

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

012:50 PM

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.	:	No. 05- CD
	:	
EDWARD L. LANICH,	:	
Defendant	:	

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.

No. 05- -CD

EDWARD L. LANICH,
Defendant

**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.

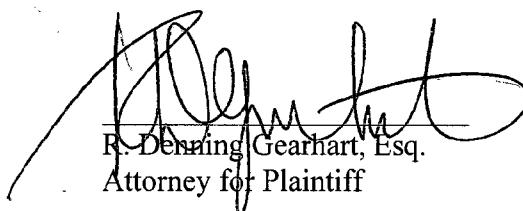
6. When the property was purchased, the purchase price was \$14,900. Three thousand five hundred of that was loaned to the parties by the Plaintiff's mother, Lulu Peterson. This loan was repaid entirely by the Plaintiff. The remaining balance was secured by a mortgage held by Mid-State Bank (now M & 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.

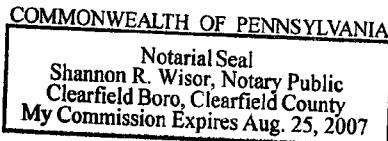
Maurita J. Peters
MAURITA J. PETERS

Sworn to and subscribed

before me, this 17th
day of June, 2005.

Shannon R. Wisor

Notary Public



IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

State of

County of

My Commission Expires

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.

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

THOMAS M. PLISCO, et ux.

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 PLATZKORN CO., WILLIAMSPORT, PA.

BAIRD & MILLER
ATTORNEYS AT LAW
PHILADELPHIA, 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 11, page 335, on the 36th

Book No. 737, Page 4, WITNESS my Hand and Official Seal this 5th day of May, 1977

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

Cliff J. 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 1st day of April 1977
 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, GRANTEEES 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.

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:

Tom L. Arnold

John L. Lanick
Minister Lanick

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 grantor 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.

Sealed and delivered in the presence of

Tom L. Arnold

} (SEAL)
— Thomas M. Plisco _____ (SEAL)
— Brenda S. Plisco _____ (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

— P. O. Box 245 —
Winburne, PA 16879

Attorney or Agent for Grantee
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



04-5-77
204 P.C.



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

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 19 82, 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 as follows~~

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

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)

Manita J. Lanich

Manita 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-

TO KAREN L. STARCK

**REGISTER OF WILLS
RECORDER OF DEEDS**



CLERK OF THE ORPHAN'S COURT

Box 361
Clearfield, Pa. 16830

July 19 1994

ATTORNEY

Mid State Bank

R N^o 81410 T

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

048668975-

✓ Satellite Mid-State Bank
Edward L. Janich

13 | 50

1619-350

PAID

1994

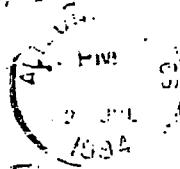
KAREN L. STROCK
Registrar & Recorder

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

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 LAMONT
60X 439
WILKINSBURG PA 15379-3439



IMPORTANT PAPERS

COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

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.

Leave over margin

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

COMMERCIAL 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

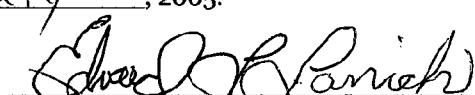
COMES NOW the Defendant, Edward L. Lanich, and answers as follows:

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 NO
m 11:51 AM CC
JUL 07 2005
william a. shaw
Prothonotary/Clerk of Courts

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. LANICH
Counter-Plaintiff

... 1200 77111101, 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 Communication Experience

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

THOMAS M. PLISCO, et ux.

EDWARD L. LANICH, et ux.
to

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 O. 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

MADE the 15th day of April 1977
 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. —

9 19 05 10:49a

— 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 E. Miller
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
Pittsburgh, City of CLEARFIELD CO. SS
My Commission Expires SEPTEMBER 1978

STATE OF TEXAS }
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. M. Barley
6-12 77

My Commission Expires

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

19 05 10:49a

Conservation Act of 1906, we, the undersigned, do hereby certify that we know and understand that 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. We further certify that this certification is in a color contrasting 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:

James L. Arnold

Donald H. Lanier
Mountaineer Land

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 grantor 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.

Sealed and delivered in the presence of

James L. Arnold

Thomas M. Plisco (SEAL)

Brenda S. Plisco (SEAL)

— Brenda S. Plisco — (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 J. Peccia
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

Platney Public in year one
State of Texas, Henderson Co.

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



005-77AA
004482
F.C.



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

EXHIBIT "B"

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD L. LANICH, Plaintiff } No. 82-1811-CD Term, 19.....

VERSUS

MAURITA J. LANICH, Defendant } DIVORCE

And Now, the 19th day of November 19 82,
the report of the Master is acknowledged. We approve his findings and recommendations;
~~except that~~

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

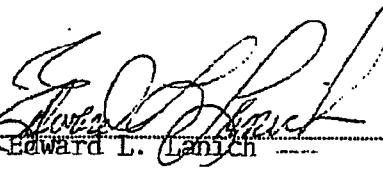
/s/ John K. Reilly, JR.
President Judge

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

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"

9 19 85 10:51a

ated: 4/19/77

to: 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 _____ Dollars

Eleven Thousand Two Hundred

(\$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,
(\$113.60). 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.

No. 05- 863 -CD

EDWARD L. LANICH,
Defendant

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
013-3584
JUL 18 2005
NO CC

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. : No. 05- 863 -CD
: :
EDWARD L. LANICH, :
Defendant :
:

Affidavit of Service

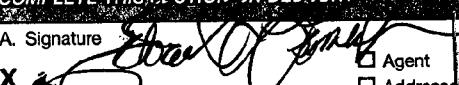
I, R. Denning Gearhart, hereby certify that I served Edward L. Lanich a true and correct copy of Plaintiff's Complaint in Partition of Real Property by certified mail addressed to Edward L. Lanich at his residence in Florida evidenced by the return receipt signed by the Defendant attached hereto.

Respectfully Submitted,



R. Denning Gearhart, Esq.

DATE: July 1, 2005

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY							
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Edward L. Lanich C. Date of Delivery 6/21/05</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: _____</p>							
<p>1. Article Addressed to:</p> <p>Edward L. Lanich 21106 N.E. Macedonia Road Blountstown, Florida 32424</p>		<p>3. Service Type</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> Certified Mail</td> <td><input type="checkbox"/> Express Mail</td> </tr> <tr> <td><input type="checkbox"/> Registered</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td><input type="checkbox"/> C.O.D.</td> </tr> </table> <p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>		<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail	<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail								
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise								
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.								
<p>2. Article Number (Transfer from service label) 7004 2510 0007 6101 5368</p>		<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>							

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

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

v.

No. 05-863-CD

EDWARD L. LANICH,
Defendant.

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 ^{cc}
07/26/2005 JUL 26 2005 Atty 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.

No. 05-863-CD

EDWARD L. LANICH,
Defendant.

**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:

1. *Phragmites australis* (Cav.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev.

2. *Phragmites australis* (Cav.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev.

3. *Phragmites australis* (Cav.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev.

4. *Phragmites australis* (Cav.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev.

5. *Phragmites australis* (Cav.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev.

6. *Phragmites australis* (Cav.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev.

7. *Phragmites australis* (Cav.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev.

8. *Phragmites australis* (Cav.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev.

9. *Phragmites australis* (Cav.) Trin. ex Stev.

10. *Phragmites australis* (Cav.) Trin. ex Stev.

11. *Phragmites australis* (Cav.) Trin. ex Stev.

12. *Phragmites australis* (Cav.) Trin. ex Stev.

13. *Phragmites australis* (Cav.) Trin. ex Stev.

14. *Phragmites australis* (Cav.) Trin. ex Stev.

15. *Phragmites australis* (Cav.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev.

16. *Phragmites australis* (Cav.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev.

17. *Phragmites australis* (Cav.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev.

18. *Phragmites australis* (Cav.) Trin. ex Stev. - *Phragmites communis* (L.) Trin. ex Stev.

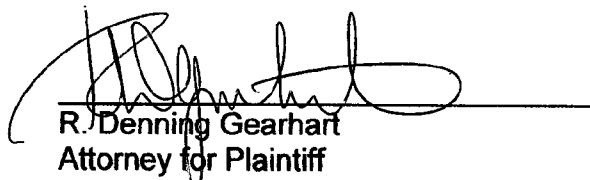
- A. The sum of \$3,500.00 for the Defendant, Edward L. Lanich, to purchase a camp.
- B. At least two withdrawals by the Defendant for \$1,000.00 each for unknown purposes.
- C. The balance for joint and family bills.

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 duly 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.

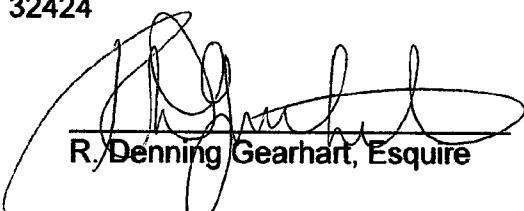
No. 05-863-CD

EDWARD L. LANICH,
Defendant.

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


R. Denning Gearhart, Esquire

Date: July 26, 2005

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.

No. 05-863-CD

EDWARD L. LANICH,
Defendant.

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
010130h
William A. Shaw
Prothonotary/Clerk of Courts
2 Cents to Mail

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

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

v.

No. 05-863-CD

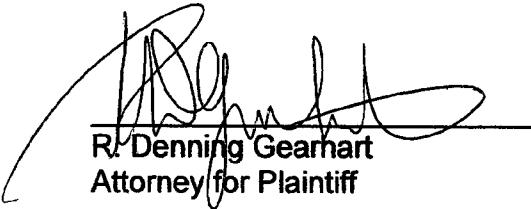
EDWARD L. LANICH,
Defendant.

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.

No. 05-863-CD

EDWARD L. LANICH,
Defendant.

**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.

No. 05-863-CD

EDWARD L. LANICH,
Defendant.

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

RECEIVED
CLERK OF COURTS
STATE OF PENNSYLVANIA

RECEIVED
CLERK OF COURTS
STATE OF PENNSYLVANIA
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STATE OF PENNSYLVANIA

FILED

AUG 03 2005

William A. Shaw
Prothonotary/Clerk of Courts