any questions concerning this matter please contact:


DANIEL G. SCHMIEG, ESQUIRE
Attorney or Party Filing
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE
PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND SHOULD
NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY
ENFORCEMENT OF A LIEN AGAINST PROPERTY.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT


COPY

Washington Mutual Bank, F.A.
Washington Mutual Home Loans, Inc.
PNC Mortgage Corp. of America
Plaintiff(s)

No.: 2005-00726-CD

Real Debt: \$37,091.29

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Bruce L. Provin Jr.
Tammy P. Provin
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: August 15, 2005

Expires: August 15, 2010

Certified from the record this 15th day of August, 2005.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

PRAECIPE FOR WRIT OF EXECUTION--(MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180-3183

**WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA**

vs.

**BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A TAMMY
KIMBROUGH A/K/A TAMMY POPE**

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

No. 2005-726-CD

**PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due

\$37,091.29

Interest from 8/10/05 to
Date of Sale (\$6.10 per diem)

_____ and Costs.

132.00

Prothonotary costs

Daniel G. Schmieg

Daniel G. Schmieg, Esquire
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

PMB

FILED *10086 writs
w/ descr. to
Shff*
m 11:55 AM
AUG 15 2005
Any pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

Prothonotary/Clerk of Courts
William A. Shaw

AUG 15 2005

FILED

No. 2005-726-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

WASHINGTON MUTUAL BANK, F.A., S/M TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA

vs.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A TAMMY
KIMBROUGH A/K/A TAMMY POPE

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Daniel G. Schweg
Attorney for Plaintiff(s)

Address: 105 ROBINSON STREET, DU BOIS, PA 15801
105 ROBINSON STREET, DU BOIS, PA 15801
Where papers may be served.

CLEARFIELD COUNTY

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA

No.: 2005-726-CD

vs.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A
TAMMY KIMBROUGH A/K/A
TAMMY POPE

**AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)**

WASHINGTON MUTUAL BANK, F.A., S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA, Plaintiff in the above action, by its attorney, Daniel G.
Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following
information concerning the real property located at 105 ROBINSON STREET, DU BOIS, PA 15801:

1. Name and address of Owner(s) or reputed Owner(s):

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

BRUCE L. PROVIN, JR.

105 ROBINSON STREET
DU BOIS, PA 15801

TAMMY P. PROVIN A/K/A
TAMMY KIMBROUGH A/K/A
TAMMY POPE

105 ROBINSON STREET
DU BOIS, PA 15801

2. Name and address of Defendant(s) in the judgment:

SAME AS ABOVE

I verify that the statements made in this affidavit are true and correct to the best of my personal
knowledge or information and belief. I understand that false statements herein are made subject to the penalties
of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

August 10, 2005

CLEARFIELD COUNTY

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA

No.: 2005-726-CD

vs.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A
TAMMY KIMBROUGH A/K/A
TAMMY POPE

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

WASHINGTON MUTUAL BANK, F.A., S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA, Plaintiff in the above action, by its attorney, Daniel G.
Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following
information concerning the real property located at 105 ROBINSON STREET, DU BOIS, PA 15801:

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real
property to be sold:

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
S&T BANK	456 MAIN STREET, P.O. BOX D BROCKWAY, PA 15824
DU BOIS REGIONAL MEDICAL CENTER	P.O. BOX 447 DU BOIS, PA 15801
PA DEPT. OF REVENUE BUREAU OF COMPLIANCE CLEARANCE SUPPORT SECTION	ATTN: SHERIFF SALES DEPT. 281230 HARRISBURG, PA 17128-1230

4. Name and address of last recorded holder of every mortgage of record:

Name	Last Known Address (if address cannot be reasonable ascertained, please indicate)
------	--

None.

5. Name and address of every other person who has any record lien on the property:

Name

Last Known Address (if address cannot be
reasonable ascertained, please indicate)

None.

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale.

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

Commonwealth of Pennsylvania
Department of Welfare

PO Box 2675
Harrisburg, PA 17105

Tenant/Occupant

105 ROBINSON STREET
DU BOIS, PA 15801

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

August 10, 2005

PHELAN HALLINAN & SCHMIEG
By: DANIEL G. SCHMIEG, ESQUIRE
ONE PENN CENTER AT
SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

WASHINGTON MUTUAL BANK, F.A., S/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA

No.: 2005-726-CD

vs.

CLEARFIELD COUNTY

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A
TAMMY KIMBROUGH A/K/A
TAMMY POPE

CERTIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- ☒ (X) an FHA Mortgage
- ☐ () non-owner occupied
- ☐ () vacant
- ☐ () Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180 to 3183 and Rule 3257

COPY

WASHINGTON MUTUAL BANK, F.A., S/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 2005-726-CD

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A TAMMY
KIMBROUGH A/K/A TAMMY POPE

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 105 ROBINSON STREET, DU BOIS, PA 15801

(See legal description attached.)

Amount Due \$37,091.29

Interest from 8/10/05 to \$
Date of Sale (\$6.10 per diem)

Total \$ Plus costs as endorsed
132.00 Prothonotary costs

Dated 8/15/05
(SEAL)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:

Deputy

PMB

IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

No. 2005-726-CD

**In the Court of Common Pleas of
Clearfield County, Pennsylvania**

WASHINGTON MUTUAL BANK, F.A., S/I/I TO WASHINGTON MUTUAL
HOME LOANS, INC., F/K/A PNC MORTGAGE CORP. OF AMERICA

vs.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH A/K/A TAMMY POPE

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$37,091.29</u>
Int. from 8/10/05 to Date of Sale (\$6.10 per diem)	_____
Costs	_____
Prothy. Pd.	<u>132.00</u>
Sheriff	_____



Attorney for Plaintiff

Address: 105 ROBINSON STREET, DU BOIS, PA 15801
105 ROBINSON STREET, DU BOIS, PA 15801
Where papers may be served.

Daniel G. Schmieg, Esquire
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

DESCRIPTION

ALL that certain piece, or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the Southwest corner of Lot No. 98 on North side of Robinson Street; thence by Lot No. 98, Northwest 150 feet to a post at Northeast corner of Lot No. 98 and land now or formerly of Reed and McCullough; thence by land now or formerly of Reed and McCullough, Northwest 50 feet to a post at Northwest corner of Lot No. 96; thence by Lot No. 96 Southeast 150 feet to a post at Southwest corner of Lot No. 96 and Robinson Street; thence by Robinson Street, Southwest 50 feet to a place of beginning.

CONTAINING 7,500 square feet, and known in the plan of the said Alfred Bell's Addition to the said City as Lot No. 97.

Being Parcel # 020-000-06483

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Bruce L. Provin, Jr., and Tammy P. Provin, husband and wife, by Deed from Joan M. Sekula, a widow, dated 7-17-98 and recorded 7-21-98 in Deed Book 1952, Page 420.

PREMISES BEING: 105 ROBINSON STREET, DU BOIS, PA 15801

SALE DATE: 12/2/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

WASHINGTON MUTUAL BANK, F.A., S/I/I
TO WASHINGTON MUTUAL HOME
LOANS, INC., F/K/A PNC MORTGAGE
CORP. OF AMERICA

No.: 2005-726-CD

FILED^{no cc}
m/11/14/05
NOV 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

vs.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A TAMMY
KIMBROUGH A/K/A TAMMY POPE

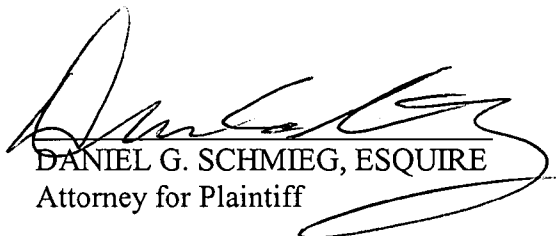
**AFFIDAVIT PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at:

105 ROBINSON STREET, DU BOIS, PA 15801.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Supplemental Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CLEARFIELD COUNTY

WASHINGTON MUTUAL BANK, F.A., S/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA

No.: 2005-726-CD

vs.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A
TAMMY KIMBROUGH A/K/A
TAMMY POPE

**AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)**

WASHINGTON MUTUAL BANK, F.A., S/I TO WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA, Plaintiff in the above action, by its attorney, Daniel G.
Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following
information concerning the real property located at 105 ROBINSON STREET, DU BOIS, PA 15801:

1. Name and address of Owner(s) or reputed Owner(s):

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

BRUCE L. PROVIN, JR.

105 ROBINSON STREET
DU BOIS, PA 15801

TAMMY P. PROVIN A/K/A
TAMMY KIMBROUGH A/K/A
TAMMY POPE

105 ROBINSON STREET
DU BOIS, PA 15801

2. Name and address of Defendant(s) in the judgment:

SAME AS ABOVE

I verify that the statements made in this affidavit are true and correct to the best of my personal
knowledge or information and belief. I understand that false statements herein are made subject to the penalties
of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

August 10, 2005

CLEARFIELD COUNTY

WASHINGTON MUTUAL BANK, F.A., S/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA

No.: 2005-726-CD

vs.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A
TAMMY KIMBROUGH A/K/A
TAMMY POPE

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

WASHINGTON MUTUAL BANK, F.A., S/I TO WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA, Plaintiff in the above action, by its attorney, Daniel G.
Schmieg, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following
information concerning the real property located at 105 ROBINSON STREET, DU BOIS, PA 15801:

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real
property to be sold:

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
S&T BANK	456 MAIN STREET, P.O. BOX D BROCKWAY, PA 15824
DU BOIS REGIONAL MEDICAL CENTER	P.O. BOX 447 DU BOIS, PA 15801
PA DEPT. OF REVENUE BUREAU OF COMPLIANCE CLEARANCE SUPPORT SECTION	ATTN: SHERIFF SALES DEPT. 281230 HARRISBURG, PA 17128-1230

4. Name and address of last recorded holder of every mortgage of record:

Name	Last Known Address (if address cannot be reasonable ascertained, please indicate)
------	--

None.

5. Name and address of every other person who has any record lien on the property:

Name

Last Known Address (if address cannot be
reasonable ascertained, please indicate)

None.

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale.

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

Commonwealth of Pennsylvania
Department of Welfare

PO Box 2675
Harrisburg, PA 17105

Tenant/Occupant

105 ROBINSON STREET
DU BOIS, PA 15801


I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

August 10, 2005

Name and Address of Sender
 PHELAN HALLINAN & SCHMIEG
 One Penn Center at Suburban Station
 Philadelphia, PA 19103-1814
 Suite 1400
 SANDRA COOPER/PMB

Line	Article Number	Name of Addressee, Street, and Post Office Address	P
1	BRUCE L. PROVIN, JR.	Tenant/Occupant, 105 ROBINSON STREET, DU BOIS, PA 15801	
2	5228288899	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830	
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105	
4		S&T BANK 456 MAIN STREET, P.O. BOX D BROCKWAY, PA 15824	
5		DU BOIS REGIONAL MEDICAL CENTER P.O. BOX 447 DU BOIS, PA 15801	
6		PA DEPT. OF REVENUE BUREAU OF COMPLIANCE CLEARANCE SUPPORT SECTION ATTN: SHERIFF SALES DEPT. 281230 HARRISBURG, PA 17128-1230	
7		BRUCE L. PROVIN, JR. 105 ROBINSON STREET DU BOIS, PA 15801	
8		TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH A/K/A TAMMY POPE 105 ROBINSON STREET DU BOIS, PA 15801	
9			
10			
11			
12			
13			
14			
15			

UNITED STATES POSTAGE

 02 1A
 0004309825
 MAILED FROM ZIP CODE 19103
\$ 02.40⁰⁰
 OCT 20, 2005

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

WASHINGTON MUTUAL BANK, F.A., S/I/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP.
OF AMERICA

Plaintiff

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD County

vs.

BRUCE L. PROVIN
TAMMY P. PROVIN A/K/A TAMMY
KIMBROUGH A/K/A TAMMY POPE

Defendants

:
: No. 2005-726-CD
:
:
:

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By: Francis S. Hallinan
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: June 21, 2005

/mmt, Svc Dept.
File# 116119

FILED 1 Compl. Reinstated
m 13:24/61 to Amy
JUN 23 2005 Amy pd 7.00
William A. Shaw
Prothonotary/Clerk of Courts
(62)

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

Washington Mutual Bank, F.A., S/I/I to
Washington Mutual Home Loans, Inc.,
F/K/A PNC Mortgage Corp. of America

: COURT OF COMMON PLEAS

: CIVIL DIVISION

Vs.

: Clearfield COUNTY

Bruce L. Provin, Jr.
Tammy P. Provin A/K/A Tammy
Kimbrough A/K/A Tammy Pope

: NO. 2005-726-CD

CERTIFICATION OF SERVICE

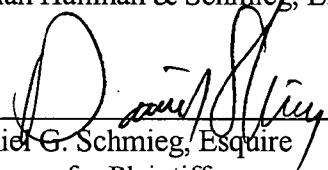
I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individuals as indicated below by first class mail, postage prepaid, on the date listed below.

Bruce L. Provin, Jr. and Tammy P. Provin A/K/A Tammy Kimbrough A/K/A Tammy Pope at:

105 Robinson Street
Du Bois, PA 15801

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: June 20, 2005

FILED
m11:48BH
JUN 23 2005
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 23 2005

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
By: DANIEL SCHMIEG, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION,
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

WASHINGTON MUTUAL BANK, F.A., S/I/ CLEARFIELD COUNTY
TO WASHINGTON MUTUAL HOME
LOANS, INC., F/K/A PNC MORTGAGE No.: 2005-726-CD
CORP. OF AMERICA

vs.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A
TAMMY KIMBROUGH A/K/A
TAMMY POPE

FILED ^{NO CC}
m) 11:14/30
NOV 08 2005
J. J. Brown
Prothonotary, Clerk of Courts

AFFIDAVIT

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to **BRUCE L. PROVIN, JR. and TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH A/K/A TAMMY POPE** on 10/31/05 at 105 ROBINSON STREET, DU BOIS, PA 15801, in accordance with the Order of Court dated 6/24/05.

The undersigned understands that this statement is made subject to the penalties of 18 PA C.S. s 4904 relating to unsworn falsification to authorities.

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE

Date: November 2, 2005

理

NOV 08 2005

—

PHELAN HALLINAN & SCHMIEG, L.L.P.
Suite 1400
One Penn Center Plaza at Suburban Station
Philadelphia, PA 19103
215-563-7000
Main Fax: 215-563-4758
martin.tray@fedphe.com

Martin Tray
Ext. 1563

Representing Lenders in
Pennsylvania and New Jersey

June 21, 2005

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853

Re: Washington Mutual Bank, F.A., S/I/I to Washington Mutual Home Loans, Inc., F/K/A PNC
Mortgage Corp. of America vs. Bruce L. Provin, Jr. and Tammy P. Provin A/K/A Tammy
Kimbrough A/K/A Tammy Pope
ClearfieldCOUNTY, No. 2005-726-CD

Dear Sir or Madam:

Enclosed for filing please find Plaintiff's Memorandum of Law.

Kindly return a time-stamped copy in the enclosed self-addressed stamped envelope.

Thank you for your courtesy and consideration.

Very truly yours,


Martin Tray
for Phelan, Hallinan & Schmieg LLP

RECEIVED
JUN 23 2005
COURT ADMINISTRATOR'S
OFFICE

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

RECEIVED

JUN 23 2005

COURT ADMINISTRATOR'S
OFFICE
Attorney for Plaintiff

Washington Mutual Bank, F.A., S/I/I to
Washington Mutual Home Loans, Inc.,
F/K/A PNC Mortgage Corp. of America

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield COUNTY
NO. 2005-726-CD

vs.

Bruce L. Provin, Jr.
Tammy P. Provin A/K/A
Tammy Kimbrough A/K/A Tammy Pope

MEMORANDUM OF LAW

Pa. R.C.P. 430(a) specifically provides:

- (a) If service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation, which has been made to determine the whereabouts of the defendants and the reasons why service cannot be made.

Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address." Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives neighbors, friends and employers of the Defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As indicated by the attached Sheriff's Return of Service, attached hereto and marked as Exhibit "A", the Sheriff has been unable to serve the Complaint. A good faith effort to discover the whereabouts of the Defendants has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked Exhibit "B".

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by first class mail and certified mail.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: June 20, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20227

NO: 05-726-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A., S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE CORP. OF AMERICA

vs.

DEFENDANT: BRUCE L. PROVIN, JR. AND TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH A/K/A TAMMY POPE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 08/15/2005

LEVY TAKEN 10/18/2005 @ 11:35 AM

POSTED 10/18/2005 @ 11:35 AM

SALE HELD 12/02/2005

SOLD TO WASHINGTON MUTUAL BANK, F.A., S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE CORP. OF AMERICA

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 01/30/2006

DATE DEED FILED 01/30/2006

PROPERTY ADDRESS 105 ROBINSON STREET DUBOIS , PA 15801

SERVICES

10/26/2005 @ SERVED BRUCE L. PROVIN, JR.

SERVED BRUCE L. PROVIN, JR. BY CERT. & REG. MAIL PER COURT ORDER TO 105 ROBINSON STREET, DUBOIS, PA 15801 CERT #70050390000372351124. CERT MAIL RETURNED TO SHERIFF OFFICE ON 11/16/05.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

10/26/2005 @ SERVED TAMMY P. PROVIN AK/A TAMMY KIMBROUGH A/K/A POPE

SERVED TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH A/K/A TAMMY POPE BY CERT & REG MAIL PER COURT ORDER TO 105 ROBINSON STREET, DUBOIS, PA 15801 CERT #70033110000193800992. CERT MAIL RETRUNED OT SHERIFF OFFICE ON 11/16/05.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

FILED

JAN 30 2006

01/10/2006
William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20227

NO: 05-726-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, F.A., S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC
MORTGAGE CORP. OF AMERICA

vs.

DEFENDANT: BRUCE L. PROVIN, JR. AND TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH A/K/A TAMMY POPE

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$247.80


SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,




Chester A. Hawkins
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180 to 3183 and Rule 3257

WASHINGTON MUTUAL BANK, F.A., S/I TO
WASHINGTON MUTUAL HOME LOANS, INC.,
F/K/A PNC MORTGAGE CORP. OF AMERICA

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 2005-726-CD

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A TAMMY
KIMBROUGH A/K/A TAMMY POPE

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 105 ROBINSON STREET, DU BOIS, PA 15801

(See legal description attached.)

Amount Due

\$37,091.29

Interest from 8/10/05 to
Date of Sale (\$6.10 per diem)

\$ _____

Total

\$ 132.00 Plus costs as endorsed.
Prothonotary costs

William L. Hays

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated 8/15/05
(SEAL)

By: _____

Deputy

PMB

Received August 15, 2005 @ 3:30 P.M.
Christa A. Wambrecht
By Cynthia Butler-Asphendrup

IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

No. 2005-726-CD

**In the Court of Common Pleas of
Clearfield County, Pennsylvania**

WASHINGTON MUTUAL BANK, F.A., S/I/I TO WASHINGTON MUTUAL
HOME LOANS, INC., F/K/A PNC MORTGAGE CORP. OF AMERICA

vs.

BRUCE L. PROVIN, JR.
TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH A/K/A TAMMY POPE

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$37,091.29</u>
Int. from 8/10/05 to Date of Sale (\$6.10 per diem)	<u> </u>
Costs	<u> </u>
Prothy. Pd.	<u>132.00</u>
Sheriff	<u> </u>



Attorney for Plaintiff

Address: 105 ROBINSON STREET, DU BOIS, PA 15801
105 ROBINSON STREET, DU BOIS, PA 15801
Where papers may be served.

Daniel G. Schmieg, Esquire
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

DESCRIPTION

ALL that certain piece, or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the Southwest corner of Lot No. 98 on North side of Robinson Street; thence by Lot No. 98, Northwest 150 feet to a post at Northeast corner of Lot No. 98 and land now or formerly of Reed and McCullough; thence by land now or formerly of Reed and McCullough, Northwest 50 feet to a post at Northwest corner of Lot No. 96; thence by Lot No. 96 Southeast 150 feet to a post at Southwest corner of Lot No. 96 and Robinson Street; thence by Robinson Street, Southwest 50 feet to a place of beginning.

CONTAINING 7,500 square feet, and known in the plan of the said Alfred Bell's Addition to the said City as Lot No. 97.

Being Parcel # 020-000-06483

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Bruce L. Provin, Jr., and Tammy P. Provin, husband and wife, by Deed from Joan M. Sekula, a widow, dated 7-17-98 and recorded 7-21-98 in Deed Book 1952, Page 420.

PREMISES BEING: 105 ROBINSON STREET, DU BOIS, PA 15801

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BRUCE L. PROVIN, JR.

NO. 05-726-CD

NOW, January 26, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on December 02, 2005, I exposed the within described real estate of Bruce L. Provin, Jr. And Tammy P. Provin A/K/A Tammy Kimbrough A/K/A Tammy Pope to public venue or outcry at which time and place I sold the same to WASHINGTON MUTUAL BANK, F.A., S/I/I TO WASHINGTON MUTUAL HOME LOANS, INC., F/K/A PNC MORTGAGE CORP. OF AMERICA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	14.94
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$247.80

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	37,091.29
INTEREST @ 6.1000 %	695.40
FROM 08/10/2005 TO 12/02/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$37,826.69

COSTS:

ADVERTISING	334.48
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	247.80
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,051.78

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS
Clearfield COUNTY, PENNSYLVANIA

COPY

Washington Mutual Bank, F.A., S/I/I to
Washington Mutual Home Loans, Inc.,
F/K/A PNC Mortgage Corp. of America

vs.

CIVIL DIVISION
NO. 2005-726-CD

Bruce L. Provin, Jr.
Tammy P. Provin A/K/A Tammy
Kimbrough A/K/A Tammy Pope

ORDER

AND NOW, this 24th day of June, 2005, upon

consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby
ORDERED and **DECREED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the
Complaint and all future pleadings on the above captioned Defendants, Bruce L. Provin, Jr. and
Tammy P. Provin A/K/A Tammy Kimbrough A/K/A Tammy Pope, by:

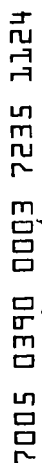
1. First class mail to Bruce L. Provin, Jr. and Tammy P. Provin A/K/A Tammy Kimbrough A/K/A Tammy Pope at the mortgaged premises located at 105 Robinson Street, Du Bois, PA 15801; and
2. Certified mail to Bruce L. Provin, Jr. and Tammy P. Provin A/K/A Tammy Kimbrough A/K/A Tammy Pope at the mortgaged premises located at 105 Robinson Street, Du Bois, PA 15801.

BY THE COURT:

Judith J. Ammenman

J.
FILED
EX-3:2351
JUN 24 2005
Att'y Schmieg

William A. Shaw
Prothonotary/Clerk of Courts



REGISTERED MAIL

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRUCE L. PROVIN, JR.
105 ROBINSON STREET
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

PO Box 412

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7005 0390 0003 7235 1124

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



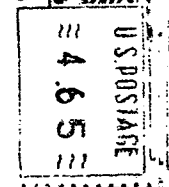
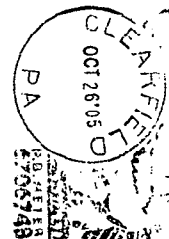


CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 0992

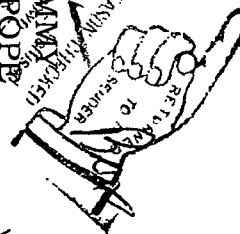


PO Box 412
10-29
11-4
11-14

UNCLAIMED
RETURN RECEIPT
REQUESTED

TAMMY P. PROVYN A/K/A
KIMBROUGH A/K/A TAMMY POPE
405 ROBINSON STREET
DUBOIS, PA 15801

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



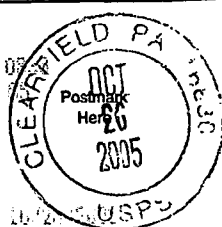
mls

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 4.65
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 8.70



Sent To	TAMMY P. PROVYN A/K/A TAMMY KIMBROUGH
Street, Apt. No., or PO Box No.	A/K/A TAMMY POPE 105 ROBINSON STREET
City, State, ZIP+4	DUBOIS, PA 15801

CERTIFIED MAILTM

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TAMMY P. PROVIN A/K/A TAMMY KIMBROUGH
A/K/A TAMMY POPE
105 ROBINSON STREET
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☐ Addressee
- X**
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

PO Box 412

3. Service Type
- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7003 3110 0001 9380 0992

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

