

05-863-CD  
Maurita Peters vs. Edward L. Lanich

Martha Peters v. Edward Lanich  
2005-863-CD

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich)  
Plaintiff

v.

EDWARD L. LANICH,  
Defendant

No. 05- 863-CD

Type of Pleading:

**COMPLAINT FOR PARTITION**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

R. Denning Gearhart, Esq.  
Pa I.D. 26540

207 E. Market Street  
Clearfield, PA 16830  
(814) 765-1581

**FILED**

JUN 17 2005

0/2:50/12

William A. Shaw

Prothonotary/Clerk of Courts

3 CENT TO ATTY

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich)  
Plaintiff

v.

EDWARD L. LANICH,  
Defendant

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No. 05- -CD

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 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  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich)  
Plaintiff

v.

EDWARD L. LANICH,  
Defendant

No. 05- -CD

**COMPLAINT IN EQUITY FOR  
PARTITION OF REAL PROPERTY**

AND NOW COMES Plaintiff, Maurita J. Peters, (formerly Maurita J. Lanich),  
and by and through her attorney, R. Denning Gearhart, sets forth the following:

1. Plaintiff, Maurita J. Peters, (formerly Maurita J. Lanich), is an adult individual  
residing at P.O. Box 409, Winburne, Clearfield County, Pennsylvania.

2. Defendant, Edward L. Lanich, is an adult individual residing at 21106 N.E.  
Macadomia Road, Blountstown, Florida 32424.

3. The parties acquired title by deed dated April 18, 1977 to the property  
described therein. A copy of the deed is attached hereto as Exhibit "A".

4. The parties were divorced on November 19, 1982 pursuant to a divorce  
complaint filed with the following caption: Edward L. Lanich, Plaintiff vs. Maurita J.  
Lanich, Defendant; No. 82-1811-CD. A copy of the decree is attached hereto as Exhibit  
"B".

5. The distribution of real estate was never completed; wherefore the parties have  
held title by tenants in common.

6. When the property was purchased, the purchase price was \$14,900. Three thousand five hundred of that was loaned to the parties by the Plaintiff's mother, Lulu Peterson. This loan was repaid entirely by the Plaintiff. The remaining balance was secured by a mortgage held by Mid-State Bank (now M & T Bank) in the amount of \$11,200. A copy of the mortgage is attached hereto as Exhibit "C".

7. The purchase was one year before the parties separated, after which the mortgage payments and maintenance of the property, including taxes due, were made entirely by the Plaintiff. Furthermore, the Defendant, at the time of separation, caused extensive damage to the property through the use of an ax.

8. No partition of the above-described property has ever been made.

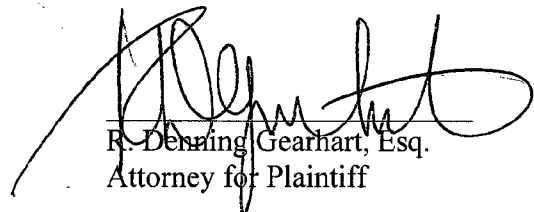
WHEREFORE, Plaintiff demands that:

(a) the Court decree partition of the real estate;

(b) the share or shares to which the respective parties are entitled be set out to them in severalty and that all proper and necessary conveyances and assurances be executed for carrying such partition into effect; and that, in the real estate cannot be divided without prejudice to or spoiling the whole, such proper and necessary sale or sales of the same may be made by such persons and in such manner as the Court may direct;

(c) that Plaintiff's contributions to the real estate be fully credited to her as part of her petition;

(d) such other and further relief be granted as the Court deems just and proper.



R. Denning Gearhart, Esq.  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF CLEARFIELD :

Before me, the undersigned officer, a Notary Public in and for the above named State and County, personally appeared MAURITA J. PETERS, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Complaint for Partition are true and correct to the best of her knowledge, information and belief.

Maurita J. Peters  
MAURITA J. PETERS

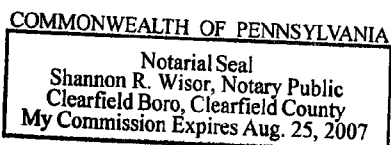
Sworn to and subscribed

before me, this 17<sup>th</sup>

day of June, 2005.

Shannon R. Wisor

Notary Public



IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

State of

County of

SS:

On this, the            day of            19    , before me  
the undersigned officer, personally appeared  
known to me (or satisfactorily proven) to be the person            whose name            subscribed to the within  
instrument, and acknowledged that            executed the same for the purpose therein  
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

**DEED**

WARRANTY DEED - Published and Sold by  
The Plankenhorn Co., Williamsport, Pa.

THOMAS M. PLISCO, et ux.

to

EDWARD L. LANICH, et ux.

Dated

For

Consideration

Recorded

Entered for Record in the Recorder's

Office of

County, the            day of Tax, \$

19    Fees, \$

Recorder

THE PLANKENHORN CO., WILLIAMSPORT, PA.

BAIRD & MILLER  
ATTORNEYS AT LAW  
PHILIPSBURG, PA.

Commonwealth of Pennsylvania

County of

*Clearfield*

SS:

RECORDED in the Office for Recording of Deeds, etc., in and for said County, in Deed

Book No.    737

, Page 361

WITNESS my Hand and Official Seal this *5th* day of *May*, 1977

*Cecil A. Burns*

Recorder of Deeds

My Commission Expires

First Monday in January 1980

EXHIBIT "A"

WARRANTY DEED

Printed on Plankenhorns 100% Linen Record Paper

VOL 737 PAGE 361

# This Deed,

MADE the 18th day of April  
in the year nineteen hundred and seventy-seven (1977)  
BETWEEN THOMAS M. PLISCO and BRENDA S. PLISCO, his wife, of Cooper Township,  
Clearfield County, Pennsylvania, GRANTORS and Parties of the First Part, \_\_\_\_\_

A  
N  
D

EDWARD L. LANICH and MAURITA J. LANICH, his wife, of Cooper Township, Clearfield  
County, Pennsylvania, as Tenants by the Entireties, GRANTEES and Parties of  
the Second Part, \_\_\_\_\_

WITNESSETH, That in consideration of  
Fourteen Thousand Nine Hundred (\$14,900.00) \_\_\_\_\_ Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees, their heirs and assigns, \_\_\_\_\_

ALL that certain tract of land located in the Village of Winburne, Cooper  
Township, Clearfield County, Pennsylvania, bounded and described as follows: \_\_\_\_\_

BEGINNING at a stake on the West side of public road running  
from Winburne to Tom Kyler's Farm at a distance of Two Hundred Seven (207)  
feet from where said road crosses the Southern line of John Huston Tract;  
thence along said road North thirty-five (35) degrees West One hundred seventy-  
five (175) feet to stake; thence South seventy (70) degrees West two hundred  
ten (210) feet to stake; thence North eighty five (85) degrees West four  
hundred five (405) feet to stake on Western line of John Huston tract;  
thence South five (5) degrees West seventy-five (75) feet along said line  
to stake; thence North seventy (70) degrees East seventy-five (75) feet  
to the place of beginning. Containing one and one-half (1 1/2) acres, more  
or less. \_\_\_\_\_

BEING the same premises as were sold and conveyed unto the  
Grantors herein by Deed of Mary Smeal, a widow, by Deed dated the 9th day of  
January, 1967, and recorded in Deed Book 527 at Page 79. \_\_\_\_\_



— Thomas M. Plisco —  
*Brenda S. Plisco*  
 — Brenda S. Plisco — (SEAL)  
 (SEAL)  
 (SEAL)  
 (SEAL)  
 (SEAL)

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee <sup>S</sup> herein is as follows:

— P. O. Box 245 —  
 Winburne, PA 16879

*William Plisco*  
 Attorney or Agent for Grantee

Commonwealth of Pennsylvania }  
 County of *Centre* } ss:

On this, the *18* day of April 1977, before me, a Notary Public,  
 the undersigned officer, personally appeared— Thomas M. Plisco  
 known to me (or satisfactorily proven) to be the person whose name is subscribed to the within  
 instrument, and acknowledged that he executed the same for the purpose therein  
 contained.

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

*Anna M. Ricotta*  
 ANNA M. RICOTTA, Notary Public  
 Philadelphia, Pa. **KEARFIELD CO. SS**  
 My Commission Expires **ENTERED OF RECORD**

STATE OF TEXAS  
~~Commonwealth of Pennsylvania~~ }  
 County of *Henderson* } ss:

On this, the *18th* day of April 1977, before me, a Notary Public,  
 the undersigned officer, personally appeared Brenda S. Plisco  
 known to me (or satisfactorily proven) to be the person whose name is subscribed to the within  
 instrument, and acknowledged that she executed the same for the purpose therein  
 contained.

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

*Margie B. McCarley*  
*6-12-77*  
 My Commission Expires

*Notary Public in & for the*  
*State of Texas, Henderson Co.*

Time *2:46pm*  
 By *Brenda S. Plisco*  
 Fees *7.50*  
 Cecil A. Burns, Recorder

May 19

05 10:49a

P.1

I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed paper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness: *Norris L Arnold* *Edward L. Lamic*  
*Marjorie J. Lamic*

This 28 day of April 1977

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

VOL 737 PAGE 363

AND the said grantors will — Specially — WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Scaled and delivered in the presence of

*Norris L Arnold*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Thomas M. Plisco* (SEAL)  
— Thomas M. Plisco —  
*Brenda S. Plisco* (SEAL)  
— Brenda S. Plisco —  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee S herein is as follows:

— P. O. Box 245 —  
Winburne, PA 16879

*William Chubb*  
\_\_\_\_\_  
Attorney or Agent for Grantee

— P. O. Box 245 —  
Winburne, PA 16879

William C. Plisco  
Attorney or Agent for Grantee

Commonwealth of Pennsylvania }  
County of Centre } ss:

On this, the 18 day of — April — 1977, before me, — a Notary Public,  
the undersigned officer, personally appeared— Thomas M. Plisco —

Notary Public in & for the  
State of Texas, Henderson Co.

Entered of Record May 5 1977, 2:46 Cecii Burns, Recorder



00482  
5-77  
P.C.



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In The Court of Common Pleas  
Of Clearfield County, Pennsylvania

No. .... 82-1811-CD ..... Term 19 .....

EDWARD L. LANICH .....  
Plaintiff

VERSUS

MAURITA J. LANICH .....  
Defendant

---

DECREE

---

James A. Naddeo, Esquire .....  
Attorney

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EXHIBIT "B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD L. LANICH,

Plaintiff

VERSUS

MAURITA J. LANICH,

Defendant

No. 82-1811-CD Term, 19.....

**DIVORCE**

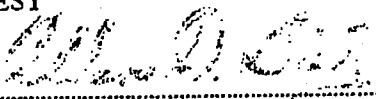
And Now, the 19th day of November 1982,  
the report of the Master is acknowledged. We approve his findings and recommendations;  
~~except as follows:~~

We, therefore, DECREE that EDWARD L. LANICH  
be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore  
contracted between himself and MAURITA J. LANICH  
Thereupon all the rights, duties or claims accruing to either of said parties in pursuance of said  
marriage, shall cease and determine, and each of them shall be at liberty to marry again as though  
they had never been heretofore married, ~~except that~~

The Prothonotary is directed to pay the Court costs, including Master's fees, as noted herein,  
out of the deposits received and then remit the balance to the plaintiff.

Certified from the record,  
this 28th day of June, AD, 1991

ATTEST



Prothonotary

BY THE COURT

/s/ John K. Reilly, JR.  
President Judge

... of a complaint and hereunder in any court, an attorney's commission for collection, viz: ten (10%) per cent of the total of all amounts secured by the accompanying Mortgage, besides costs of suit, shall become due and payable in addition to all other sums.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Maker has caused these presents to be duly executed, the day and year first above written.

IN WITNESS

James L. Andell

Edward L. Lanich (SEAL)

Maurita J. Lanich (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

NOTE

EDWARD L. LANICH, et ux.

TO

Mid-State Bank and Trust Company

For \$ 11,200.00

BAIRD & MILLER  
Attorneys at Law  
Philipsburg, PA

EXHIBIT "C"



Dated: 4/19/77

At: Philipsburg, PA

FOR VALUE RECEIVED AND INTENDING LEGALLY TO BE BOUND THEREBY,  
the undersigned, EDWARD L. LANICH and MAURITA J. LANICH, his wife, of the Village of  
Winburne, Cooper Township, Clearfield County, Pennsylvania,

(hereinafter called the "Maker"), does hereby promise to pay, without defalcation, to the order of MID-STATE  
BANK AND TRUST COMPANY (HOLDER), a banking institution organized and existing under the laws of the  
Commonwealth of Pennsylvania, at the latter's principal office in Altoona, Pennsylvania, the sum of  
Eleven Thousand Two Hundred Dollars  
(\$11,200.00), lawful money of the United States of America, payable as follows:

On or before 15 years from date hereof, the principal sum of \$113.60 with interest at  
the rate of 9 % per annum on the unpaid balance of principal payable:

In 180 monthly installments of not less than \$113.60 per month, which monthly  
installments shall be applied first to interest at the aforesaid rate and the  
balance on account of principal. The first of said installments shall be due  
and payable on the 30 day of May, 1977.

Maker shall have the right to make prepayments of the principal indebtedness or any part thereof at any time  
without penalty or premium.

Simultaneously with the execution of this Note, the Maker has executed and delivered to the Holder a mort-  
gage securing the same (hereinafter called the "Mortgage"), which Mortgage covers a certain tract and improve-  
ments thereon, situate

### THE MAKER HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. All of the terms, covenants, conditions and provisions of the Mortgage are incorporated herein by reference  
and are made a part hereof, and any breach or violation thereof shall constitute a breach or violation of this Note.
2. If the Maker shall fail to pay any sum required to be paid by the Maker under this Note or the Mortgage  
within thirty (30) days after the same becomes due and payable, or if Maker shall fail to perform any other  
provision hereof or of the Mortgage on the part of the Maker to be performed, then in any such event, at the option  
of the Holder, the whole unpaid balance of the above principal sum, together with all interest thereon and all other  
sums due hereunder or secured by the Mortgage or required to be paid the mortgagee thereunder, shall become due  
and payable immediately without notice to the Maker.
3. The Maker hereby authorizes and empowers any attorney of any court of record in the Commonwealth of  
Pennsylvania, or elsewhere, to appear for and to enter and confess judgment against the Maker, at any time or times  
and as of any term, for the principal sum above mentioned, with or without declaration, with interest and costs of suit,  
without stay of execution, and with an attorney's commission of ten per cent (10%) of the principal indebtedness,  
but in no event less than the sum of One Hundred Fifty Dollars (\$150.00). The Maker hereby releases the Holder  
and defects whatsoever in entering said judgment, and agrees that no writ of error, ap-  
peal or made with respect thereto. The

**REGISTER OF WILLS  
RECORDER OF DEEDS**



**CLERK OF THE ORPHAN'S COURT**

Box 361

Clearfield, Pa. 16830

0 July 19 19 94

ATTORNEY

Mid State Bank

R N<sup>o</sup> 81410 T

Please return this bill with remittance for receipt.  
Make all checks payable to Karen L. Starck.

Q 668975

1619-350	1350
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The above mentioned instruments are received subject to the provision of Acts of Assembly requiring payment of fees in advance.

**Mid-State  
Bank**

A Keystone Community Bank

P.O. Box 2007  
Altoona, PA 16603

**KAREN L. STARCK**  
Clearfield County  
**Register and Recorder**  
**Clerk of the Orphans Court**  
Box 361  
Clearfield, PA 16830

MAURITA J LARICH  
BOX 409  
WILBURN PA 15379-0409

**IMPORTANT  
PAPERS**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD )

SS.

Before me, the undersigned officer, personally appeared MAURITA J. PETERS, who, being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

Maurita J. Peters  
Maurita J. Peters

SWORN and SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

---

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich)  
Plaintiff

vs.

EDWARD L. LANICH,  
Defendant

COMPLAINT FOR PARTITION

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

COMMONWEALTH PRINTING CO., CLEARFIELD, PA

FILED

JUN 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich)  
Plaintiff,

vs.

No. 05-863-CD

EDWARD L. LANICH,  
Defendant.

**ANSWER**

COMES NOW the Defendant, Edward L. Lanich, and answers as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. Admitted that the purchase price was \$14,900. Denied that the three thousand five hundred dollar loan was repaid entirely by Plaintiff.

7. Admitted that purchase was approximately one year before separation.

Remainder denied as Plaintiff kept Defendant's \$10,000 pension check and \$5,000 from sale of jointly owned mobile home which were to be applied to loan on house. Denied that Defendant caused extensive damage to house.

8. Admitted.

I HEREBY CERTIFY that a true and correct copy of the foregoing Answer was furnished to R. Denning Gearhart, Esq., Attorney for Plaintiff, 207 E. Market Street, Clearfield, PA 16830, by U. S. Mail, this 6 day of July, 2005.

  
EDWARD L. LANICH  
Defendant

FILED <sup>10</sup>  
m11:51B01 cc  
JUL 07 2005 @

William A. Shaw  
Prothonotary/Clerk of Courts

**COUNTER COMPLAINT IN EQUITY FOR  
PARTITION OF REAL PROPERTY**

COMES NOW the Defendant, Counter-Plaintiff, EDWARD L. LANICH, and sets forth the following:

1. Defendant, Counter-Plaintiff, Edward L. Lanich, is an adult individual residing at 21106 N.E. Macedonia Road, Blountstown, Florida 32424.
2. Plaintiff, Counter-Defendant, Maurita J. Peters, (formerly Maurita J. Lanich) is an adult individual residing at P. O. Box 409, Winburne, Clearfield County, Pennsylvania.
3. The parties acquired title by deed dated April 18, 1977 to the property described therein. A copy of the deed is attached hereto as Exhibit "A".
4. The parties were divorced on November 19, 1982 pursuant to a divorce filed with the following caption: Edward L. Lanich, Plaintiff vs. Maurita J. Lanich, Defendant; No. 82-1811-CD. A copy of the decree is attached hereto as Exhibit "B".
5. The distribution of real estate was never completed; wherefore the parties have held title by tenants in common.
6. When the property was purchased, the purchase price was \$14,900. \$3700 was paid down and the remaining mortgage was for \$11,200.
7. Defendant, Counter-Plaintiff, allowed Plaintiff, Counter-Defendant, to keep his retirement check of \$10,000 and \$2500 (1/2 interest in jointly owned mobile home) with the understanding that she would pay off the mortgage on the home. Furthermore, the Plaintiff, Counter-Defendant has enjoyed the benefit of living in the house while paying no rent for twenty-four years.

WHEREFORE, Defendant, Counter-Plaintiff, demands that:

- (a) the Court decree partition of the real estate;
- (b) the share or shares to which the respective parties are entitled

be set out to them in severalty and that all proper and necessary conveyances and assurances be executed for carrying such partition into effect; and that, if the real estate cannot be divided without prejudice to or spoiling the whole, such proper and necessary sale or sales of the same maybe made by such persons and in such manner as the Court may direct;

(c) that Defendant, Counter-Plaintiff's, contributions to the real estate be fully credited to him as part of his petition;

(d) such other and further relief be granted as the Court deems just and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing Counter Complaint in Equity for Partition of Real Property was furnished to R. Denning Gearhart, Esq., Attorney for Plaintiff, 207 East Market Street, Clearfield, PA 16830, by U. S. Mail, this 6 day of July, 2005.

  
EDWARD L. LANTICH  
Counter-Plaintiff

WITNESSETH, I have hereunto set my hand and

seal.

My Commission Expires

State of

County of

SS:

On this, the            day of            19    , before me

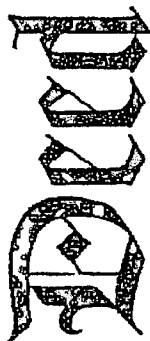
the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person            whose name            subscribed to the within  
instrument, and acknowledged that            executed the same for the purpose therein  
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires



WARRANTY DEED - Published and Sold by  
The Plankenhorn Co., Williamsport, Pa.

THOMAS M. PLISCO, et ux.

to

EDWARD L. LANICH, et ux.

Dated .....

For .....

Consideration .....

Recorded .....

Entered for Record in the Recorder's

Office of            day of            Tax, \$  
County, the            19    Fees, \$

Recorder

THE PLANKENHORN CO., WILLIAMSPORT, PA.

BAIRD & MILLER  
ATTORNEYS AT LAW  
PHILIPSBURG, PA.

Commonwealth of Pennsylvania

County of

*Clearfield*

SS:

RECORDED in the Office for Recording of Deeds, etc., in and for said County, in Deed  
Book No.    737    , Page *361*

WITNESS my Hand and Official Seal this *5th* day of *May* , 1977

*Cecil A. Burns*

Recorder of Deeds

My Commission Expires

First Monday in January 1980

EXHIBIT "A"

RECORDED IN DEEDS



WARRANTY DEED

Printed on Plankenhorns 100% Linen Record Paper

VOL 737 PAGE 361

# This Deed,

MADE the 19th day of April in the year nineteen hundred and seventy-seven (1977) BETWEEN THOMAS M. PLISCO and BRENDA S. PLISCO, his wife, of Cooper Township, Clearfield County, Pennsylvania, GRANTORS and Parties of the First Part, \_\_\_\_\_

A  
N  
D

EDWARD L. LANICH and MAURITA J. LANICH, his wife, of Cooper Township, Clearfield County, Pennsylvania, as Tenants by the Entireties, GRANTEES and Parties of the Second Part, \_\_\_\_\_

WITNESSETH, That in consideration of Fourteen Thousand Nine Hundred (\$14,900.00) \_\_\_\_\_ Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees, their heirs and assigns, \_\_\_\_\_

ALL that certain tract of land located in the Village of Winburne, Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows: \_\_\_\_\_

BEGINNING at a stake on the West side of public road running from Winburne to Tom Kyler's Farm at a distance of Two Hundred Seven (207) feet from where said road crosses the Southern line of John Huston Tract; thence along said road North thirty-five (35) degrees West One hundred seventy-five (175) feet to stake; thence South seventy (70) degrees West two hundred ten (210) feet to stake; thence North eighty five (85) degrees West four hundred five (405) feet to stake on Western line of John Huston tract; thence South five (5) degrees West seventy-five (75) feet along said line to stake; thence North seventy (70) degrees East seventy-five (75) feet to the place of beginning. Containing one and one-half (1 1/2) acres, more or less. \_\_\_\_\_

BEING the same premises as were sold and conveyed unto the Grantors herein by Deed of Mary Smeal, a widow, by Deed dated the 9th day of January, 1967, and recorded in Deed Book 527 at Page 79. \_\_\_\_\_

— Thomas M. Plisco —  
*Brenda S. Plisco* (SEAL)  
 — Brenda S. Plisco — (SEAL)  
 (SEAL)  
 (SEAL)  
 (SEAL)  
 (SEAL)

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee is

herein is as follows:

— P. O. Box 245 —  
 Winburne, PA 16879

*William Plisco*  
 Attorney or Agent for Grantee

Commonwealth of Pennsylvania }  
 County of *Centre* } ss:

On this, the *18* day of April 1977, before me, a Notary Public,  
 the undersigned officer, personally appeared — Thomas M. Plisco —  
 known to me (or satisfactorily proven) to be the person whose name is subscribed to the within  
 instrument, and acknowledged that he executed the same for the purpose therein  
 contained.

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

*Anna M. Picotta*  
 ANNA M. PICOTTA, Notary Public  
 Philadelphia, Pa.  
 My Commission Expires *SEP 10 1978*

STATE OF TEXAS  
~~Department of Agriculture~~  
 County of *Henderson* } ss:

On this, the *18th* day of April 1977, before me, a Notary Public,  
 the undersigned officer, personally appeared Brenda S. Plisco  
 known to me (or satisfactorily proven) to be the person whose name is subscribed to the within  
 instrument, and acknowledged that she executed the same for the purpose therein  
 contained.

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

*Margie B. McCarley*  
*6-12-77*  
 My Commission Expires

*Notary Public in & for the*  
*State of Texas, Henderson Co.*

Time *2:46 pm*  
 By *Brenda S. Plisco*  
 Fees *7.00*  
 Cecil A. Burns, Recorder

CONSERVATION ACT OF 1900, I/we, the undersigned, grantors, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color con-  
trasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness: Wm L Arnold Edward J. Lamic  
Martha J. Lamic

This 28 day of April 1977

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

AND the said grantors will — Specially — WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Scaled and delivered in the presence of

Wm L Arnold } Thomas M. Plisco (SEAL)  
- Thomas M. Plisco -  
Brenda S. Plisco (SEAL)  
- Brenda S. Plisco -  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee S herein is as follows:

- P. O. Box 245 - William Plisco  
Winburne, PA 16879 Attorney or Agent for Grantee

P. O. Box 245  
Winburne, PA 16879

Attorney or Agent for Grantee

Commonwealth of Pennsylvania }  
County of Centre } ss:

On this, the 18 day of — April 1977, before me, — a Notary Public,  
the undersigned officer, personally appeared — Thomas M. Plisco —

*Notary Public in and for the  
State of Texas, Henderson Co.*

Entered of Record May 5 1977, 2:46 Cecii Burns, Recorder



00-5-77  
P.C.  
001482



In The Court of Common Pleas  
Of Clearfield County, Pennsylvania

No. 82-1811-CD Term 19

EDWARD L. LANICH  
Plaintiff

VERSUS

MAURITA J. LANICH  
Defendant

DECREE

James A. Naddeo, Esquire  
Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD L. LANICH,

Plaintiff

VERSUS

MAURITA J. LANICH,

Defendant

No. 82-1811-CD Term, 19

DIVORCE

And Now, the 19th day of November 1982,  
the report of the Master is acknowledged. We approve his findings and recommendations;  
~~except as follows:~~

We, therefore, DECREE that EDWARD L. LANICH  
be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore  
contracted between himself and MAURITA J. LANICH  
Thereupon all the rights, duties or claims accruing to either of said parties in pursuance of said  
marriage, shall cease and determine, and each of them shall be at liberty to marry again as though  
they had never been heretofore married, ~~except that~~

The Prothonotary is directed to pay the Court costs, including Master's fees, as noted herein,  
out of the deposits received and then remit the balance to the plaintiff.

Certified from the record,  
this 28th day of June, AD, 1991

ATTEST

BY THE COURT

*[Signature]*

Prothonotary

/s/ John K. Reilly, JR.

President Judge



ney's commission for collection, viz: ten (10%) per cent of the total of all amounts secured by the accompanying Mortgage, besides costs of suit, shall become due and payable in addition to all other sums.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Maker has caused these presents to be duly executed, the day and year first above written.

IN WITNESS

Edward L. Lanich

Edward L. Lanich (SEAL)

Maurita J. Lanich (SEAL)

(SEAL)

(SEAL)

NOTE

EDWARD L. LANICH, et ux.

TO

Mid-State Bank and Trust Company

For \$ 11,200.00

BAIRD & MILLER  
Attorneys at Law  
Philipsburg, PA

EXHIBIT "C"

ated: 4/19/77

at: Philipsburg, PA

FOR VALUE RECEIVED AND INTENDING LEGALLY TO BE BOUND THEREBY,  
the undersigned, EDWARD L. LANICH and MAURITA J. LANICH, his wife, of the Village of  
Winburne, Cooper Township, Clearfield County, Pennsylvania,

hereinafter called the "Maker"), does hereby promise to pay, without defalcation, to the order of MID-STATE  
BANK AND TRUST COMPANY (HOLDER), a banking institution organized and existing under the laws of the  
Commonwealth of Pennsylvania, at the latter's principal office in Altoona, Pennsylvania, the sum of  
Eleven Thousand Two Hundred \_\_\_\_\_ Dollars  
(\$ 11,200.00), lawful money of the United States of America, payable as follows:

On or before 15 years from date hereof, the principal sum of \$ 113.60 with interest at  
the rate of 9 % per annum on the unpaid balance of principal payable:

In 180 monthly installments of not less than \$113.60 per month, which monthly  
installments shall be applied first to interest at the aforesaid rate and the  
balance on account of principal. The first of said installments shall be due  
and payable on the 30 day of May, 1977.

Maker shall have the right to make prepayments of the principal indebtedness or any part thereof at any time  
without penalty or premium.

Simultaneously with the execution of this Note, the Maker has executed and delivered to the Holder a mort-  
gage securing the same (hereinafter called the "Mortgage"), which Mortgage covers a certain tract and improve-  
ments thereon, situate

#### THE MAKER HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. All of the terms, covenants, conditions and provisions of the Mortgage are incorporated herein by reference  
and are made a part hereof, and any breach or violation thereof shall constitute a breach or violation of this Note.
2. If the Maker shall fail to pay any sum required to be paid by the Maker under this Note or the Mortgage  
within thirty (30) days after the same becomes due and payable, or if Maker shall fail to perform any other  
provision hereof or of the Mortgage on the part of the Maker to be performed, then in any such event, at the option  
of the Holder, the whole unpaid balance of the above principal sum, together with all interest thereon and all other  
sums due hereunder or secured by the Mortgage or required to be paid the mortgagee thereunder, shall become due  
and payable immediately without notice to the Maker.

3. The Maker hereby authorizes and empowers any attorney of any court of record in the Commonwealth of  
Pennsylvania, or elsewhere, to appear for and to enter and confess judgment against the Maker, at any time or times  
and as of any term, for the principal sum above mentioned, with or without declaration, with interest and costs of suit,  
and with an attorney's commission of ten per cent (10%) of the principal indebtedness, The Maker hereby releases the Holder

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich)  
Plaintiff

v.

EDWARD L. LANICH,  
Defendant

No. 05- 863 -CD

Type of Pleading:

**Affidavit of Service**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

R. Denning Gearhart, Esq.  
Pa I.D. 26540

207 E. Market Street  
Clearfield, PA 16830  
(814) 765-1581

FILED *no cc*  
JUL 18 2005  
*13:35*

William A. Shaw  
Prothonotary/Clerk of Courts

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich)  
Plaintiff

v.

EDWARD L. LANICH,  
Defendant

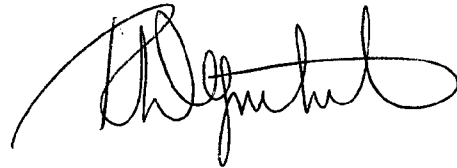
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No. 05- 863 -CD

**Affidavit of Service**

I, R. Denning Gearhart, hereby certify that I served Edward L. Lanich a true and correct copy of Plaintiff's Complaint in Partition of Real Property by certified mail addressed to Edward L. Lanich at his residence in Florida evidenced by the return receipt signed by the Defendant attached hereto.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'R. Denning Gearhart', with a large, sweeping initial 'R'.

R. Denning Gearhart, Esq.

DATE: July 1, 2005

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p> <input type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.  <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. </p>		<p>A. Signature <i>Edward L. Lanich</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>Edward L. Lanich</i></p>	
<p>1. Article Addressed to:</p> <p><i>Edward L. Lanich</i>  <i>21106 N.E. Macaderia Road</i>  <i>Blountstown, Florida</i>  <i>32424</i></p>		<p>B. Received by (Printed Name) <i>EDUARDO L LANICH</i> C. Date of Delivery <i>6/21/05</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>7004 2510 0007 6101 5368</p>		<p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich),  
Plaintiff,

v.

EDWARD L. LANICH,  
Defendant.

No. 05-863-CD

CASE NUMBER: 05-863-CD

TYPE OF PLEADING: **ANSWER TO COUNTER COMPLAINT IN  
EQUITY FOR PARTITION OF REAL PROPERTY**

FILED ON BEHALF OF: Plaintiff

COUNSEL FOR RECORD FOR THIS PARTY: R. Denning Gearhart, Esquire  
Supreme Court ID#: 26540  
207 East Market Street  
Clearfield, PA 16830  
814-765-1581

**FILED** <sup>cc</sup>  
013-0964 2 cc  
JUL 26 2005 *Att. Gearhart*

William A. Shaw  
Prothonotary/Clerk of Courts

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich),  
Plaintiff,

v.

EDWARD L. LANICH,  
Defendant.

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No. 05-863-CD

**ANSWER TO COUNTER COMPLAINT IN EQUITY  
FOR PARTITION OF REAL PROPERTY**

AND NOW, comes the Plaintiff, Maurita J. Peters, by and through her attorney, R. Denning Gearhart, and files the Answer to Counter Complaint in Equity for Partition of Real Property, and in support thereof avers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.

7. Denied that the Defendant, Edward L. Lanich, allowed the Plaintiff, Maurita J. Peters, to keep the retirement check of \$10,000.00. Any such averments are barred from an action in equity in that an action at law was available. Further, it is barred by laches and further, it is barred by estoppel. It is further denied factually. The retirement check of \$10,000.00 was used as follows:





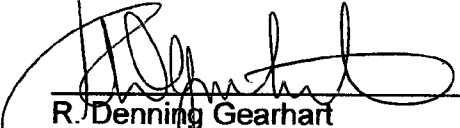
- A. The sum of \$3,500.00 for the Defendant, Edward L. Lanich, to purchase a camp.
- B. At least two withdrawals by the Defendant for \$1,000.00 each for unknown purposes.
- C. The balance for joint and family bills.

Further, the claimed receipt by the Plaintiff, Maurita J. Peters, of \$2,500.00 is barred for the same reasons set forth above. Further, it is denied that Plaintiff received any of this money. It is admitted that the Plaintiff did enjoy the benefit of living in the house since the parties' separation, but it is pointed out that Plaintiff has had the responsibility of paying of the mortgage thereon; paying the real estate taxes thereon; and maintaining the property.

WHEREFORE, Plaintiff repeats her demand that the Court decree partition of the real estate and to divide it after rewarding her for her contribution.

Respectfully submitted,

Date: **July 26, 2005**

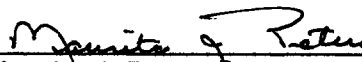
  
\_\_\_\_\_  
R. Denning Gearhart  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF CLEARFIELD :


Before me, the undersigned officer, a Notary Public in and for the above named State and County, personally appeared MAURITA J. PETERS, who being dully sworn according to law deposes and says that the facts set forth in the foregoing Counter Complaint are true and correct to the best of her knowledge, information and belief.

  
Maurita J. Peters

Sworn to and subscribed

before me, this 26th

day of July, 2005.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Shannon R. Wisor, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Aug. 25, 2007

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich),  
Plaintiff,

v.

EDWARD L. LANICH,  
Defendant.

No. 05-863-CD

**CERTIFICATE OF SERVICE**

This is to certify that the undersigned has on this date served a copy of the Answer filed in the above-captioned matter on the Defendant, Edward L. Lanich, by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Edward L. Lanich  
21106 NE Macedonia Road  
Blountstown, FL 32424

Date: July 26, 2005

  
R. Denning Gearhart, Esquire

IN RE: [illegible]  
[illegible]

[illegible]  
[illegible]  
[illegible]

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**FILED**  
**JUL 26 2005**  
William A. Shaw  
Prothonotary/Clerk of Courts

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich),  
Plaintiff,

v.

EDWARD L. LANICH,  
Defendant.

No. 05-863-CD

CASE NUMBER: 05-863-CD

TYPE OF PLEADING: REQUEST FOR PRODUCTION OF DOCUMENTS  
DIRECTED TO DEFENDANT

FILED ON BEHALF OF: Plaintiff

COUNSEL FOR RECORD FOR THIS PARTY: R. Denning Gearhart, Esquire  
Supreme Court ID#: 26540  
207 East Market Street  
Clearfield, PA 16830  
814-765-1581

FILED

AUG 03 2005  
0/10:30h @  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 CERO TO ATT

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich),  
Plaintiff,

v.

EDWARD L. LANICH,  
Defendant.

No. 05-863-CD

**NOTICE TO PLEA**

TO: EDWARD L. LANICH

You are hereby notified to file written responses to the enclosed Request for Production of Documents within thirty (30) days from the date of service hereof or a judgment may be entered against you.

By:

  
R. Denning Gearhart  
Attorney for Plaintiff

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich),  
Plaintiff,

v.

EDWARD L. LANICH,  
Defendant.

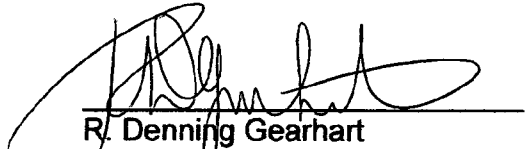
No. 05-863-CD

**REQUEST FOR PRODUCTION OF DOCUMENTS  
DIRECTED TO DEFENDANT**

AND NOW, comes the Plaintiff, Maurita J. Peters, by and through her attorney, R. Denning Gearhart, who submit the following Request for Production of Document Directed to Defendant as follows:

1. Bank records or any other records showing distribution of the retirement check of \$10,000.00.
2. Bank records or any other records showing distribution of the proceeds of a jointly owned mobile home.
2. Bank records or any other records showing distribution of the proceeds for the purchase of the property at issue.
3. Bank records and all other records showing the Plaintiff's contribution toward the purchase or maintenance of the property.

Date: **August 3, 2005**

  
R. Denning Gearhart  
Attorney for Plaintiff

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

MAURITA J. PETERS,  
(formerly Maurita J. Lanich),  
Plaintiff,

v.

EDWARD L. LANICH,  
Defendant.

No. 05-863-CD

**CERTIFICATE OF SERVICE**

This is to certify that the undersigned has on this date served a certified copy of the Request for Production of Documents Directed to Defendant filed in the above-captioned matter on the Defendant, Edward L. Lanich, by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Edward L. Lanich  
21106 NE Macedonia Road  
Blountstown, FL 32424

  
R. Denning Gearhart, Esquire

Date: August 3, 2005



