

05-896-CD  
Stanley Jury et al vs. Brian Jury et al

Stanley Jury et al v. Rebecca Jury  
2005-896-CD

## Civil Other

Date		Judge
06/22/2005	New Case Filed.	
	Filing: Civil Complaint Paid by: Carfley, John R. (attorney for Jury, Stanley M.) Receipt number: 1903338 Dated: 06/22/2005 Amount: \$85.00 (Check) Three CC Attorney Carfley	No Judge No Judge
07/13/2005	Ten-Day Notice, filed by Atty. Carfley No cert. copies.	No Judge
07/14/2005	Written Defense and Objections, filed from C/A no cert. copies.	No Judge
08/12/2005	Filing: Judgment Paid by: Carfley, John R. (attorney for Jury, Stanley M.) Receipt number: 1906510 Dated: 08/12/2005 Amount: \$20.00 (Check) Judgment entered in favor of the plaintiff and against the defendant, Rebecca M. Jury, only, filed by John R. Carfley Esq. 1CC Atty Carfley, Notice to deft., and statement to Atty.	No Judge No Judge
	Certificate of Service, filed. I hereby verify that a true and correct copy of the Complaint filed in the above matter was served upon Rebecca M. Jury on June 22, 2005, filed by s/ John R. Carfley Esq. 1CC Atty.	No Judge
08/15/2005	Motion for Specific Relief, filed by s/John R. Carfley, Esq. Two CC Attorney Carfley	No Judge
08/17/2005	Rule to Show Cause, dated August 17, 2005, filed. upon consideration of the foregoing Motion for Specific Relief, it is hereby ordered that an argument shall be held on the 9th day of September 2005 at 11:00 a.m. BY THE COURT: /s/ Fredric J. Ammerman, Judge. 2CC Atty Carfley.	Fredric Joseph Ammerman
09/09/2005	Certificate of Service, filed. That a true and correct copy of the letter and notice of Rule to Show Cause with the date of argument contained therein was served upon the Rebecca M. Jury on August 24, 2005 filed by John R. Carfley Esq. No CC.	Fredric Joseph Ammerman
	Order, NOW, this 9th day of September, 2005, it is Ordered that the Defendant shall complete transference of ownership of real estate, and that judgment shall be entered in favor of the Plaintiffs and against the Defendant for the rescission of the Real Estate Contract, together with monetary judgment in the amount of \$2,500. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Carfley	Fredric Joseph Ammerman

Date: 06/28/2005

Time: 09:35 AM

Page 5 of 9

**Clearfield County Court of Common Pleas**

User: BILLSHAW

**ROA Report**

**Case: 2001-00420-CD**

**Current Judge: Fredric Joseph Ammerman**

Joyce M. Meckley, Ronald C. Meckley vs. Otolaryngology Group of Central Pennsylvania, Inc., Steven Y. Kim MD, Clearfield Hospital

**Civil Other**

Date	Judge
09/09/2004	Order NOW, this 8th day of September, 2004, it is hereby Ordered that 1. Defendants shall produce the witnesses notice on Aug. 10, 2004 for their depositions on or before Nov. 12, 2004, 2. Discovery shall be completed by Dec. 14, 2004, 3. Plaintiffs' expert reports shall be due on Jan. 28, 2005, 4. Defendants' expert reports shall be due on Mar. 15, 2005, 5. The Court Administrator is directed to place this matter on the winter 2004 Term of Court. S/FJA 2 CC to Atty. Schwazwaelder 3 CC to Atty. Blasko, Notice of Service of Plaintiff's Second Set of Interrogatories Directed to Def. filed by Atty. No CC. Fredric Joseph Ammerman
09/16/2004	Certificate of Service, Defendant Dr. Steven Kim's Answers to Plaintiffs' Second Set of Interrogatories, upon Arthur L. Schwarzwaelde, Esq. and Michael Sosnowski, Esq., filed by s/Darryl R. Slimak No CC Fredric Joseph Ammerman
10/14/2004	Certificate of Service, Defendant Dr. Steven Y. Kim's Answers to Plaintiffs' Fredric Joseph Ammerman First Set of Interrogatories in the above-captioned matter, by 1st class mail Oct. 12, 2004 to Arthur L. Schwarzwaelde, Esq. and Michael Sosnowski, Esq. no CC Certificate of Service, Defendant Dr. Steven Y. Kim's Answers to Plaintiffs' Fredric Joseph Ammerman First Request for Production of Documents in the above-captioned matter, by 1st class mail Oct. 12, 2004 to Arthur L. Schwarzwaelde, Esq. and Michael Sosnowski, Esq. no CC
10/22/2004	Certificate of Service, Notice of Intent to Serve Subpoenas for Production of Documents and Things directed to Dubois Magnetic Imaging Center by 1st class mail on October 21, 2004, to: Arthur L. Schwarzwaelde, Esquire, and Michael Sosnowski, Esquire. Filed by s/ Darryl R. Slimak, Esquire. No CC Fredric Joseph Ammerman
10/28/2004	Notice of Service of Answers To Plaintiffs' First Set of Interrogatories and response to request for production of Documents Directed to Defendant Clearfield Hospital, filed on Behalf of Defendant Clearfield Hospital. Served on Oct. 27 2004 by 1st class mail to Arthur L. Schwarzwaelde, Esquire. Filed by s/ Michael A. Sosnowski, Esquire. No cC Fredric Joseph Ammerman
11/03/2004	Notice of Service, Plaintiffs' Second Set of Interrogatories Directed to Defendants Otolaryngology Group of Central PA, Inc. and Steven Y. Kim, M.D.; by 1st class mail on Nov. 1, 2004, filed by s/ Arthur L. Schwarzwaelde, Esquire. Certificate of Service, Plaintiffs' Notice of Service was mailed on Nov. 1, 2004 to Darryl Slimak, Esquire, and Michael A. Sosnowski, Esquire. No CC Fredric Joseph Ammerman
11/04/2004	Notice of Service, Plaintiff's Second Set of Interrogatories Directed to Defendant Clearfield Hospital; filed by s/ Arthur L. Schwarzwaelde, Esquire. No CC Fredric Joseph Ammerman
11/10/2004	Notice of Service, filed by Atty. Schwarzwaelde no cert. Served Plaintiff's Third Set of Interrogatories Directed to Defendants Otolaryngology Group and Steven Y. Kim, M.D> Certificate of Service, Notice of Oral Deposition Directed to Kimberly Campbell, upon Arthur L. Schwarzwaelde, Esq. and Michael Sosnowski, Esq., filed on behalf of Defendants Otolaryngology Group of Central Pennsylvania, Inc. and Steven Y. Kim, M.D., by s/ Darryl R. Slimak, Esquire. No CC Fredric Joseph Ammerman

Stanley & Paulette Jury

Brian & Rebecca Jury

2005-896-0

(C03) 848-2001

Re: Default  
Judgment

Response was  
denied.

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

STANLEY M. JURY, ET UX.  
(Plaintiff)

7095 Sanborn Street  
(Street Address)

Osceola Mills, PA 16666  
(City, State ZIP)

CIVIL ACTION

No. 2005-896-CD

Type of Case: Civil

Type of Pleading: Complaint

VS.

BRIAN M. JURY & REBECCA  
(Defendant) M. JURY

17 Bridge Street, Apt. 4  
(Street Address)

Pittsfield, NH  
(City, State ZIP)

Filed on Behalf of:

Plaintiff  
(Plaintiff/Defendant)

John R. Carfley

(Filed by)

P. O. Box 249  
Philipsburg, PA 16866

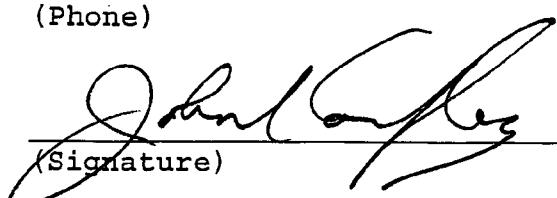
(Address)

814-342-5581

(Phone)

(Signature)

**FILED** 3CC  
01/14/06 Atty Carfley  
JUN 22 2005  
William A. Shaw Atty pd. 85:00  
Prothonotary/Clerk of Courts



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

STANLEY M. JURY and PAULETTE

E. JURY, husband and wife

Plaintiffs,

-vs-

: No. 2005 - - CD

BRIAN M. JURY and REBECCA M.

JURY, individually and formerly as

husband and wife,

Defendants. :

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 claims 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 FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 Extension 5982

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

STANLEY M. JURY and PAULETTE :

E. JURY, husband and wife

Plaintiffs,

-vs-

: No. 2005 - - CD

BRIAN M. JURY and REBECCA M. :

JURY, individually and formerly as  
husband and wife,

Defendants. :

COMPLAINT

AND NOW COME, the Plaintiffs, STANLEY M. JURY and PAULETTE E. JURY, husband and wife, who by and through their attorney John R. Carfley, Esquire, set forth the following claim against the Defendants, BRIAN M. JURY and REBECCA M. JURY and in support of said claims set forth the following factual averments:

1. Plaintiffs Stanley M. Jury and Paulette E. Jury, husband and wife, are adult individuals currently residing at 7095 Sanborn Street, Osceola Mills, Clearfield County, Pennsylvania.

2. Defendant Brian M. Jury is an adult individual currently residing at 149 North Buckeye Street, Bellevue, Ohio.

3. Defendant Rebecca M. Jury is an adult individual currently residing at 17 Bridge Street, Apartment #4, Pittsfield, New Hampshire.

4. On or about February 28<sup>th</sup>, 2003, Plaintiffs entered into a Real Estate Purchase Agreement with the Defendants, who at the time were living together as husband and wife.

5. Under said Agreement, Plaintiffs were to assist the Defendants in acquiring a property located in Ramey Borough, more fully described in Deed Book 758, Page 479 and Deed Book 759, Page 457 in the Office of the Recorder of Deeds of Clearfield County; being lot #26 and part of lot #28 in the General Plan of Ramey Borough. A true and correct copy of said Agreement is attached hereto as Exhibit "A".

6. Under the terms of the Agreement, Plaintiffs would co-sign with the Defendants all financial documents including a Mortgage and Note with Clearfield Bank and Trust to allow for the purchase of the aforementioned property. In exchange, Defendants

agreed to be solely responsible for all mortgage payments, insurance premiums, and school or real estate taxes and to "hold the (Plaintiffs) harmless and agree to protect and forever defend (Plaintiffs) from any and all liability which might attach as a result of the ownership of the subject tract of land."

7. On February 28<sup>th</sup>, 2003, the Agreement was executed and signed by both the Plaintiffs and the Defendants and notarized by Nancy M. Smeal, Notary Public, Graham Township, Clearfield County, Pennsylvania.

8. Shortly thereafter, Defendants assumed occupancy of the property and began to make the required payments directly to the Plaintiffs as required under the terms of the Agreement.

9. At some time prior to October 2003, Defendants separated, and Defendant Brian Jury relocated to the State of Ohio leaving the Defendant Rebecca Jury residing in the subject premises in Ramey Borough. Eventually, Defendant Rebecca Jury vacated the residence, leaving the property unoccupied.

10. Beginning in October 2003 and continuing up to the present date, Defendants have failed to make any of the payments required under the terms of the Real Estate Purchase Agreement, forcing the Plaintiffs to assume all of the mortgage, insurance and tax obligations, all of which is in breach of the contract terms and conditions earlier specified as the consideration due the Plaintiffs' for their commitment under the terms of the Real Estate Contract.

#### COUNT I – Breach of Contract - Rescission of Contract

11. Plaintiffs incorporate paragraphs 1 through 10 inclusive as fully as though set forth herein at length.

12. Under the terms of the aforementioned Real Estate Purchase Agreement, the Defendants are obligated to make all of the payments associated with the ownership of the subject property including, but not limited to, the mortgage payment, insurance premium and all associated taxes.

13. Since October of 2003, Defendants have failed to make any of the required payments either to the Plaintiffs or directly to the institutions to which the debt is owed.

14. Plaintiffs have suffered financial hardship by having to assume all of the debt load for which the Defendants have failed to make payment as required under the Agreement.

15. The Defendants failure to make these payments as required under the terms of the Agreement constitutes a material breach of contract for which rescission of the Agreement is a reasonable, just and recognized remedy.

WHEREFORE, Plaintiffs demand that this Honorable Court enter judgment for the Plaintiffs and against the Defendants individually and jointly, rescinding the Real Estate Purchase Agreement and vesting full right, title and interest in the subject property with the Plaintiffs.

COUNT II – Breach of Contract - Restitution

16. Plaintiffs incorporate paragraphs 1 through 15 inclusive as fully as though set forth herein at length.

17. Since October of 2003, Plaintiffs have been required to make all payments associated with the ownership of the subject property including all mortgage payments, insurance premiums and taxes, all because of Defendants failure to meet their obligations as set forth under the terms of the Real Estate Purchase Agreement.

18. Defendants failure to make the aforementioned payments constitutes a material breach of contract and restitution to the Plaintiffs for all amounts paid on behalf of the Defendants plus interest and costs is a proper remedy under contract law.

WHEREFORE, the Plaintiffs request that this Honorable Court enter judgment on behalf of the Plaintiffs against the Defendants, jointly and severally for an unliquidated amount in excess of \$10,000.

COUNT III – Breach of Contract

19. Plaintiffs incorporate paragraphs 1 through 18 inclusive as fully as though set forth herein at length.

20. Sometime prior to December 1, 2004, Defendants, Brian M. Jury and Rebecca J. Jury, approached the Plaintiffs and requested the Plaintiffs to have their attorney prepare a rescission of the Real Estate Purchase Agreement in order to eliminate the need for instituting suit to legally rescind the Sales Agreement and vest full title to the premises in the joint names of the legal owners, to wit, Stanley M. Jury and Paulette E. Jury.

21. The said Rescission Agreement was prepared by Plaintiffs' counsel at Plaintiffs' expense and was submitted to the parties for signature on or about December 1, 2004.

22. The said Agreement, a true and correct copy of which is affixed hereto as Exhibit "B" was signed by the Defendant, Brian M. Jury on or about December 8, 2004, all of which is substantiated by the signature page affixed hereto as Exhibit "B".

23. Despite repeated requests by telephone, written correspondence and facsimile transmissions, Defendant, Rebecca M. Jury, refused and has continued to refuse

to execute the Rescission Agreement, all to the detriment and expense of the Plaintiffs herein.

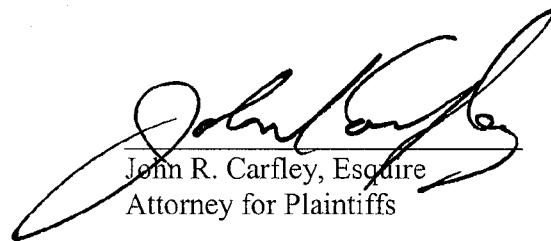
24. The reasonable costs associated with the activities of the Plaintiffs through their legal counsel which have accrued to date in this matter are \$1,500, for which Plaintiffs now make claim.

25. The failure to conclude this matter without the need for litigation occurred solely and exclusively because of Defendant Rebecca M. Jury's refusal to execute the Rescission Agreement as agreed to.

26. Based on the facts of this case, Defendant Rebecca M. Jury is solely and exclusively liable for the litigation costs now incurred by the Plaintiffs as well as those costs associated with the preparation of the Rescission Agreement.

27. Plaintiffs request that the provisions of the Real Estate Rescission Agreement be implemented by the Court and that a monetary judgment in a liquidated amount of \$1,500 be assessed against the Defendant, Rebecca M. Jury, individually, for failure to conclude this transaction in an expeditious and affirmative manner.

WHEREFORE, Plaintiffs demand that judgment be entered in favor of Plaintiffs and against Defendant, Rebecca M. Jury for rescission of the contract and for re-vesting of legal title in the said premises to the Plaintiffs with a termination of all equitable rights in and to the said premises which Brian M. Jury or Rebecca M. Jury may now assert, together with a judgment in the amount of \$1,500 for fees and costs associated with this proceeding as well as a judgment for legal fees and litigation expenses in an amount of more than Ten Thousand Dollars (\$10,000.00).

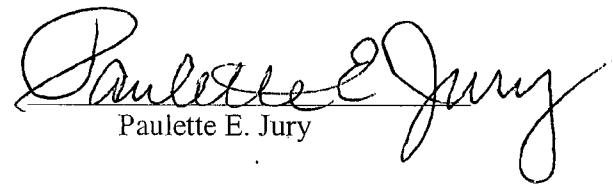


John R. Carfley, Esquire  
Attorney for Plaintiffs

Dated: June 17<sup>th</sup>, 2005

VERIFICATION

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



Paulette E. Jury

Dated: June 17, 2005

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

STANLEY M. JURY and PAULETTE  
E. JURY, husband and wife

Plaintiffs,  
-vs- : No. 2005 - - CD

BRIAN M. JURY and REBECCA M.  
JURY, individually and formerly as  
husband and wife,

Defendants. :

CERTIFICATE OF SERVICE

I do certify that I made service of the foregoing Complaint upon the following by  
depositing the same in the United States mail, sent certified, return receipt requested,  
postage prepaid, this 22nd day of June, 2005, addressed as follows:

Rebecca M. Jury  
17 Bridge Street, Apartment #4  
Pittsfield, NH



John R. Carfley, Esq.  
Counsel for Plaintiff  
P. O. Box 249  
Philipsburg, PA 16866  
(814) 342-5581

# EXHIBIT "A"

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and executed this 28<sup>th</sup> day of February, 2003, by and between Stanley M. Jury and Paulette E. Jury, of 330 Graham Station Road, Osceola Mills, Clearfield County, Pennsylvania, husband and wife, parties of the first part, hereinafter referred to as "PARTIES OF THE FIRST PART",

AND

Brian M. Jury and Rebecca M. Jury, of 7095 Sanborn Street, Osceola Mills, Clearfield County, Pennsylvania, husband and wife, parties of the second part, hereinafter referred to as "PARTIES OF THE SECOND PART".

WITNESSETH

WHEREAS, the Parties of the First Part and the Parties of the Second Part are jointly involved in the purchase of certain real estate within Ramey Borough, Clearfield County, Pennsylvania; and,

WHEREAS, that the Parties of the First Part are assisting the Parties of the Second Part in having available to them sufficient financial resources in order to allow for the purchase of that premises located within Ramey Borough, Clearfield County, Pennsylvania; and,

WHEREAS, Clearfield Bank and Trust Company has required all four (4) parties noted above, including all Parties of the First Part and all Parties of the Second Part to execute the Mortgage Documents to be filed of record in regard to the above referenced transaction; and,

WHEREAS, the Parties of the First Part and the Parties of

the Second Part desire to set forth in writing their understanding and agreement concerning the financing required for the purchase of the property located in the Borough of Ramey, Clearfield County, Pennsylvania as well as their understanding as to who is to be financially responsible for the payments to be made in regard to the subject premises located within Ramey Borough, Clearfield County, Pennsylvania.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and provisions hereinafter set forth and with the intention of being legally bound hereby, the Parties hereto agree as follows:

1. That it is expressly agreed by the Parties to this Agreement that the premises being purchased is to inure and be held for the benefit of the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife. Said land is more particularly bounded and described as set forth on Exhibit "A" which is attached hereto and incorporated herein by reference.

2. That it is the express agreement of the parties that the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife, are solely responsible for the payment of all mortgage payments which accrue as a result of the purchase of the above referenced parcel of ground located in Ramey Borough, Clearfield County, Pennsylvania.

3. That it is the express agreement of the parties that the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife, are solely responsible for the payment of all insurance payments which accrue as a result of the purchase of the

above referenced parcel of ground located in Ramey Borough, Clearfield County, Pennsylvania, with said insurance to include all fire, casualty and liability insurance required to be held or held by the parties to this Agreement on the subject tract of land.

4. That it is the express agreement of the parties that the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife, are solely responsible for the payment of all taxes which accrue as a result of the purchase of the above referenced parcel of ground located in Ramey Borough, Clearfield County, Pennsylvania, including but not limited to all Borough, County or School taxes associated with regard to the ownership of the subject tract of land as well as any and all additional assessments which might be imposed as a result of said ownership of land.

5. That the parties hereto specifically agree that they shall not be any transfer or assign, either in whole or in part, of any portion of the subject premises without first having obtained the express written consent of all parties hereto.

6. That the Parties of the Second Part expressly promise and pledge to hold the Parties of the First Part harmless and agree to protect and forever defend the Parties of the First Part from any and all liability which may occur as a result of the ownership of the subject tract of land as well as from any suits, claims or assessments which arise from the use or ownership of the subject tract of land by the Parties of the Second part.

7. That the parties hereto agree that this Agreement shall not be recorded in the Office of the Recorder of Deeds in

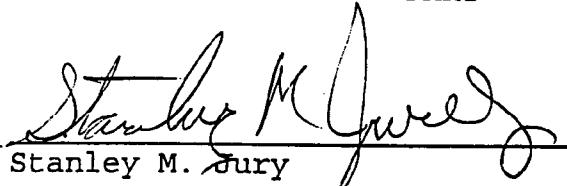
Clearfield County or any other office or place of public record without the specific written consent of all parties.

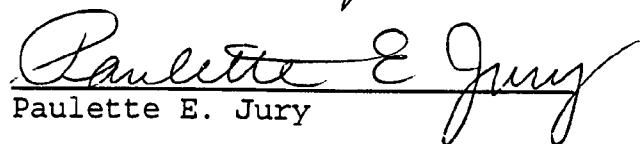
8. That this Agreement represents the entire understanding of the parties and shall not be amended, changed or modified in any manner or form unless in writing executed by both the Sellers and the Buyers.

9. This Agreement shall be construed under and in accordance with the Laws of the Commonwealth of Pennsylvania.

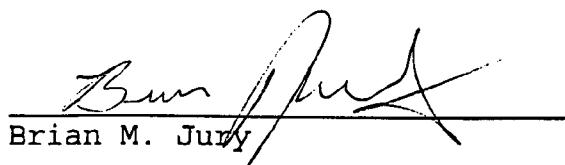
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

PARTIES OF THE FIRST PART

  
\_\_\_\_\_  
Stanley M. Jury

  
\_\_\_\_\_  
Paulette E. Jury

PARTIES OF THE SECOND PART

  
\_\_\_\_\_  
Brian M. Jury

  
\_\_\_\_\_  
Rebecca M. Jury

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

On this the 28<sup>th</sup> day of February, 2003, before me the undersigned officer, personally appeared Stanley M. Jury and Paulette E. Jury, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Nancy M. Smeal

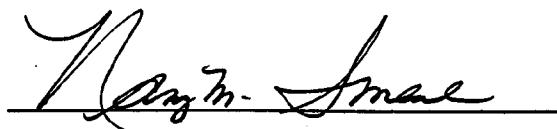
NOTARIAL SEAL  
NANCY M. SMEAL, Notary Public  
Graham Township, Clearfield Co., PA  
My Commission Expires, May 4, 2006

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

On this the 28<sup>th</sup> day of February, 2003, before me the undersigned officer, personally appeared Brian M. Jury and Rebecca M. Jury, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



NOTARIAL SEAL  
NANCY M. SMEAL, Notary Public  
Graham Township, Clearfield Co., PA  
My Commission Expires, May 4, 2006

of Ramey, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a 3/4" rebar (set) at the northeast corner of Lot Number 24 in Block "B" of the General Plan of the Borough of Ramey, said rebar being the northeast corner of lands of William Dewey Stott III as recorded in Deed Book 1812, Page 222, said rebar being on the western right of way line of Pennsylvania State Route SR-0253 (Main Street), said point of beginning being the southeast corner of the parcel herein conveyed and running; thence along the northern line of lands of William Dewey Stott III and being the northern line of Lot Number 24 North 56 degrees 26 minutes 41 seconds West a distance of 150.00 feet to a 3/4" rebar (set), said rebar being on the eastern right of way line of a designed alley; thence along the eastern right of way line of said alley North 33 degrees 51 minutes 15 seconds East a distance of 76.90 feet to a point, said point being the southwest corner of lands of Jason and Donna M. Hansel as described in Instrument No. 200206844; thence along the southern line of lands of Jason and Donna M. Hansel the following courses and distances: South 56 degrees 16 minutes 55 seconds East a distance of 36.80 feet to a point; North 33 degrees 39 minutes 09 seconds East passing through a 3/4" rebar (set) at a distance of 2.75 feet and continuing on for a total distance 23.21 feet to a 3/4" rebar (set) said rebar being on the southern line of Lot No. 30 of the General Plan of the Borough of Ramey; South 56 degrees 26 minutes 41 seconds East a distance of 113.28 feet to a 3/4" rebar (set), said rebar being on the western right of way line of Pennsylvania State Route SR-0253 (Main Street); thence along the western right of way line of Pennsylvania State Route SR-0253 South 33 degrees 51 minutes 16 seconds West a distance of 100.00 feet, along to a 3/4" rebar (set) and place of beginning.

Containing 14,149.47 sq. ft. 0.325 acres and known as Lot Number 26 and a portion of Lot Number 28 of the General Plan of Ramey and as also shown on a plat map prepared by Curry & Associates, dated March 30, 1994 and revised on February 6, 2003, a photocopy of which is attached hereto and made a part hereof.

SUBJECT TO all restrictions, reservations, easements, conditions, covenants and rights of way as may be contained in prior instruments of record.

BEING the same premises, known as Lot No. 26, which Robert A. Williams and Dorothy Williams granted and conveyed to Robert A. Williams and Dorothy Williams, by deed dated April 17, 1978 and recorded in Clearfield County Deed Book 758, Page 479. AND BEING a part of the same premises, known as part of Lot No. 28, which Robert A. Williams and Dorothy Williams granted and conveyed to Robert A. Williams and Dorothy Williams, by deed dated April 24, 1978 and recorded in Clearfield County Deed Book 759, Page 457. Said Robert A. Williams died June 11, 1989, vesting title in Dorothy Williams, his surviving spouse. Dorothy Williams died November 24, 1993 and by her Last Will and Testament dated November 18, 1988 and appearing of record in Estate No. 93-644, she left all the hereinbefore described premises to her children and Grantors herein: Jon R. Williams, Robert S. Williams, Dean Williams, Dorothy Williams, Sally A. Williams, Nancy Williams Hensal, and Mark A. Williams.

## EXHIBIT "B"

7. All parties agree that this agreement shall not be recorded in the Office of the Recorder of Deeds in Clearfield County nor in any way be made a part of public knowledge.
8. This Agreement represents the entire understanding of the parties and shall not be amended, changed or modified in any manner or form unless executed in writing by all parties.
9. This Agreement shall be construed under and in accordance with the Laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

**PARTIES OF THE FIRST PART**

---

Stanley M. Jury

---

Paulette E. Jury

**PARTIES OF THE SECOND PART**



Brian M. Jury

---

Rebecca M. Jury

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

STANLEY M. JURY, ET UX.

(Plaintiff)

7095 Sanborn Street

(Street Address)

Osceola Mills, PA 16666

(City, State ZIP)

CIVIL ACTION

No. 2005-896-CD

Type of Case: Civil

Type of Pleading: Ten day Notice  
of Default

Filed on Behalf of:

Plaintiffs

(Plaintiff/Defendant)

VS.

BRIAN M. JURY & REBECCA M.

(Defendant) JURY

5 Elm Street, Apt. C

(Street Address)

Pittsfield, NH 03263

(City, State ZIP)

John Rl Carfley

(Filed by)

P. O. Box 249

Philipsburg, PA 16866

(Address)

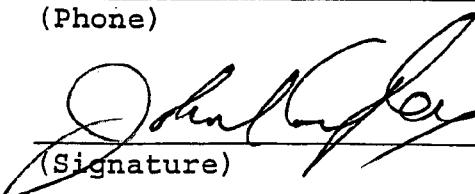
814-342-5581

(Phone)

(Signature)

FILED  
JUL 13 2005  
NO CC

William A. Shaw  
Prothonotary/Clerk of Courts



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

STANLEY M. JURY and PAULETTE :  
E. JURY, husband and wife

Plaintiffs,  
-vs- : No. 2005 - - CD

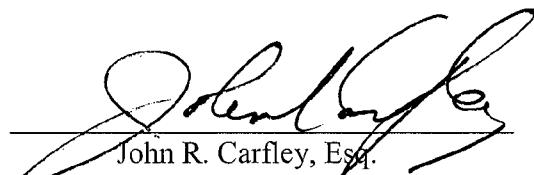
BRIAN M. JURY and REBECCA M. :  
JURY, individually and formerly as  
husband and wife, :

Defendants. :

CERTIFICATE OF SERVICE

I hereby verify that a true and correct copy of the within document was served  
upon the following party at the following address on July 12, 2005, by ordinary mail, first  
class, postage prepaid.

Rebecca M. Jury  
5 Elm Street, Apt. C  
Pittsfield, NH 03263



John R. Carfley, Esq.  
P. O. Box 249  
Philipsburg, PA 16866  
Attorney for Plaintiff

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

STANLEY M. JURY and PAULETTE :  
E. JURY, husband and wife

Plaintiffs,

-vs- : No. 2005 - 896 - CD

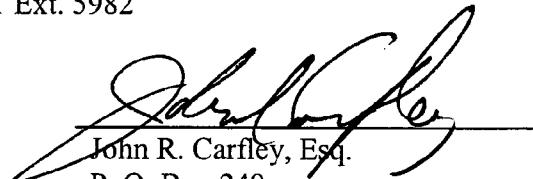
BRIAN M. JURY and REBECCA M. :  
JURY, individually and formerly as  
husband and wife, :

Defendants. :

**IMPORTANT NOTICE**

**YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

COURT ADMINISTRATOR'S OFFICE  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 Ext. 5982



John R. Carfley, Esq.  
P. O. Box 249  
Philipsburg, Pa., 16866  
Attorney for Plaintiff

Dated: July 12, 2005

FILED  
m 11:01 AM  
JUL 14 2005  
No CC  
A

Court Administrator  
Courthouse  
Clearfield, Pa 16830

William A. Shaw  
Prothonotary/Clerk of Courts

Date July 7, 2005

This is a written defense and objection to the claims set forth against me in the case of Stanley M. Jury and Paulette E. Jury vs Brian M. Jury and Rebecca M. Jury dated June 22, 2005. I, Rebecca M. Jury, have been living with my two children in New Hampshire since February 2004 where I was born and where my close blood relatives live. I have been solely supporting my two children on very low income without receiving court ordered child support payments from my separated husband, Defendant Brian M. Jury, since February 2004. I hope the court understands that I cannot afford an attorney to represent me in this matter and am relying on voluntary advice and assistance from my family and others to understand this matter and prepare this written defense. I am presenting the following in attempt to defend myself regarding the matter.

1. In February 2003, I signed documents relating to the property at Main Street, Ramey, Pa. that I did not understand since I am not experienced in real estate transactions. I trusted Brian Jury and his parents to the extent that they would not seek to harm my children or me financially or otherwise. At the time, I thought that Brian Jury's mother and father (Plaintiffs) were only cosigning the loan amount of \$21,000 to allow Brian Jury and I to purchase the property. The "Real Estate Purchase Agreement" states "WHEREAS, that the Parties of the First Part (Plaintiffs) are assisting the Parties of the Second Part (Defendants) in having available to them sufficient financial resources in order to allow for the purchase of that premises located within Ramey Borough, Clearfield County Pennsylvania". I thought that Brian Jury and I were allowed to live in the apartment while Brian Jury was to pay the payments to the bank.
2. Many renovations to the apartment were needed in order to live there. Brian Jury did not have any credit and insisted at the time to charge the materials to my credit card, which was in my name only. I realize now that I should not have agreed to charge the materials to my credit card but at the time I felt that I didn't have a choice in order to have a place to live. The amount charged for materials was approximately \$7,000. I have not been able to pay the credit card payments and the balance now including interest and penalties is over \$10,000. This has caused a substantial financial hardship for me and harmed my credit.
3. I moved into the upstairs apartment in May 2003 along with my two children. Brian Jury and I were having differences and he did not move in with us. I officially separated from Brian Jury in July 2003 and filed with the court to receive child support from Brian Jury to help support Brian Jury's and my two children. In determining the child support amount, Brian Jury was allowed to pay a reduced child support amount since he was paying for expenses associated with the property at Main Street, Ramey, Pa.
4. In December 2003, I decided to vacate the property since Brian moved to Ohio to live with Paulette Jury's (Plaintiffs) daughter and taking care of the property by myself

was too much of a hardship on me. I informed Brian Jury that I was moving and he told me to lock the apartment and leave the keys inside. Brian Jury and the Plaintiffs were going to re-rent the apartment and two commercial units, of which the rent should more than cover the cost of property expenses.

5. Also upon the separation, I filed for a divorce with Brian Jury but he refused (and still refuses) to sign any divorce agreement. One of the divorce statements said that all property was to be divided between us. If Brian Jury was willing to complete a divorce, then the building ownership now in dispute would likely have been taken care of in the divorce agreement so this matter would not be a problem now.
6. I understood that Brian Jury was continuing to pay the expenses since it was part of the child support order. I did not hear from the Plaintiffs until May 12, 2004, when I received a letter from Attorney Carfley, claiming that Brian Jury was not paying any expenses and said that it was necessary for me to sign a "Rescission to Real Estate Purchase Agreement". I don't fully understand the Agreement, but after discussing the matter with real estate professionals and reviewing the closing documents with them, I now understand that the Plaintiffs also have ownership in the property. I am one of four owners. In signing the Rescission Agreement and a subsequent deed, I would be relieving the Plaintiffs from having to pay me for the improvements I paid for and any other possible investment gains associated with the property.
7. After calling Attorney Carfley's office several times (as he "encouraged" me to do in his letter of May 12, 2004), I was unable to reach him and he never called me back. I was hoping that Attorney Carfley would offer fair and independent advice to all the parties involved, but apparently he is only considering the Plaintiffs interest to harm me financially and emotionally. So, with the assistance of someone who has experience with real estate transactions, I sent a letter dated July 13, 2004 (enclosed) to Attorney Carfley. I also consulted an attorney here in New Hampshire (who was nice enough to not charge me for the initial consultation) who recommended that if Attorney Carfley insists on resolving the matter in court, to ask the court to parse my ownership in the property based on a fair and equitable method.
8. As the letter states, I believe that a reasonable and fair resolution to this matter is to have an independent appraisal done on the property to determine its fair market value. Then put the property on the market for sale based on that value. Upon the sale each owner would receive one-fourth portion of the purchase price, less sales commissions and real estate taxes, etc. associated with the sale, less verified debt owed to lender. I would also be reimbursed from the other three owners for three-fourths of the \$7,000 I put into the improvements.
9. If the Plaintiffs want to purchase the property, the price to them should be based on the fair market value.
10. I then received a letter from Attorney Carfley dated July 27, 2004, which he agreed that I should be entitled to my portion of equity and cost of improvements I made to the property. However, he stated that the Plaintiffs did not want to have an appraisal done (without giving a reason) and were looking for "a fair and reasonable buyout" of my equity. I don't know anyone who can determine my equity without having an appraisal done. I was also advised from a real estate broker that the property was likely purchased at far below market value at \$21,000. That, along with the improvements made and increasing property values, it is likely to appraise at more

- than 3 to 4 times the purchase price. However, in attempt to satisfy the Plaintiffs, as I replied to Attorney Carfley in my letter of August 12, 2004, that I was willing to accept \$10,000 as a "buy out" of my equity and improvements I made based on a guess of how much the property is valued.
11. Then on October 25, 2004, I received another letter from Attorney Carfley that said that the most the Plaintiffs would pay me was \$1,000. I called Attorney Carfley's office and left him a message that I would agree to \$7,000 for the reimbursement of the improvement materials.
  12. I did not receive any word or correspondence from Attorney Carfley regarding this matter until I received the documents from the Court eight months later on June 24, 2005. When I read this document I felt threatened since it was written by an Attorney stating that I will have to pay "liquidated Damages" fees and some unknown amount higher than \$10,000! The Real Estate Purchase Agreement states in paragraph 1 "That it is expressly agreed by the Parties to this Agreement that the premises being purchased is to inure and be held for the benefit of the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife". I only lived in the apartment for less than six months and have not received any other benefit from the property. During that time the rent expense was paid. If the property was for my benefit, why are they now threatening to make me pay over \$10,000? I don't understand the reasoning behind this threat. I believe that it is a clear attempt to take advantage of my inability to pay for legal advice, my lack of real estate knowledge and the fact that I live in New Hampshire. I stated in writing to Attorney Carfley, that I was only seeking to get reimbursed for the money I spent on the materials in the apartment.

Instead of requiring a time consuming and costly legal court process, I respectfully request the Court to consider the above information and require that the Plaintiffs have an independent appraisal done on the building in order to sell the property based on that appraisal. This will serve as a common and relatively easy way to fairly and equitably resolve this matter.

Respectfully submitted,

Rebecca M. Jury  
17 Bridge Street Apt4  
Pittsfield, NH

Enclosures:

Letter of May 12, 2004  
Letter of July 13, 2004  
Letter of July 27, 2004  
Letter of August 12, 2004  
Letter of October 25, 2004  
Rescission to Real Estate Purchase Agreement  
Real Estate Purchase Agreement  
Deed

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

STANLEY M. JURY and PAULETTE

E. JURY, husband and wife

Plaintiffs,

-vs-

No. 2005-896-CD

BRIAN M. JURY and REBECCA M.

JURY, individually and formerly as

husband and wife,

Defendants.

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 claims 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 FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 Extension 5982

JOHN R. CARFLEY  
ATTORNEY AT LAW  
222 PRESQUEISLE STREET  
P. O. BOX 249  
PHILIPSBURG, PENNSYLVANIA 16866

AREA CODE 814  
TELEPHONE 342-5581  
FAX 342-1127

May 12, 2004

Ms. Rebecca Jury  
17 Bridge Street, Apartment #4  
Pittsfield, NH 03263

Dear Ms. Jury,

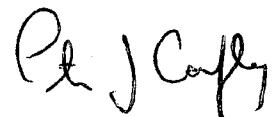
I have recently been retained by Stanley and Paulette Jury to assist them in protecting their interest in the property located in Ramey Borough, which was the subject of the sales agreement signed by yourself and Brian with them in February of last year. Since October, neither Brian nor you have made any of the mortgage payments to the Jurys as set forth under paragraph 2 of the agreement. In addition, the Jurys have been forced to pay all of the annual real estate taxes and for the existing insurance policy on the property, which under the conditions of the agreement also were the responsibility of you and Brian.

Clearly, any court of law would find that you and Brian have breached your duties under the terms of the agreement and are liable to the Jurys for the mortgage, tax and insurance payments, which have as yet been unmade. However, in speaking with Mrs. Jury, it is not her intention to seek restitution for the delinquent payments owed, rather she only wishes to rescind the earlier agreement of sale so that she and her husband can have exclusive control over the building and the options that go with ownership of the property including the rental of the space and the possibility of refinancing at a lower interest rate.

I am enclosing a document entitled "Rescission to Real Estate Purchase Agreement" for your perusal with the hopes that you are willing to join in the execution of this document along with all of the other parties involved. Again, while you would be relinquishing your interest in the property, it would be in exchange for the forgiveness of all outstanding debt owed as a result of the failure to make the required payments to the Jurys. This agreement is intended to avoid expensive and unnecessary litigation that would likely result in a similar outcome and additional liability to you and Brian for the default on payments. I am hoping that an easy resolution can be reached in this matter, however the Jurys are serious about gaining control of the property and are willing to proceed to litigation if necessary.

Please review the enclosed agreement and should you find it satisfactory, sign and have notarized your part of the document and return it to my office. Should you agree to the document in principal but require slight modification to the terms, please make any of the relevant changes and forward a copy to my office for re-drafting. Finally, should you need to speak to me regarding this situation please do not hesitate to contact me at your convenience. I will attempt to do whatever is possible within the basic framework of the agreement to facilitate a peaceful resolution to this problem, however, I would ask that you respond within ten (10) days of receipt of this letter. Failure to respond will force my clients to seek an alternative resolution to this situation, more than likely that would be the filing of suit against yourself and Brian. Again, it is my hope that it would not come to that point, so anyway we can work with you to resolve this situation we are open to discuss. Thank you in advance for your consideration in this matter.

Very truly yours,



Peter J. Carfley, Esquire

cc: Paulette and Stanley Jury  
Brian Jury

VIA VERIFIED FAX 814-342-1127

July 13, 2004

John R. Carfley  
Attn: Peter J. Carfley  
222 Prequeisle Street  
Phillipsburg, Pa. 16866

Dear Mr. Carfley:

I received your letter dated May 12, 2004 via certified mail the week of June 28<sup>th</sup> and have tried calling your office several times but have not heard back from you. Therefore I am sending this FAX to you in response to your letter.

I am sorry to hear that Stanley and Paulette Jury have had to pay expenses associated with the house Brian Jury and I own. Brian and I have been separated for several months and I understood that Brian was paying the expenses. I have asked Brian to jointly obtain a divorce with stipulations regarding this property but he has refused to date.

In order to resolve this matter, I believe the fairest method for all parties is to have an independent market analysis done by a reputable real estate broker and sell the property at that value. I have put a substantial amount of money in the property on renovations and both Brian and I have put a lot of time into it. Also, the property was purchased at a low price and the market values have been rising. Therefore the market price should be substantially higher than the purchase price.

The equity amount received after commissions and closing costs on the property will be used to pay all substantiated expenses that Stanley and Paulette Jury have incurred and the remaining will be split between Brian and I. Stanley and Paulette Jury will receive reimbursement and be relieved of all responsibilities and liabilities associated with the property. I will be reimbursed for the time and several thousands of dollars I put into the renovations. Brian will be reimbursed for the time he put into renovations and repairs.

Of course, if Stanley and Paulette Jury are interested in purchasing the property they are free to do so. I certainly would agree to a lower than market price since they have helped in the purchase and no real estate commissions will be involved. The price would further, be reduced by the expenses Stanley and Paulette Jury incurred.

As you know, all that needs to be done to put the property on the market is to select an independent broker, let the broker have access to the property for the market analysis, decide on a final list price, have Brian and I sign a listing agreement, and let the broker sell it. Once sold, a closing agent would process the loan payoff, title work, etc.

I will call your office to verify that you have received this FAX and please let me know when you hear from Stanley and Paulette Jury. I would like to put the property on the market as soon as possible since the summer time is the best time to sell real estate.

Sincerely,

Rebecca M. Jury  
17 Bridge Street Apt. 4  
Pittsfield, NH 03263  
Tel. 603-848-9121

JOHN R. CARFLEY  
ATTORNEY AT LAW  
222 PRESQUEISLE STREET  
P. O. BOX 249  
PHILIPSBURG, PENNSYLVANIA 16866

July 27, 2004

AREA CODE 814  
TELEPHONE 342-5581  
FAX 342-1127

Ms. Rebecca Jury  
17 Bridge Street, Apt. #4  
Pittsfield, NH 03263

Dear Ms. Jury:

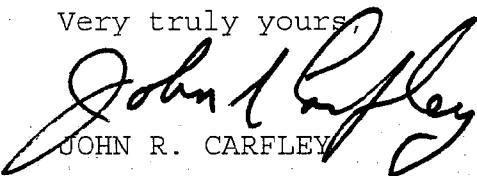
I have received, reviewed and conferred with Mrs. Jury concerning your letter of July 13, 2004. In order to avoid litigation and/or any other further complications involving Stanley and Paulette Jury, I have been authorized to attempt to negotiate a buyout of your interest in this real estate. We are not interested in securing a market value or any of the other suggestions contained in your letter since you and Brian are in default of the sales agreement and the most that you can look for would be a reimbursement of the equity and/or cost of improvements which you may have put into the property prior to the time you vacated the premises.

Be that as it may I would like to know what you would consider to be a fair and reasonable buyout of your equity in these premises? Time is obviously of the essence since we do not want to have this property sit idle any longer than necessary.

Please provide me with an offer by no later than August 15, 2004. I have discussed with Mr. & Mrs. Jury the possibility of filing a complaint seeking a rescission of the contract based upon you and Brian's default under the terms of the sales agreement. I really would prefer not to have to get involved in litigation since this will obviously prove to be an expense not only to my clients but also to you and Brian as well. However, I am prepared to take those steps on behalf of my clients in order to insure that they recover the real estate which is still legally titled in their name.

Please review these matters and then contact me with your offer. I would be more than happy to discuss this with you or your representative at any reasonable time and look forward to your reply.

Very truly yours,

  
JOHN R. CARFLEY

JRC:sm

CC: Mr. & Mrs. Stanley Jury  
Brian Jury

VIA VERIFIED FAX AND US MAIL  
August 12, 2004

John R. Carfley  
Attorney at Law  
222 Presqueisle Street  
PO Box 249  
Philipsburg, Pa. 16866

Dear Mr. Carfley:

I am in receipt of your letter of July 27, 2004. Upon review, I am surprised and disappointed that Stanley and Paulette Jury are not willing to obtain an independent real estate market analysis. Such analysis could be obtained with little effort at no charge and would give all parties a basis to determine the equity amount in the property. It seems apparent that the only reason they are not willing to obtain or disclose a market analysis price is because they know that the price will be substantially higher than the remaining loan amount on the property.

The Purchase Agreement between the parties clearly states on the second page Section 1 that "it is expressly agreed by the parties to this Agreement that the premises being purchased is to inure and be held for the benefit of the parties of the Second Part, Brian M. Jury and Rebecca M. Jury". I believe that a court would favor a fair and commonly used approach to resolving this matter, which is to sell the property at market value and fairly disperse the equity as I expressed in my letter of July 13, 2004. The Purchase Agreement also lacks a specific consequence if Brian and I do not pay the expenses as outlined.

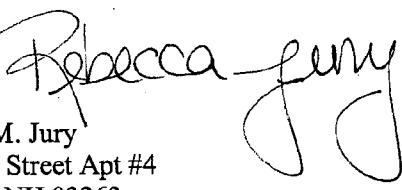
However, as you have stated and I also believe it is better for all parties to utilize the court as a last resort for resolution. Therefore, despite my beliefs as stated above, and because I am now living in New Hampshire, I am willing to sell my portion of the property to Stanley and Paulette Jury at an amount substantially less than the equity I would receive if the property were to be sold at true market value. Lacking an independent market analysis, I have done some research to estimate the current market price and have found that the property will now sell for at least \$60,000 but more likely between \$70,000 to \$85,000.

Although the Agreement clearly states that Stanley and Paulette Jury are not to benefit from the property, I believe it is certain that they will significantly benefit by profiting from either leasing or selling the property. However, as I stated in my letter of July 13, 2004, I will agree to accept substantially less than the equity amount I have in the property if they are interested in full ownership. To help cover the costs I put into the property I will agree to accept \$10,000 provided that I am assured through a closing or similar process that I am relieved of all responsibilities, liabilities, mortgages, liens, etc. associated with the property. This may also require Stanley and Paulette Jury to refinance the property with a new mortgage of which the loan would be under their names only and additional loan proceeds could be used to buy out my portion of the property.

Please keep me updated.

Sincerely,

Rebecca M. Jury  
17 Bridge Street Apt #4  
Pittsfield, NH 03263



JOHN R. CARFLEY  
ATTORNEY AT LAW  
222 PRESQUEISLE STREET  
P. O. BOX 249  
PHILIPSBURG, PENNSYLVANIA 16866

October 25, 2004

AREA CODE 814  
TELEPHONE 342-5581  
FAX 342-1127

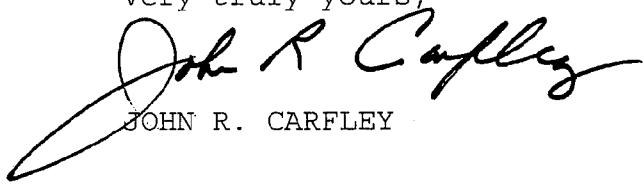
Ms. Rebecca Jury  
17 Bridge Street, Apt. #4  
Pittsfield, NH 03263

Dear Ms. Jury:

Before beginning civil proceedings against you, I have been authorized by Stanley and Paulette Jury to offer a final settlement figure of \$1,000.00 for any interest you may retain in the real estate. We would require that you sign the Agreement we earlier provided you and transmit the same to my office at which time I will forward the check to you. I am once again enclosing the Agreement for signature.

Please advise of your decision within ten (10) days. Otherwise I will act on Mr. and Mrs. Jury's instructions to file the Complaint necessary to recover the legal title to the property.

Very truly yours,

  
JOHN R. CARFLEY

JRC:sm

Encls.

CC: Mr. & Mrs. Stan Jury

Rescission to Real Estate Purchase Agreement

THIS AGREEMENT,, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between Stanley M. Jury and Paulette E. Jury. husband and wife, residing at 7095 Sanborn Street, Osceola Mills, Clearfield County, Pennsylvania, parties of the first part, and hereinafter referred to as "PARTIES OF THE FIRST PART".

AND

Brian M. Jury, an adult individual, currently residing at 149 North Buckeye Street, Bellevue, OH, and Rebecca M. Jury, an adult individual, currently residing at 17 Bridge Street, Apartment #4, Pittsfield, NH, formerly husband and wife, parties of the second part, hereinafter referred to as "PARTIES OF THE SECOND PART".

WITNESSETH

WHEREAS, the Parties of the First Part and the Parties of the Second Part entered into a Real Estate Purchase Agreement, dated February 28<sup>th</sup>, 2003, whereby the Parties of the Second Part were jointly involved in the acquisition of certain real estate located within Ramey Borough, Clearfield County, Pennsylvania, and more fully described in Deed Book 758, Page 479 and Deed Book 759, Page 457 in the Office of the Recorder of Deeds of Clearfield County; being Lot #26 and part of Lot #28 in the General Plan of Ramey Borough; and

WHEREAS, the Parties of the First Part were to assist the Parties of the Second Part in having available to them sufficient financial resources to allow for the purchase of the aforementioned premises; and

WHEREAS, the Parties of the First Part and the Parties of the Second Part entered into a mortgage agreement with Clearfield Bank and Trust Company, where all four parties noted above signed and executed the document assuming financial responsibility for the borrowed sum of money; and

WHEREAS, the Parties of the First Part and the Parties of the Second Part entered into an insurance policy for the aforementioned property to cover potential fire, casualty and liability damages, whereby all four parties noted above signed and executed the document assuming financial responsibility for the premiums required to keep the policy current; and

WHEREAS, under the terms of the Real Estate Purchase Agreement, the Parties of the Second Part accepted sole responsibility for all mortgage payments, all insurance premium payments and all real estate taxes that accrued on the property from the date of the signing of the Real Estate Purchase Agreement; and

WHEREAS, the Parties of the Second Part have failed to fulfill the previously noted obligations to the Parties of the First Part since October of 2003, including but not limited to the failure to make the required mortgage payments, the required insurance premium payments and the required Borough, County, State and School real estate tax payments; resulting in a material breach of the Real Estate Purchase Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and provisions hereinafter set forth and with the intention of being legally bound hereby, the Parties hereto agree as follows:

1. It is the express agreement of the Parties to this agreement that the earlier "Real Estate Purchase Agreement" is hereby rescinded and full ownership and financial responsibility of the property is returned exclusively to the Parties of the First Part and that the Parties of the Second Part shall relinquish any and all ownership rights in the subject property.
2. The said Parties of the Second Part do further agree to execute a special warranty deed conveying and transferring all of their right, title and interest in and to the subject property in further consideration of the waiver of payments as provided under the Agreement of Sale and in order to vest full right, title and interest in and to the subject property to the parties of the first part as anticipated by this instrument. Parties of the First Part retain the option if it appears to be in their best interests to record the said deed in order to vest full right, title and interest in and to said premises in their name subject only to the mortgage previously executed by the parties hereto.
3. In exchange for the relinquishment of all ownership rights, any existing obligation to the Parties of the First Part owed by the Parties of the Second Part, including the failure to make mortgage payments, insurance premium payments and real estate tax payments is hereby forgiven by the Parties of the First Part.
4. The Parties of the First Part shall within thirty (30) days of the execution of this document contact Clearfield Bank and Trust Company and take all necessary steps to eliminate the Parties of the Second Part from the existing mortgage and any future financial obligation.
5. The Parties of the First Part shall within thirty (30) days of the execution of this document contact the current insurance carrier and take all necessary steps to eliminate the Parties of the Second Part from the existing policy.
6. The Parties of the First Part in consideration for the relinquishment of ownership rights by the Parties of the Second Part expressly promise to hold the Parties of the Second Part harmless and agree to protect and forever defend them against any and all liability, which may occur as a result of the ownership of the subject tract of land.

7. All parties agree that this agreement shall not be recorded in the Office of the Recorder of Deeds in Clearfield County nor in any way be made a part of public knowledge.
8. This Agreement represents the entire understanding of the parties and shall not be amended, changed or modified in any manner or form unless executed in writing by all parties.
9. This Agreement shall be construed under and in accordance with the Laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

**PARTIES OF THE FIRST PART**

---

Stanley M. Jury

---

Paulette E. Jury

**PARTIES OF THE SECOND PART**

---

Brian M. Jury

---

Rebecca M. Jury

STATE OF PENNSYLVANIA :

COUNTY OF :

On this       th day of           , 2004, before me, the undersigned officer, personally appeared Brian M. Jury, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

---

STATE OF NEW HAMPSHIRE :

COUNTY OF :

On this       th day of           , 2004, before me, the undersigned officer, personally appeared Rebecca M. Jury known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

---

STATE OF PENNSYLVANIA :

COUNTY OF :

On this       th day of                   , 2004, before me, the undersigned officer, personally appeared Stanley and Paulette Jury, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

---

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and executed this 28<sup>th</sup> day of February, 2003, by and between Stanley M. Jury and Paulette E. Jury, of 330 Graham Station Road, Osceola Mills, Clearfield County, Pennsylvania, husband and wife, parties of the first part, hereinafter referred to as "PARTIES OF THE FIRST PART",

AND

Brian M. Jury and Rebecca M. Jury, of 7095 Sanborn Street, Osceola Mills, Clearfield County, Pennsylvania, husband and wife, parties of the second part, hereinafter referred to as "PARTIES OF THE SECOND PART".

WITNESSETH

WHEREAS, the Parties of the First Part and the Parties of the Second Part are jointly involved in the purchase of certain real estate within Ramey Borough, Clearfield County, Pennsylvania; and,

WHEREAS, that the Parties of the First Part are assisting the Parties of the Second Part in having available to them sufficient financial resources in order to allow for the purchase of that premises located within Ramey Borough, Clearfield County, Pennsylvania; and,

WHEREAS, Clearfield Bank and Trust Company has required all four (4) parties noted above, including all Parties of the First Part and all Parties of the Second Part to execute the Mortgage Documents to be filed of record in regard to the above referenced transaction; and,

WHEREAS, the Parties of the First Part and the Parties of

the Second Part desire to set forth in writing their understanding and agreement concerning the financing required for the purchase of the property located in the Borough of Ramey, Clearfield County, Pennsylvania as well as their understanding as to who is to be financially responsible for the payments to be made in regard to the subject premises located within Ramey Borough, Clearfield County, Pennsylvania.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and provisions hereinafter set forth and with the intention of being legally bound hereby, the Parties hereto agree as follows:

1. That it is expressly agreed by the Parties to this Agreement that the premises being purchased is to inure and be held for the benefit of the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife. Said land is more particularly bounded and described as set forth on Exhibit "A" which is attached hereto and incorporated herein by reference.

2. That it is the express agreement of the parties that the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife, are solely responsible for the payment of all mortgage payments which accrue as a result of the purchase of the above referenced parcel of ground located in Ramey Borough, Clearfield County, Pennsylvania.

3. That it is the express agreement of the parties that the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife, are solely responsible for the payment of all insurance payments which accrue as a result of the purchase of the

above referenced parcel of ground located in Ramey Borough, Clearfield County, Pennsylvania, with said insurance to include all fire, casualty and liability insurance required to be held or held by the parties to this Agreement on the subject tract of land.

4. That it is the express agreement of the parties that the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife, are solely responsible for the payment of all taxes which accrue as a result of the purchase of the above referenced parcel of ground located in Ramey Borough, Clearfield County, Pennsylvania, including but not limited to all Borough, County or School taxes associated with regard to the ownership of the subject tract of land as well as any and all additional assessments which might be imposed as a result of said ownership of land.

5. That the parties hereto specifically agree that they shall not be any transfer or assign, either in whole or in part, of any portion of the subject premises without first having obtained the express written consent of all parties hereto.

6. That the Parties of the Second Part expressly promise and pledge to hold the Parties of the First Part harmless and agree to protect and forever defend the Parties of the First Part from any and all liability which may occur as a result of the ownership of the subject tract of land as well as from any suits, claims or assessments which arise from the use or ownership of the subject tract of land by the Parties of the Second part.

7. That the parties hereto agree that this Agreement shall not be recorded in the Office of the Recorder of Deeds in

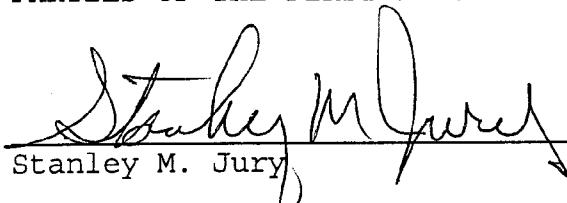
Clearfield County or any other office or place of public record without the specific written consent of all parties.

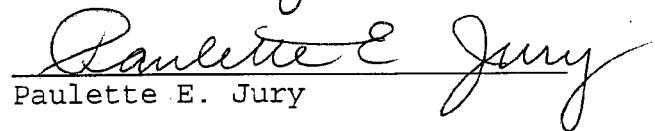
8. That this Agreement represents the entire understanding of the parties and shall not be amended, changed or modified in any manner or form unless in writing executed by both the Sellers and the Buyers.

9. This Agreement shall be construed under and in accordance with the Laws of the Commonwealth of Pennsylvania.

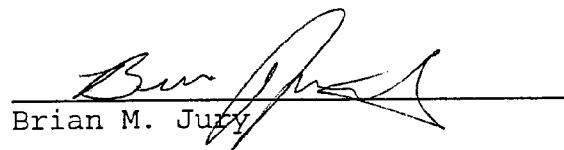
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

PARTIES OF THE FIRST PART

  
Stanley M. Jury

  
Paulette E. Jury

PARTIES OF THE SECOND PART

  
Brian M. Jury

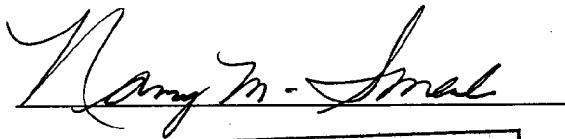
  
Rebecca M. Jury

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

On this the 28<sup>th</sup> day of February, 2003, before me the undersigned officer, personally appeared Stanley M. Jury and Paulette E. Jury, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



NOTARIAL SEAL  
NANCY M. SMEAL, Notary Public  
Graham Township, Clearfield Co., PA  
My Commission Expires, May 4, 2006

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

On this the 28<sup>th</sup> day of February, 2003, before me the undersigned officer, personally appeared Brian M. Jury and Rebecca M. Jury, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Nancy M. Smeal

NOTARIAL SEAL  
NANCY M. SMEAL, Notary Public  
Graham Township, Clearfield Co., PA  
My Commission Expires, May 4, 2006

County Parcel No.

THIS DEED

MADE the 27<sup>th</sup> day of February, in the year two thousand three (2003)

BETWEEN JON R. WILLIAMS, of P. O. Box 111, Ramey, Pennsylvania, 16671, individually, and as Attorney-in-Fact for the following under Power of Attorney, dated May 30, 1994 and appearing of record as Clearfield County Instrument No. 199801697: (1) ROBERT S. WILLIAMS, of Sarasota, Florida; (2) DEAN WILLIAMS, of Sarasota, Florida; (3) DOROTHY WILLIAMS, of Sarasota, Florida; (4) SALLY A. WILLIAMS, of State College, Pennsylvania; (5) NANCY WILLIAMS HENSAL, of Port Matilda, Centre County, Pennsylvania; and (6) MARK A. WILLIAMS, of Mechanicsburg, Pennsylvania; hereinafter referred to as GRANTORS

A

N

D

STANLEY M. JURY and PAULETTE E. JURY, husband and wife, of 330 Graham Station Road, Philipsburg, Pennsylvania, 16866, as tenants by the entireties; and BRIAN M. JURY and REBECCA M. JURY, husband and wife, of 7095 Sanborn Street, Osceola Mills, PA 16666, as tenants by the entireties; the undivided whole interest to be held as joint tenants with full right of survivorship, hereinafter referred to as GRANTEES.

WITNESSETH, That in consideration of TWENTY ONE THOUSAND and 00/100 (\$21,000.00) DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, as tenants by the entireties, their heirs and assigns,

ALL that certain piece or parcel of land situate in the Borough of Ramey, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a 3/4" rebar (set) at the northeast corner of Lot Number 24 in Block "B" of the General Plan of the Borough of Ramey, said rebar being the northeast corner of lands of William Dewey Stott III as recorded in Deed Book 1812, Page 222, said rebar being on the western right of way line of Pennsylvania State Route SR-0253 (Main Street), said point of beginning being the southeast corner of the parcel herein conveyed and running; thence along the northern line of lands of William Dewey Stott III and being the northern line of Lot Number 24 North 56 degrees 26 minutes 41 seconds West a distance of 150.00 feet to a 3/4" rebar (set), said rebar being on the eastern right of way line of a designed alley; thence along the eastern right of way line of said alley North 33 degrees 51 minutes 15 seconds East a distance of 76.90 feet to a point, said point being the southwest corner of lands of Jason and Donna M. Hansel as described in Instrument No. 200206844; thence along the southern line of lands of Jason and Donna M. Hansel the following courses and distances: South 56 degrees 16 minutes 55 seconds East a distance of 36.80 feet to a point; North 33 degrees 39 minutes 09 seconds East passing through a 3/4" rebar (set) at a distance of 2.75 feet and continuing on for a total distance 23.21 feet to a 3/4" rebar (set) said rebar being on the southern line of Lot No. 30 of the General Plan of the Borough of Ramey; South 56 degrees 26 minutes 41 seconds East a distance of 113.28 feet to a 3/4" rebar (set), said rebar being on the western right of way line of Pennsylvania State Route SR-0253 (Main Street); thence along the western right of way line of Pennsylvania State Route SR-0253 South 33 degrees 51 minutes 16 seconds West a distance of 100.00 feet, along to a 3/4" rebar (set) and place of beginning.

Containing 14,149.47 sq. ft. 0.325 acres and known as Lot Number 26 and a portion of Lot Number 28 of the General Plan of Ramey and as also shown on a plat map prepared by Curry & Associates, dated March 30, 1994 and revised on February 6, 2003, a photocopy of which is attached hereto and made a part hereof.

SUBJECT TO all restrictions, reservations, easements, conditions, covenants and rights of way as may be contained in prior instruments of record.

BEING the same premises, known as Lot No. 26, which Robert A. Williams and Dorothy Williams granted and conveyed to Robert A. Williams and Dorothy Williams, by deed dated April 17, 1978 and recorded in Clearfield County Deed Book 758, Page 479. AND BEING a part of the same premises, known as part of Lot No. 28, which Robert A. Williams and Dorothy Williams granted and conveyed to Robert A. Williams and Dorothy Williams, by deed dated April 24, 1978 and recorded in Clearfield County Deed Book 759, Page 457. Said Robert A. Williams died June 11, 1989, vesting title in Dorothy Williams, his surviving spouse. Dorothy Williams died November 24, 1993 and by her Last Will and Testament dated November 18, 1988 and appearing of record in Estate No. 93-644, she left all the hereinbefore described premises to her children and Grantors herein: Jon R. Williams, Robert S. Williams, Dean Williams, Dorothy Williams, Sally A. Williams, Nancy Williams Hensal, and Mark A. Williams.

## NOTICE

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

---

---

---

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 Grantor has hereunto set his hand and  
seal, the day and year first above written.

Sealed and delivered in the  
presence of:

Luann Ireland

Jon R. Williams (SEAL)  
Jon R. Williams, individually

Jon R. Williams P.O.A. (SEAL)  
Jon R. Williams, as Attorney-in-Fact

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantees  
herein is as follows: 330 Graham Station Rd., Philipsburg, PA.

16866

J. C. B. III  
Attorney or Agent for Grantees

COMMONWEALTH OF PENNSYLVANIA

:

SS:

COUNTY OF CLEARFIELD

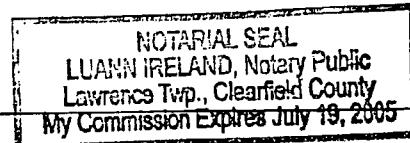
:

:

On this, the 27<sup>th</sup> day of February, 2003,  
before me, the undersigned officer, personally appeared JON R.  
WILLIAMS, individually and as Attorney-in-Fact, 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  
seal.

My Commission Expires:



Luann Ireland

# Citi Platinum Select Card

For Customer Service, call or write  
1-800-950-5114

Account Number

5424 1804 1302 1301

Payment must be received by 1:00 pm local time on 04/01/2003

Statement/Closing Date

03/07/2003

Total Credit Line

\$6300

Available Credit Line

\$6102

Amount Over Credit Line

\$0.00 +

To report billing errors, write to this address; calling will not preserve your rights.

BOX 6500  
SIOUX FALLS, SD  
57117

Cash Advance Limit

\$2500

Available Cash Limit

\$2500

Purch/Adv Minimum Due

\$33.74

New Balance

\$197.39

Minimum Amount Due

\$33.74

Sale Date Post Date Reference Number

Activity Since Last Statement

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	3/03	43177137	Payments, Credits & Adjustments THANK YOU	
3/04	3/04	GCN5BWF*	Standard Purch	-4,254.06
3/05	3/05	7LSXV1XK	WM SUPERCENTER SE2 CLEARFIELD VICTORIA'S SECRET 0363 ALTOONA PA PURCHASES*FINANCE CHARGE*PERIODIC RATE	131.55
3/07				37.10
				28.74

Citi Cards Savings  
Total points

169

\* Citi Cards Savings Summary

Previous Points Balance

TOTAL

0

Purchase Points Earned Last Period

169

Total Points

169

Welcome to Citi Cards Savings! Now, every dollar spent in new purchases equals one Citi Cards Savings point! Use your Citi Card for all of your everyday purchases and watch the points add up!

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT:  
Please see the enclosed Notice of Change in Terms to Your Card Agreement for important information regarding your account.

IMPORTANT PROGRAM INFORMATION: MasterCard International renewed their insurance coverage with Combined Specialty Insurance Company, extending Purchase Assurance, Extended Warranty and MasterRental through January 31, 2004.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,254.06	\$168.65	\$4,254.06	\$28.74	\$197.39
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,254.06	\$168.65	\$4,254.06	\$28.74	\$197.39

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE	Days This Billing Period
PURCHASES	\$3,532.97	0.02805%(D)	10.240%	10.240%	29
Standard Purch					
ADVANCES	\$0.00	0.05477%(D)	19.990%	19.990%	
Standard Adv					

SEND PAYMENTS TO: Citi Cards P.O. Box 8104 S Hackensack, NJ 07606-8104

PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

Make check or money order payable in U.S. dollars on a U.S. bank to Citi Cards. Include account number on check or money order. No cash please.

662485

Between 3/7/03 (time of purchase of property)  
the balance on this card went from 197.39  
to 7,237.68 Only 3 months later.

# Citi Platinum Select Card

1-800-950-5114

Account Number  
5424 1804 1302 1301

Payment must be received by 1:00 pm local time on 04/30/2003

To report billing errors, write  
to this address; calling will  
not preserve your rights.

BOX 6500  
SIOUX FALLS, SD  
57117

Statement/Closing Date  
04/07/2003

Total Credit Line  
\$6300

Available Credit Line  
\$1919

Cash Advance Limit  
\$2500

Available Cash Limit  
\$1919

New Balance  
\$4380.13

Amount Over  
Credit Line  
\$0.00 +

Past Due  
\$0.00 +

Purch/Adv  
Minimum Due  
\$91.00 =

Minimum Amount Due  
\$91.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	3/24	43014707	Payments, Credits & Adjustments PAYMENT THANK YOU	50.00
3/12	3/12	J2B2366S	Standard Purch	34.55
3/12	3/12	FF4DNR50	APPLEBEE S - ALTOONA ALTOONA 0 PA	98.10
3/13	3/13	OZN033HM	RAMADA HOTEL OF ALTOON ALTOONA PA	73.10
3/20	3/20	8HCZV9F*	DECORATE WITH STYLE, I 419-6249020 OH	114.71
3/20	3/20	GRMVJ0H9	WM SUPERCENTER SE2 CLEARFIELD PA	62.52
3/21	3/21	D2ZHLQH9	LOWE'S #1010 DUBOIS PA	200.08
3/23	3/23	BY8LJYMS	LOWE'S #446 ALTOONA PA	13.17
3/23	3/23	*PRVN3V5	BIG LOTS #017200017251 CLEARFIELD PA	6.50
3/26	3/26	QW1MVMBD	CLEARFIELD-TRUE VALUE CLEARFIELD PA	28.52
3/26	3/26	WZM0GHG9	JOANN FABRIC #0387 DU BOIS PA	137.92
3/28	3/28	SPWZFFF*	LOWE'S #1010 DUBOIS PA	230.48
3/30	3/30	3YJQ*ZD3	WM SUPERCENTER SE2 CLEARFIELD PA	9.71
4/04	4/04	1MZPFJG9	UNIT MARTS #4032 HOUTZDALE PA	1,530.04
4/04	4/04	HMZPFJG9	LOWE'S #1010 DUBOIS PA	1,683.28
	4/07		PURCHASES+FINANCE CHARGE*PERIODIC RATE	10.06

Citi Cards Savings  
Total points

4,392

\* Citi Cards Savings Summary \*  
Previous Points Balance 169  
Purchase Points Earned Last Period 4,223  
Total Points 4,392

Get 30 days of optional Citibank Credit Protector  
FREE when you enroll today! Simply initial as  
indicated in the lower left-hand corner of your  
billing statement coupon. Remember to return the  
coupon with your payment.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$197.39	\$4,222.68	\$50.00	\$10.06	\$4,380.13
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$197.39	\$4,222.68	\$50.00	\$10.06	\$4,380.13

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	Days This Billing Period: 31	ANNUAL PERCENTAGE RATE
PURCHASES	\$1,156.42	0.02805%(D)	10.240%		10.240%
Standard Purch					
ADVANCES	\$0.00	0.05477%(D)	19.990%		19.990%
Standard Adv					

SEND PAYMENTS TO: Citi Cards P.O. Box 8104 S Hackensack, NJ 07606-8104

643595

PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE

Make check or money order, payable in U.S. dollars on a U.S. bank to Citi Cards. Include account number on check or money order. No cash please.

# Citi Platinum Select Card

1-800-250-5114

Account Number  
5424 1804 1302 1301  
Payment must be received by 1:00 pm local time on 05/30/2003

To report billing errors, write  
to this address; calling will  
not preserve your rights.

BOX 6500  
SIOUX FALLS, SD  
57117

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
05/06/2003	\$7560	\$2256	\$2500	\$2256	\$5303.11
		Amount Over Credit Line		Past Due	Purch/Adv Minimum Due
		\$0.00 +		\$0.00 +	\$110.00 =
					\$110.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	5/02	43877150	<b>Payments, Credits &amp; Adjustments</b> PAYMENT THANK YOU	-550.00
	5/06		<b>Standard Purch</b>	
4/06	4/08	KTLXRJG9	LATE FEE - APR PAYMENT PAST DUE	35.00
4/07	4/08	SBTQJX06	LOWE'S #1010 DUBOIS PA	251.22
4/11	4/11	TN9DVXGW	HOUTZDALE TRUE VALUE HOUTZDALE PA	21.69
4/11	4/11	*78CZBY2	AD BARGAIN INC SMITHMILL PA	16.00
4/13	4/13	RW09YF*8	SHEETZ #064 PHILIPSBURG PA	16.57
4/14	4/14	1DS8RXGW	HOUTZDALE TRUE VALUE HOUTZDALE PA	14.84
4/15	4/15	H990Q8B8	LLOYDS HARDWARE HOUTZDALE PA	28.90
4/16	4/16	JK5YMC19	MATTRESS EMPORIUM DU BOIS PA	290.42
4/16	4/16	3KPMTYF*	WAL MART DU BOIS PA	16.86
4/16	4/16	VKP1YKG9	WM SUPERCENTER SE2 CLEARFIELD PA	527.88
4/16	4/16	R6FQZ033	LOWE'S #1010 DUBOIS PA	10.57
4/17	4/17	PB*PHBXD	SHEETZ #064 PHILIPSBURG PA	20.10
4/22	4/22	QYVW4605	LISA'S DISCOUNT WALL PA 574-384-1123 IN	84.42
4/22	4/22	*WXG74G*	COST CUTTERS #14000020 CLEARFIELD PA	5.30
4/22	4/22	3YK4KSY2	WM SUPERCENTER SE2 CLEARFIELD PA	9.97
4/25	4/25	X7RBT000	JCPENNEY CO 0182 CLEARFIELD PA	25.97
4/28	4/28	FTVJHONS	BRY*BRY HOME TEL ORD 800-528-5156 IN	36.96
5/06			BIG LOTS #017200017251 CLEARFIELD PA	16.57
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	43.76

Citi Cards Savings  
Total points 5,786

\* CITI CARDS SAVINGS SUMMARY \*  
Previous Points Balance 4,392  
Purchase Points Earned Last Period 1,394  
Total Points 5,786

Enjoy the quality of Citi Cards Savings products!  
See our website, [www.citicardsavings.com](http://www.citicardsavings.com) or call  
1-888-530-9217 for more information!

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(F) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,380.13	\$1,429.24	\$550.00	\$43.76	\$5,303.13
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,380.13	\$1,429.24	\$550.00	\$43.76	\$5,303.13

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES	\$5,380.12	0.02805%(D)	10.240%	10.240%
Standard Purch				
ADVANCES	\$0.00	0.05477%(D)	19.990%	19.990%
Standard Adv				

SEND PAYMENTS TO: Citi Cards P.O. Box 8104 S. Hackensack, NJ 07606-8104

626395

PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

Make check or money order payable in U.S. dollars on a U.S. bank to Citi Cards. Include account number on check or money order. No cash please.

# Citi® Platinum Select® Card

For customer service, call or write  
1-800-950-5114

Account Number  
424 1804 1302 1301  
Payment must be received by 1:00 pm local time on 06/30/2003

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
06/05/2003	\$7560	\$322	\$2500	\$322	\$7237.68
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$150.00 =	\$150.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			<b>Payments, Credits &amp; Adjustments</b>	
6/03	5/29	42292385	PAYMENT THANK YOU	-110.00
	6/03	MS3*BBF*	WM SUPERCENTER SE2 CLEARFIELD PA	-10.56
5/05	5/07	030R*NGW	Standard Purch STEEPLE FURNITURE ROCKTON PA	974.11
5/08	5/08	FMLG*3MS	BIG LOTS #017200017251 CLEARFIELD PA	16.93
5/08	5/08	B1KKS*FH	84-LUMBER #0292 WOODLAND PA	421.83
5/16	5/16	R2PM1S97	1548 YOUR BUILDING CNT PHILIPSBURG PA	99.10
5/17	5/17	15*2YSF*	WM SUPERCENTER SE2 CLEARFIELD PA	86.55
5/18	5/18	M65BTVF*	WM SUPERCENTER SE2 CLEARFIELD PA	43.72
5/19	5/19	LJH4*WF*	WM SUPERCENTER SE2 CLEARFIELD PA	89.88
5/27	5/27	Q*K2*IG9	LOWE'S #1010 DUBOIS PA	156.88
6/05			PURCHASES*FINANCE CHARGE*PERIODIC RATE	58.57
5/20	5/20	00009161	Standard Adv CONCORD 216 SPRING ST HOUTZDALE PA	101.59
	6/05		ADVANCES*FINANCE CHARGE*FOR TRANSACTIONS	5.00
			ADVANCES*FINANCE CHARGE*PERIODIC RATE	.95

Citi Cards Savings  
Total points 7,664

\* CITI CARDS SAVINGS SUMMARY \*  
Previous Points Balance 5,786  
Purchase Points Earned Last Period 1,878  
Total Points 7,664

Retail and dining gift cards, AT&T Phone Cards, statement credits... These are all options in the Citi Cards Savings reward selection. See our website, [www.citicardsavings.com](http://www.citicardsavings.com) or call 1-888-530-9217 for more information!

Each Cash Advance is subject to a one-time transaction fee. This fee will cause your Annual Percentage Rate to exceed the nominal Annual Percentage Rate listed on this statement.

YOU MAY QUALIFY FOR A SPECIAL LOW BALANCE TRANSFER RATE AND OTHER CURRENT ACCOUNT BENEFITS!! Log onto [balancetransfer.accountonline.com](http://balancetransfer.accountonline.com) or call 1-800-950-5114 to find out more.

Life has its ups and downs! What do marriage, moving, having a baby, losing a job, and becoming disabled have in common? Call 1-866-285-4426 to find out how your Citi Card account can be affected.

MADE PAYMENTS TO: CITI CARDS P.O. BOX 8104 S HACKENSACK NJ 07606-8104  
EASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE

1772765

Make check or money order payable in U.S. dollars on a U.S. bank to Citi Cards. Include account number on check or money order. No cash please.

• BECKY JURY  
Account 5491 1303 0116 7821  
April 22 - May 21, 2003

Page 3 of 4



### Payments and Adjustments

Trans	Post	Description	Amount
05/02		PAYMENT THANK YOU	100.00CR
<b>Total Payments and Adjustments</b>			<b>\$100.00CR</b>

NNNN\*NNNN\*NNNY\*NNNN\*

2211414100222950002

### AT&T Universal MasterCard Activity

Purchases.....	320.00
Cash Advances and Checks.....	0.00
Finance Charges.....	14.08
<b>Total MasterCard Activity.....</b>	<b>\$334.08</b>

#### Purchases

**Total MasterCard Purchases..... \$320.00**

#### Standard Purch

Trans	Post	Description	Amount
05/05	05/05	FACTORY CARPET OUTL	PHILIPSBURG PA
<b>Total Standard Purch</b>			<b>\$320.00</b>

#### Cash Advances

Cash Advance Limit..... \$900.00\* \*This represents a portion of your total credit line.

### Finance Charge Information

Nominal APR	Periodic Rate	x	Days in Billing Period	x	Balance Subject to Finance Charge	=	Periodic FINANCE CHARGE	+ Transaction Fee/ FINANCE CHARGE	ANNUAL PERCENTAGE RATE	
<b>PURCHASES</b>										
Standard Purch	10.240%	.02805%(D)	x	29	x	\$1,731.16	=	\$14.08	+\$0.00	10.240%
<b>CASH ADVANCES</b>										
Standard Adv	19.990%	.05477%(D)	x	29	x	\$0.00	=	\$0.00	+\$0.00	19.990%
Total <b>FINANCE CHARGE</b>								=	<b>\$14.08</b>	

### AT&T Services Summary

AT&T Universal Calling Card Calls..... \$0.00

PO BOX 19720  
IRVINE, CA 92623-9720



Address Service Requested

February 14, 2005

#BWNHPGX  
#183563263# 01242005  
BECKY JURY  
GORDON REBECCA  
17 BRIDGE ST UNIT 4  
PITTSFIELD, NH 03263-3335

## ASSOCIATED RECOVERY SYSTEMS

A DIVISION OF ARS NATIONAL SERVICES, INC.

201 West Grand Avenue  
Escondido, CA 92025

(760) 735-2700; Fax: (866) 422-0765

(888) 319-0986

www.payars.com

ACCOUNT IDENTIFICATION

Re: CITIBANK(SOUTH DAKOTA), N.A.

Account: 5424180413021301

ARS Acct No: 6981014

Balance: \$9258.00

(BALANCE 9,727.50)

(24% 24%)

## TAX SEASON OFFER

Take advantage of your tax refund and pay off your debt once and for all!

Although you have not responded to our previous collection efforts, we are extending you this opportunity to resolve your delinquent account prior to it being returned to our client for possible further collection activity.

**Opportunity!** You can resolve your account with payments of \$925.80 a month. All you have to do is return your first payment of \$925.80 by 03-01-05. You may contact us at any time to find out about a settlement on the remaining balance of your account. It is that easy.

Your payments must reach this office by the due date every month or this offer will become null and void. Simply return your payment with the coupon below, or to ensure your funds are received by the due date, Associated Recovery Systems accepts "Quick Check" by phone, Western Union "Quick Collect" (Code City: Ambridge, California), or you can make your payment online at [www.payars.com](http://www.payars.com).

Your returned check may be collected electronically if the check is returned for insufficient or uncollected funds. If your bank fails to honor your check, this offer will become null and void.

Call us at (888) 319-0986 to discuss your options.

Sincerely,

Account Representative

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

-----Detach And Return With Payment-----

CBPPA10 - 6981014



Account: 5424180413021301

Amount Enclosed: \$

Enclosing this coupon with your payment will expedite credit to your account.

Make your check or money order payable to:

CITIGROUP  
PO BOX 469100  
ESCONDIDO CA 92046-9100



Print address/phone changes below  
or call (888) 319-0986.

Home (  )Work (  )

**NOTICE OF ELECTRONIC CHECK  
PROCESSING:**

We reserve the right to process checks electronically by transmitting the routing, account, and check number to the bank. By submitting a check, you authorize us to initiate an electronic debit from your account. A returned check may be collected electronically if it is returned for insufficient funds.

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

STANLEY M. JURY and PAULETTE  
E. JURY, husband and wife

Plaintiffs,  
-vs- : No. 2005 - 896 - CD

BRIAN M. JURY and REBECCA M.  
JURY, individually and formerly as  
husband and wife, :

Defendants. :

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To the Prothonotary:

Pursuant to Pa. R. C. P. 1037 (b), please enter judgment of default in favor of Plaintiffs, Stanley M. Jury and Paulette E. Jury and against Defendant, Rebecca M. Jury, for her failure to plead to Plaintiffs' Complaint, which contained a Notice to Defend, within the time specified in the said Complaint.

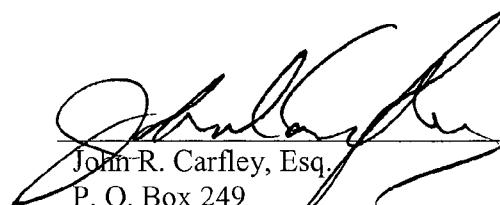
Plaintiff further requests this Court to enter judgment in favor of the Plaintiff and against the Defendant and to direct the Defendant, Rebecca M. Jury, to execute any and all documents necessary to facilitate the transfer of certain real estate to the Plaintiffs, or in the alternative, to direct the Prothonotary of Clearfield County, the Recorder of Deeds of Clearfield County, and/or their assignees, to complete said transaction and all other actions and transactions consistent with the transference of ownership of the premises, including, but not limited to, the execution of all deed and Rights of Way, particularly a Right of Way to the Muddy Run Regional Authority consistent with the easement agreement and/or Declaration of Taking presented to the Plaintiffs named herein.

FILED  
CCLAHY

AUG 12 2005  
01:57 pm  
William A. Shaw Statement to  
Prothonotary  
Notice to do  
Party

Plaintiff further requests this Honorable Court to enter judgment in favor of the Plaintiffs and against the Defendant, Rebecca M. Jury, for the rescission of the Real Estate Contract entered into by the parties pursuant to the provisions of the Real Estate Rescission Agreement directing the final revestiture of legal and equitable title in the said premises to the Plaintiffs with the termination of all legal and equitable rights in and to the said premises which Brian M. Jury and Rebecca M. Jury could have ever asserted, together with a monetary judgment in the amount of \$1500 in fees and costs associated with this proceeding.

Plaintiffs further request this Honorable Court to direct the said Brian M. Jury and/or Rebecca M. Jury, where the need may so exist, to execute any and all documents required in order to facilitate the transfer of any right in and to the said premises to the Plaintiffs, or in the alternative, to direct any officer and/or assignee of the Court as the Court may so determine, to complete said transaction and all other actions and/or transactions consistent with the transfer of legal and equitable ownership of the premises, including, but not limited to, the transfer of any deeds, assignments, releases or otherwise, and to execute any rights of way or other agreements consistent with the demands of the property owners and such other legal or equitable demands as this Court shall deem appropriate.



John R. Carfley, Esq.  
P. O. Box 249  
Philipsburg, Pa., 16866  
Attorney for Plaintiff

Dated: August 12, 2005

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

STANLEY M. JURY, ET UX.

(Plaintiff)

7095 Sanborn Street

(Street Address)

Osceola Mills, PA 16666

(City, State ZIP)

CIVIL ACTION

No. 2005-896-CD

Type of Case: Civil

Type of Pleading: Ten day Notice  
of Default

Filed on Behalf of:

Plaintiffs

(Plaintiff/Defendant)

VS.

BRIAN M. JURY & REBECCA M.

(Defendant) JURY

5 Elm Street, Apt. C

(Street Address)

Pittsfield, NH 03263

(City, State ZIP)

John Rl Carfley

(Filed by)

P. O. Box 249

Philipsburg, PA 16866

(Address)

814-342-5581

(Phone)

(Signature)

FILED  
JUL 13 2005  
No. 39-01  
cc

William A. Shaw  
Prothonotary/Clerk of Courts

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

STANLEY M. JURY and PAULETTE  
E. JURY, husband and wife

Plaintiffs,

-vs-

No. 2005 - CD

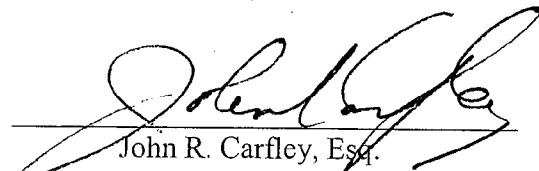
BRIAN M. JURY and REBECCA M.  
JURY, individually and formerly as  
husband and wife,

Defendants.

CERTIFICATE OF SERVICE

I hereby verify that a true and correct copy of the within document was served  
upon the following party at the following address on July 12, 2005, by ordinary mail, first  
class, postage prepaid.

Rebecca M. Jury  
5 Elm Street, Apt. C  
Pittsfield, NH 03263



John R. Carfley, Esq.  
P. O. Box 249  
Philipsburg, PA 16866  
Attorney for Plaintiff

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

STANLEY M. JURY and PAULETTE  
E. JURY, husband and wife

Plaintiffs,

-vs- : No. 2005 - 896 - CD

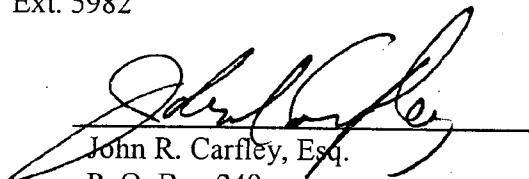
BRIAN M. JURY and REBECCA M.  
JURY, individually and formerly as  
husband and wife,

Defendants.

IMPORTANT NOTICE

**YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE  
ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN  
TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE  
ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE  
YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE  
THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A  
LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE  
FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

COURT ADMINISTRATOR'S OFFICE  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 Ext. 5982



John R. Carfley, Esq.  
P. O. Box 249  
Philipsburg, Pa., 16866  
Attorney for Plaintiff

Dated: July 12, 2005

FILED

AUG 12 2005

William A. Shaw  
Prothonotary

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

STANLEY M. JURY and PAULETTE :  
E. JURY, husband and wife

Plaintiffs,  
-vs- : No. 2005 - 896 - CD

BRIAN M. JURY and REBECCA M. :  
JURY, individually and formerly as  
husband and wife, :

Defendants. :

NOTICE

To: Rebecca M. Jury  
5 Elm Street, Apt. C  
Pittsfield, NH 03263

Pursuant to Pa. R.C.P. 236, you are hereby notified that a JUDGMENT BY  
DEFAULT has been entered against you in the above proceeding.

---

William A. Shaw Prothonotary  
Clearfield County Courthouse

Dated:

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

Stanley M. Jury  
Paulette E. Jury  
Plaintiff(s)

No.: 2005-00896-CD

Real Debt: \$

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Entry: \$20.00

Rebecca M. Jury  
Defendant(s)

Instrument: Default Judgment

Date of Entry: August 12, 2005

Expires: August 12, 2010

Certified from the record this August 12, 2005

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

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

STANLEY M. JURY and PAULETTE

E. JURY, husband and wife

Plaintiffs,

-vs-

No. 2005 - 896 - CD

BRIAN M. JURY and REBECCA M.

JURY, individually and formerly as  
husband and wife,

Defendants. :

CR  
FILED 200  
0/24/05 Atty  
AUG 15 2005 Carfley

William A. Shaw  
Prothonotary/Clerk of Courts

MOTION FOR SPECIFIC RELIEF

AND NOW comes the Plaintiffs, who by and through their attorney, John R. Carfley, Esq., file the following Motion for Entry of Judgment in the above matter:

1. Plaintiffs, Stanley M. Jury and Paulette E Jury, instituted this lawsuit by the filing of a Complaint against Defendants for failure to perform under a Real Estate Purchase Agreement dated February 28, 2003, a copy of which is attached hereto as Exhibit "A".

2. Defendant, Brian M. Jury, executed a Rescission to the Real Estate Purchase Agreement under date of December 8<sup>th</sup>, 2004, a copy of which Rescission is attached hereto as Exhibit "B".

3. Due to the failure of Defendant, Rebecca M. Jury, to execute said Rescission, a Complaint was filed by the Plaintiffs with this Honorable Court under date of June 22, 2005, a copy of which is attached hereto as Exhibit "C".

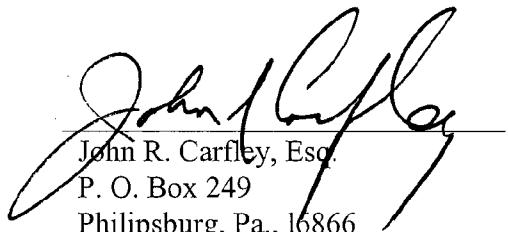
3. Defendant, Rebecca M. Jury, has not filed a responsive pleading to the claims made in said Complaint, and has refused to execute a Rescission to the Real Estate Purchase Agreement and continues to refuse to execute said Rescission, even after the filing of the within Complaint.

4. Plaintiffs' counsel provided Defendant, Rebecca M. Jury with a ten day Notice of Default as required, and Defendant, Rebecca M. Jury has not filed any answer, defense or objections to the Complaint. Subsequently, Plaintiffs filed a Praecept for Entry of Default Judgment and the required notice on August 12, 2005.

5. Plaintiff requests this honorable Court to enter an Order directing the Defendant, Rebecca M. Jury, to execute any and all documents necessary to facilitate the transfer of the subject real estate to the Plaintiffs, or in the alternative, to direct the Prothonotary of Clearfield County, the Recorder of Deeds of Clearfield County, and/or their assignees, to complete said transaction and all other actions and transactions consistent with the transference of ownership of the premises, including, but not limited to, the execution of any and all deeds and Rights of Way as required and as recognized and approved by this Court

6. Plaintiff further requests this Honorable Court to enter judgment in favor of the Plaintiffs and against the Defendant, Rebecca M. Jury, for the rescission of the Real Estate Contract entered into by the parties pursuant to the provisions of the Rescission to Real Estate Purchase Agreement attached hereto as Exhibit "B" directing the final revestment of legal and equitable title in the said premises to the Plaintiffs with the termination of all legal and equitable rights in and to the said premises which Brian M. Jury and Rebecca M. Jury could have ever asserted, together with a monetary judgment in the amount of \$2,500.00, as the reasonable fees and costs associated with this proceeding.

WHEREFORE, Plaintiff request this Honorable Court to enter an Order consistent with the averments and requests set forth in paragraphs 5 and 6 of this Motion, all of which is incorporated into the Order affixed hereto for review and approval of this judicial body.



John R. Carfley, Esq.  
P. O. Box 249  
Philipsburg, Pa., 16866  
Attorney for Plaintiff

Dated: August 15, 2005

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

STANLEY M. JURY and PAULETTE :  
E. JURY, husband and wife

Plaintiffs,

-vs- : No. 2005 - 896 - CD

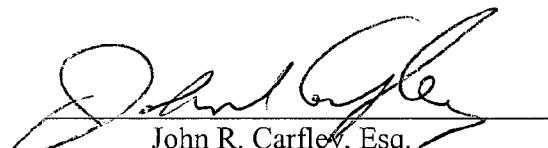
BRIAN M. JURY and REBECCA M. :  
JURY, individually and formerly as  
husband and wife, :

Defendants. :

CERTIFICATE OF SERVICE

I hereby verify that a true and correct copy of the within document was served upon the following party at the following address on August 15, by ordinary mail, first class, postage prepaid.

Rebecca M. Jury  
5 Elm Street, Apt. C  
Pittsfield, NH 03263



John R. Carfley, Esq.  
P. O. Box 249  
Philipsburg, PA 16866  
Attorney for Plaintiff

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

STANLEY M. JURY and PAULETTE :  
E. JURY, husband and wife

Plaintiffs,  
-vs- : No. 2005 - 896 - CD

BRIAN M. JURY and REBECCA M. :  
JURY, individually and formerly as  
husband and wife, :

Defendants. :

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2005, it is hereby Ordered  
and Decreed that the Defendant, Rebecca M. Jury, shall execute any and all documents  
necessary to facilitate the transfer of that certain real estate which is the subject of the Real  
Estate Purchase Agreement with the Plaintiffs, or in the alternative, that the Prothonotary of  
Clearfield County or the Recorder of Deeds of Clearfield County, and/or their assignees, and  
designees, shall complete said transaction as requested by the Plaintiffs and all other actions  
and transactions consistent with the transference of ownership of the premises, including,  
but not limited to, the execution of any and all deeds and Rights of Way, particularly a Right  
of Way to the Muddy Run Regional Authority consistent with the easement agreement  
and/or Declaration of Taking presented to the Plaintiffs named herein.

It is the further Order of this Court that judgment shall be entered in favor of the  
Plaintiffs and against the Defendant, Rebecca M. Jury, for the rescission of the Real Estate  
Contract entered into by the parties pursuant to the provisions of the Rescission to Real  
Estate Purchase Agreement directing the final divestiture of legal and equitable title in the  
said premises from the Defendants and the revestment of title to the Plaintiffs with the

termination of all legal and equitable rights in and to the said premises which Brian M. Jury and Rebecca M. Jury could have ever asserted, together with a monetary judgment in the amount of \$2,500 in fees and costs associated with this proceeding.

---

J.

## EXHIBIT “A”

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and executed this 28<sup>th</sup> day of February, 2003, by and between Stanley M. Jury and Paulette E. Jury, of 330 Graham Station Road, Osceola Mills, Clearfield County, Pennsylvania, husband and wife, parties of the first part, hereinafter referred to as "PARTIES OF THE FIRST PART",

AND

Brian M. Jury and Rebecca M. Jury, of 7095 Sanborn Street, Osceola Mills, Clearfield County, Pennsylvania, husband and wife, parties of the second part, hereinafter referred to as "PARTIES OF THE SECOND PART".

WITNESSETH

WHEREAS, the Parties of the First Part and the Parties of the Second Part are jointly involved in the purchase of certain real estate within Ramey Borough, Clearfield County, Pennsylvania; and,

WHEREAS, that the Parties of the First Part are assisting the Parties of the Second Part in having available to them sufficient financial resources in order to allow for the purchase of that premises located within Ramey Borough, Clearfield County, Pennsylvania; and,

WHEREAS, Clearfield Bank and Trust Company has required all four (4) parties noted above, including all Parties of the First Part and all Parties of the Second Part to execute the Mortgage Documents to be filed of record in regard to the above referenced transaction; and,

WHEREAS, the Parties of the First Part and the Parties of

the Second Part desire to set forth in writing their understanding and agreement concerning the financing required for the purchase of the property located in the Borough of Ramey, Clearfield County, Pennsylvania as well as their understanding as to who is to be financially responsible for the payments to be made in regard to the subject premises located within Ramey Borough, Clearfield County, Pennsylvania.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and provisions hereinafter set forth and with the intention of being legally bound hereby, the Parties hereto agree as follows:

1. That it is expressly agreed by the Parties to this Agreement that the premises being purchased is to inure and be held for the benefit of the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife. Said land is more particularly bounded and described as set forth on Exhibit "A" which is attached hereto and incorporated herein by reference.

2. That it is the express agreement of the parties that the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife, are solely responsible for the payment of all mortgage payments which accrue as a result of the purchase of the above referenced parcel of ground located in Ramey Borough, Clearfield County, Pennsylvania.

3. That it is the express agreement of the parties that the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife, are solely responsible for the payment of all insurance payments which accrue as a result of the purchase of the

above referenced parcel of ground located in Ramey Borough, Clearfield County, Pennsylvania, with said insurance to include all fire, casualty and liability insurance required to be held or held by the parties to this Agreement on the subject tract of land.

4. That it is the express agreement of the parties that the Parties of the Second Part, Brian M. Jury and Rebecca M. Jury, husband and wife, are solely responsible for the payment of all taxes which accrue as a result of the purchase of the above referenced parcel of ground located in Ramey Borough, Clearfield County, Pennsylvania, including but not limited to all Borough, County or School taxes associated with regard to the ownership of the subject tract of land as well as any and all additional assessments which might be imposed as a result of said ownership of land.

5. That the parties hereto specifically agree that they shall not be any transfer or assign, either in whole or in part, of any portion of the subject premises without first having obtained the express written consent of all parties hereto.

6. That the Parties of the Second Part expressly promise and pledge to hold the Parties of the First Part harmless and agree to protect and forever defend the Parties of the First Part from any and all liability which may occur as a result of the ownership of the subject tract of land as well as from any suits, claims or assessments which arise from the use or ownership of the subject tract of land by the Parties of the Second part.

7. That the parties hereto agree that this Agreement shall not be recorded in the Office of the Recorder of Deeds in

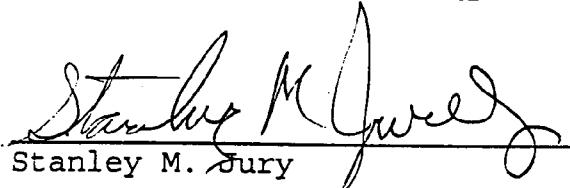
Clearfield County or any other office or place of public record without the specific written consent of all parties.

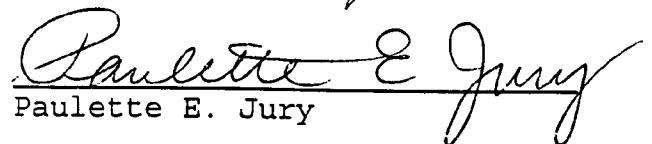
8. That this Agreement represents the entire understanding of the parties and shall not be amended, changed or modified in any manner or form unless in writing executed by both the Sellers and the Buyers.

9. This Agreement shall be construed under and in accordance with the Laws of the Commonwealth of Pennsylvania.

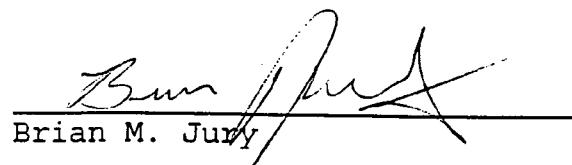
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

PARTIES OF THE FIRST PART

  
Stanley M. Jury

  
Paulette E. Jury

PARTIES OF THE SECOND PART

  
Brian M. Jury

  
Rebecca M. Jury

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

On this the 28<sup>th</sup> day of February, 2003, before me the undersigned officer, personally appeared Stanley M. Jury and Paulette E. Jury, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Nancy M. Smeal

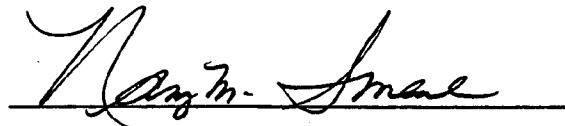
NOTARIAL SEAL  
NANCY M. SMEAL, Notary Public  
Graham Township, Clearfield Co., PA  
My Commission Expires, May 4, 2006

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

On this the 28<sup>th</sup> day of February, 2003, before me the undersigned officer, personally appeared Brian M. Jury and Rebecca M. Jury, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



NOTARIAL SEAL  
NANCY M. SMEAL, Notary Public  
Graham Township, Clearfield Co., PA  
My Commission Expires, May 4, 2006

of Ramey, County of Clearfield and Commonwealth of Pennsylvania,  
bounded and described as follows:

BEGINNING at a 3/4" rebar (set) at the northeast corner of Lot Number 24 in Block "B" of the General Plan of the Borough of Ramey, said rebar being the northeast corner of lands of William Dewey Stott III as recorded in Deed Book 1812, Page 222, said rebar being on the western right of way line of Pennsylvania State Route SR-0253 (Main Street), said point of beginning being the southeast corner of the parcel herein conveyed and running; thence along the northern line of lands of William Dewey Stott III and being the northern line of Lot Number 24 North 56 degrees 26 minutes 41 seconds West a distance of 150.00 feet to a 3/4" rebar (set), said rebar being on the eastern right of way line of a designed alley; thence along the eastern right of way line of said alley North 33 degrees 51 minutes 15 seconds East a distance of 76.90 feet to a point, said point being the southwest corner of lands of Jason and Donna M. Hansel as described in Instrument No. 200206844; thence along the southern line of lands of Jason and Donna M. Hansel the following courses and distances: South 56 degrees 16 minutes 55 seconds East a distance of 36.80 feet to a point; North 33 degrees 39 minutes 09 seconds East passing through a 3/4" rebar (set) at a distance of 2.75 feet and continuing on for a total distance 23.21 feet to a 3/4" rebar (set) said rebar being on the southern line of Lot No. 30 of the General Plan of the Borough of Ramey; South 56 degrees 26 minutes 41 seconds East a distance of 113.28 feet to a 3/4" rebar (set), said rebar being on the western right of way line of Pennsylvania State Route SR-0253 (Main Street); thence along the western right of way line of Pennsylvania State Route SR-0253 South 33 degrees 51 minutes 16 seconds West a distance of 100.00 feet, along to a 3/4" rebar (set) and place of beginning.

Containing 14,149.47 sq. ft. 0.325 acres and known as Lot Number 26 and a portion of Lot Number 28 of the General Plan of Ramey and as also shown on a plat map prepared by Curry & Associates, dated March 30, 1994 and revised on February 6, 2003, a photocopy of which is attached hereto and made a part hereof.

SUBJECT TO all restrictions, reservations, easements, conditions, covenants and rights of way as may be contained in prior instruments of record.

BEING the same premises, known as Lot No. 26, which Robert A. Williams and Dorothy Williams granted and conveyed to Robert A. Williams and Dorothy Williams, by deed dated April 17, 1978 and recorded in Clearfield County Deed Book 758, Page 479. AND BEING a part of the same premises, known as part of Lot No. 28, which Robert A. Williams and Dorothy Williams granted and conveyed to Robert A. Williams and Dorothy Williams, by deed dated April 24, 1978 and recorded in Clearfield County Deed Book 759, Page 457. Said Robert A. Williams died June 11, 1989, vesting title in Dorothy Williams, his surviving spouse. Dorothy Williams died November 24, 1993 and by her Last Will and Testament dated November 18, 1988 and appearing of record in Estate No. 93-644, she left all the hereinbefore described premises to her children and Grantors herein: Jon R. Williams, Robert S. Williams, Dean Williams, Dorothy Williams, Sally A. Williams, Nancy Williams Hensal, and Mark A. Williams.

## EXHIBIT “B”

Rescission to Real Estate Purchase Agreement

THIS AGREEMENT,, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between Stanley M. Jury and Paulette E. Jury. husband and wife. residing at 7095 Sanborn Street, Osceola Mills, Clearfield County, Pennsylvania, parties of the first part, and hereinafter referred to as "PARTIES OF THE FIRST PART".

AND

Brian M. Jury, an adult individual, currently residing at 149 North Buckeye Street, Bellevue. OH. and Rebecca M. Jury, an adult individual. currently residing at 17 Bridge Street, Apartment #4, Pittsfield, NH, formerly husband and wife, parties of the second part. hereinafter referred to as "PARTIES OF THE SECOND PART".

WITNESSETH

WHEREAS, the Parties of the First Part and the Parties of the Second Part entered into a Real Estate Purchase Agreement, dated February 28<sup>th</sup>, 2003, whereby the Parties of the Second Part were jointly involved in the acquisition of certain real estate located within Ramey Borough, Clearfield County, Pennsylvania. and more fully described in Deed Book 758, Page 479 and Deed Book 759, Page 457 in the Office of the Recorder of Deeds of Clearfield County; being Lot #26 and part of Lot #28 in the General Plan of Ramey Borough; and

WHEREAS, the Parties of the First Part were to assist the Parties of the Second Part in having available to them sufficient financial resources to allow for the purchase of the aforementioned premises; and

WHEREAS, the Parties of the First Part and the Parties of the Second Part entered into a mortgage agreement with Clearfield Bank and Trust Company, where all four parties noted above signed and executed the document assuming financial responsibility for the borrowed sum of money; and

WHEREAS, the Parties of the First Part and the Parties of the Second Part entered into an insurance policy for the aforementioned property to cover potential fire, casualty and liability damages, whereby all four parties noted above signed and executed the document assuming financial responsibility for the premiums required to keep the policy current; and

WHEREAS, under the terms of the Real Estate Purchase Agreement, the Parties of the Second Part accepted sole responsibility for all mortgage payments, all insurance premium payments and all real estate taxes that accrued on the property from the date of the signing of the Real Estate Purchase Agreement; and

WHEREAS, the Parties of the Second Part have failed to fulfill the previously noted obligations to the Parties of the First Part since October of 2003, including but not limited to the failure to make the required mortgage payments, the required insurance premium payments and the required Borough, County, State and School real estate tax payments; resulting in a material breach of the Real Estate Purchase Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and provisions hereinafter set forth and with the intention of being legally bound hereby, the Parties hereto agree as follows:

1. It is the express agreement of the Parties to this agreement that the earlier "Real Estate Purchase Agreement" is hereby rescinded and full ownership and financial responsibility of the property is returned exclusively to the Parties of the First Part and that the Parties of the Second Part shall relinquish any and all ownership rights in the subject property.
2. The said Parties of the Second Part do further agree to execute a special warranty deed conveying and transferring all of their right, title and interest in and to the subject property in further consideration of the waiver of payments as provided under the Agreement of Sale and in order to vest full right, title and interest in and to the subject property to the parties of the first part as anticipated by this instrument. Parties of the First Part retain the option if it appears to be in their best interests to record the said deed in order to vest full right, title and interest in and to said premises in their name subject only to the mortgage previously executed by the parties hereto.
3. In exchange for the relinquishment of all ownership rights, any existing obligation to the Parties of the First Part owed by the Parties of the Second Part, including the failure to make mortgage payments, insurance premium payments and real estate tax payments is hereby forgiven by the Parties of the First Part.
4. The Parties of the First Part shall within thirty (30) days of the execution of this document contact Clearfield Bank and Trust Company and take all necessary steps to eliminate the Parties of the Second Part from the existing mortgage and any future financial obligation.
5. The Parties of the First Part shall within thirty (30) days of the execution of this document contact the current insurance carrier and take all necessary steps to eliminate the Parties of the Second Part from the existing policy.
6. The Parties of the First Part in consideration for the relinquishment of ownership rights by the Parties of the Second Part expressly promise to hold the Parties of the Second Part harmless and agree to protect and forever defend them against any and all liability, which may occur as a result of the ownership of the subject tract of land.

7. All parties agree that this agreement shall not be recorded in the Office of the Recorder of Deeds in Clearfield County nor in any way be made a part of public knowledge.
8. This Agreement represents the entire understanding of the parties and shall not be amended, changed or modified in any manner or form unless executed in writing by all parties.
9. This Agreement shall be construed under and in accordance with the Laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

**PARTIES OF THE FIRST PART**

---

Stanley M. Jury

---

Paulette E. Jury

**PARTIES OF THE SECOND PART**



Brian M. Jury

---

Rebecca M. Jury

OHIO

STATE OF ~~PENNSYLVANIA~~

:

COUNTY OF

:

On this 8 th day of Aug, 2004, before me, the undersigned officer, personally appeared Brian M. Jury, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

*Elle K. Millecucchi*

*My commission expires 8/27/06*

STATE OF NEW HAMPSHIRE

:

COUNTY OF

:

On this        th day of       , 2004, before me, the undersigned officer, personally appeared Rebecca M. Jury known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

---

STATE OF PENNSYLVANIA :

COUNTY OF :

On this       th day of           , 2004, before me, the undersigned officer, personally appeared Stanley and Rebecca <sup>Poubelle</sup> Jury, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

---

## EXHIBIT “C”

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

STANLEY M. JURY, ET UX.  
(Plaintiff)

7095 Sanborn Street  
(Street Address)  
Osceola Mills, PA 16666  
(City, State ZIP)

VS.

BRIAN M. JURY & REBECCA  
(Defendant) M. JURY

17 Bridge Street, Apt. 4  
(Street Address)

Pittsfield, NH  
(City, State ZIP)

CIVIL ACTION

No. 2005- 896-CJ

Type of Case: Civil

Type of Pleading: Complaint

Filed on Behalf of:

Plaintiff  
(Plaintiff/Defendant)

John R. Carfley  
(Filed by)

P. O. Box 249  
Philipsburg, PA 16866

(Address)

814-342-5581

(Phone)

John R. Carfley  
(Signature)

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

JUN 22 2005

Attest.

*William E. Ober*  
Prothonotary/  
Clerk of Courts

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

STANLEY M. JURY and PAULETTE :

E. JURY, husband and wife

Plaintiffs,

-vs- : No. 2005 - - CD

BRIAN M. JURY and REBECCA M. :

JURY, individually and formerly as  
husband and wife, :

Defendants. :

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 claims 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 FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 Extension 5982

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

STANLEY M. JURY and PAULETTE

E. JURY, husband and wife

Plaintiffs

-vs-

: No. 2005 - CD

BRIAN M. JURY and REBECCA M.

JURY, individually and formerly as  
husband and wife,

Defendants. :

COMPLAINT

AND NOW COME, the Plaintiffs, STANLEY M. JURY and PAULETTE E. JURY, husband and wife, who by and through their attorney John R. Carfley, Esquire, set forth the following claim against the Defendants, BRIAN M. JURY and REBECCA M. JURY and in support of said claims set forth the following factual averments:

1. Plaintiffs Stanley M. Jury and Paulette E. Jury, husband and wife, are adult individuals currently residing at 7095 Sanborn Street, Osceola Mills, Clearfield County, Pennsylvania.

2. Defendant Brian M. Jury is an adult individual currently residing at 149 North Buckeye Street, Bellevue, Ohio.

3. Defendant Rebecca M. Jury is an adult individual currently residing at 17 Bridge Street, Apartment #4, Pittsfield, New Hampshire.

4. On or about February 28<sup>th</sup>, 2003, Plaintiffs entered into a Real Estate Purchase Agreement with the Defendants, who at the time were living together as husband and wife.

5. Under said Agreement, Plaintiffs were to assist the Defendants in acquiring a property located in Ramey Borough, more fully described in Deed Book 758, Page 479 and Deed Book 759, Page 457 in the Office of the Recorder of Deeds of Clearfield County; being lot #26 and part of lot #28 in the General Plan of Ramey Borough. A true and correct copy of said Agreement is attached hereto as Exhibit "A".

6. Under the terms of the Agreement, Plaintiffs would co-sign with the Defendants all financial documents including a Mortgage and Note with Clearfield Bank and Trust to allow for the purchase of the aforementioned property. In exchange, Defendants

agreed to be solely responsible for all mortgage payments, insurance premiums, and school or real estate taxes and to "hold the (Plaintiffs) harmless and agree to protect and forever defend (Plaintiffs) from any and all liability which might attach as a result of the ownership of the subject tract of land."

7. On February 28<sup>th</sup>, 2003, the Agreement was executed and signed by both the Plaintiffs and the Defendants and notarized by Nancy M. Smeal, Notary Public, Graham Township, Clearfield County, Pennsylvania.

8. Shortly thereafter, Defendants assumed occupancy of the property and began to make the required payments directly to the Plaintiffs as required under the terms of the Agreement.

9. At some time prior to October 2003, Defendants separated, and Defendant Brian Jury relocated to the State of Ohio leaving the Defendant Rebecca Jury residing in the subject premises in Ramey Borough. Eventually, Defendant Rebecca Jury vacated the residence, leaving the property unoccupied.

10. Beginning in October 2003 and continuing up to the present date, Defendants have failed to make any of the payments required under the terms of the Real Estate Purchase Agreement, forcing the Plaintiffs to assume all of the mortgage, insurance and tax obligations, all of which is in breach of the contract terms and conditions earlier specified as the consideration due the Plaintiffs' for their commitment under the terms of the Real Estate Contract.

#### COUNT I – Breach of Contract - Rescission of Contract

11. Plaintiffs incorporate paragraphs 1 through 10 inclusive as fully as though set forth herein at length.

12. Under the terms of the aforementioned Real Estate Purchase Agreement, the Defendants are obligated to make all of the payments associated with the ownership of the subject property including, but not limited to, the mortgage payment, insurance premium and all associated taxes.

13. Since October of 2003, Defendants have failed to make any of the required payments either to the Plaintiffs or directly to the institutions to which the debt is owed.

14. Plaintiffs have suffered financial hardship by having to assume all of the debt load for which the Defendants have failed to make payment as required under the Agreement.

15. The Defendants failure to make these payments as required under the terms of the Agreement constitutes a material breach of contract for which rescission of the Agreement is a reasonable, just and recognized remedy.

WHEREFORE, Plaintiffs demand that this Honorable Court enter judgment for the Plaintiffs and against the Defendants individually and jointly, rescinding the Real Estate Purchase Agreement and vesting full right, title and interest in the subject property with the Plaintiffs.

COUNT II – Breach of Contract - Restitution

16. Plaintiffs incorporate paragraphs 1 through 15 inclusive as fully as though set forth herein at length.

17. Since October of 2003, Plaintiffs have been required to make all payments associated with the ownership of the subject property including all mortgage payments, insurance premiums and taxes, all because of Defendants failure to meet their obligations as set forth under the terms of the Real Estate Purchase Agreement.

18. Defendants failure to make the aforementioned payments constitutes a material breach of contract and restitution to the Plaintiffs for all amounts paid on behalf of the Defendants plus interest and costs is a proper remedy under contract law.

WHEREFORE, the Plaintiffs request that this Honorable Court enter judgment on behalf of the Plaintiffs against the Defendants, jointly and severally for an unliquidated amount in excess of \$10,000.

COUNT III – Breach of Contract

19. Plaintiffs incorporate paragraphs 1 through 18 inclusive as fully as though set forth herein at length.

20. Sometime prior to December 1, 2004, Defendants, Brian M. Jury and Rebecca J. Jury, approached the Plaintiffs and requested the Plaintiffs to have their attorney prepare a rescission of the Real Estate Purchase Agreement in order to eliminate the need for instituting suit to legally rescind the Sales Agreement and vest full title to the premises in the joint names of the legal owners, to wit, Stanley M. Jury and Paulette E. Jury.

21. The said Rescission Agreement was prepared by Plaintiffs' counsel at Plaintiffs' expense and was submitted to the parties for signature on or about December 1, 2004.

22. The said Agreement, a true and correct copy of which is affixed hereto as Exhibit "B" was signed by the Defendant, Brian M. Jury on or about December 8, 2004, all of which is substantiated by the signature page affixed hereto as Exhibit "B".

23. Despite repeated requests by telephone, written correspondence and facsimile transmissions, Defendant, Rebecca M. Jury, refused and has continued to refuse

to execute the Rescission Agreement, all to the detriment and expense of the Plaintiffs herein.

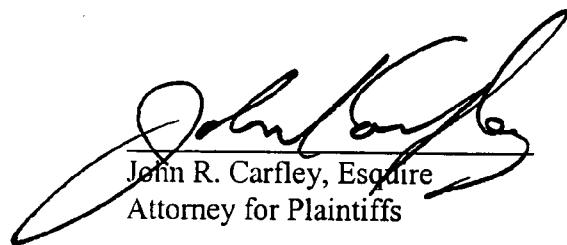
24. The reasonable costs associated with the activities of the Plaintiffs through their legal counsel which have accrued to date in this matter are \$1,500, for which Plaintiffs now make claim.

25. The failure to conclude this matter without the need for litigation occurred solely and exclusively because of Defendant Rebecca M. Jury's refusal to execute the Rescission Agreement as agreed to.

26. Based on the facts of this case, Defendant Rebecca M. Jury is solely and exclusively liable for the litigation costs now incurred by the Plaintiffs as well as those costs associated with the preparation of the Rescission Agreement.

27. Plaintiffs request that the provisions of the Real Estate Rescission Agreement be implemented by the Court and that a monetary judgment in a liquidated amount of \$1,500 be assessed against the Defendant, Rebecca M. Jury, individually, for failure to conclude this transaction in an expeditious and affirmative manner.

WHEREFORE, Plaintiffs demand that judgment be entered in favor of Plaintiffs and against Defendant, Rebecca M. Jury for rescission of the contract and for re-vesting of legal title in the said premises to the Plaintiffs with a termination of all equitable rights in and to the said premises which Brian M. Jury or Rebecca M. Jury may now assert, together with a judgment in the amount of \$1,500 for fees and costs associated with this proceeding as well as a judgment for legal fees and litigation expenses in an amount of more than Ten Thousand Dollars (\$10,000.00).

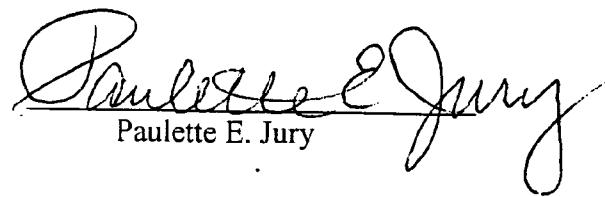


John R. Carfley, Esquire  
Attorney for Plaintiffs

Dated: June 17<sup>th</sup>, 2005

VERIFICATION

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

  
Paulette E. Jury

Dated: June 17, 2005

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

STANLEY M. JURY and PAULETTE :  
E. JURY, husband and wife

Plaintiffs,

-vs- : No. 2005 - - CD

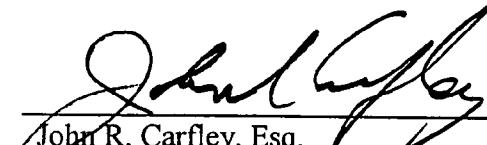
BRIAN M. JURY and REBECCA M. :  
JURY, individually and formerly as  
husband and wife,

Defendants. :

CERTIFICATE OF SERVICE

I do certify that I made service of the foregoing Complaint upon the following by  
depositing the same in the United States mail, sent certified, return receipt requested,  
postage prepaid, this 22nd day of June, 2005, addressed as follows:

Rebecca M. Jury  
17 Bridge Street, Apartment #4  
Pittsfield, NH

  
John R. Carfley, Esq.  
Counsel for Plaintiff  
P. O. Box 249  
Philipsburg, PA 16866  
(814) 342-5581

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

STANLEY M. JURY and PAULETTE  
E. JURY, husband and wife

Plaintiffs,

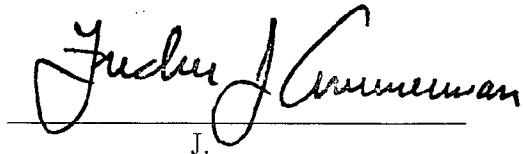
-vs- : No. 2005 - 896 - CD

BRIAN M. JURY and REBECCA M.  
JURY, individually and formerly as  
husband and wife,

Defendants. :

RULE TO SHOW CAUSE

AND NOW, this 17<sup>th</sup> day of August, 2005, upon consideration of  
the foregoing Motion for Specific Relief, it is hereby ordered that an argument shall be  
held on the Motion on the 9<sup>th</sup> day of September, 2005, at 11:00  
o'clock a.m./p.m. in Courtroom No. 1 of the Clearfield County Courthouse.

  
\_\_\_\_\_  
J.

FILED <sup>200</sup>  
01/4/0051 Atty Carley  
AUG 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

STANLEY M. JURY and PAULETTE  
E. JURY, husband and wife

Plaintiffs,

-vs- : No. 2005 - 896 - CD

BRIAN M. JURY and REBECCA M.  
JURY, individually and formerly as  
husband and wife,

Defendants. :

FILED  
m/jm:2261  
SEP 09 2005  
JW

William A. Shaw  
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

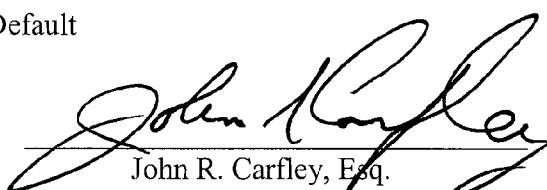
I hereby verify that a true and correct copy of the letter and notice of Rule to  
Show Cause with the date of the argument contained therein was served upon the  
following party at the following address on August 24, 2005, by certified mail, return  
receipt requested and by regular United States mail, postage prepaid as evidenced by the  
copy of the letter attached hereto:

Rebecca M. Jury  
5 Elm Street, Apt. C  
Pittsfield, NH 03263

The receipt for the certified mail is also attached, however Plaintiff has not, to  
date, received the green card indicating receipt of service by Defendant.

The following documents were likewise served by regular mail, to the Defendant,  
Rebecca M. Jury, at the above address under date of July 12, 2005:

Ten Day Notice of Default

  
John R. Carfley, Esq.  
P. O. Box 249  
Philipsburg, PA 16866  
Attorney for Plaintiff

JOHN R. CARFLEY  
ATTORNEY AT LAW  
222 PRESQUEISLE STREET  
P. O. BOX 249  
PHILIPSBURG, PENNSYLVANIA 16866

AREA CODE 814  
TELEPHONE 342-5581  
FAX 342-1127

August 24, 2005

Certified Mail – Return Receipt Requested  
and regular U. S. Mail

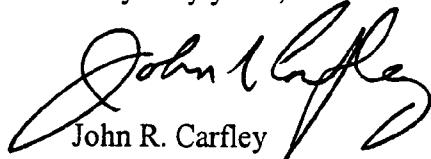
Rebecca M. Jury  
5 Elm Street, Apt. C  
Pittsfield, NH 03263

Re:     Jury vs. Jury  
No. 2005-896-CD

Dear Ms. Jury:

Enclosed please find a copy of a Rule to Show Cause which has been issued by Judge Ammerman of Clearfield County setting a hearing on the Motion for Specific Relief which was previously forwarded to you. As you can see, this hearing has been set for September 9, 2005 at 11:00 a.m. If you do not appear on this date, the Court will, most likely, order the Prothonotary or Recorder of Deeds to execute the deed which is required to transfer the property back to Stan and Paulette.

Very truly yours,

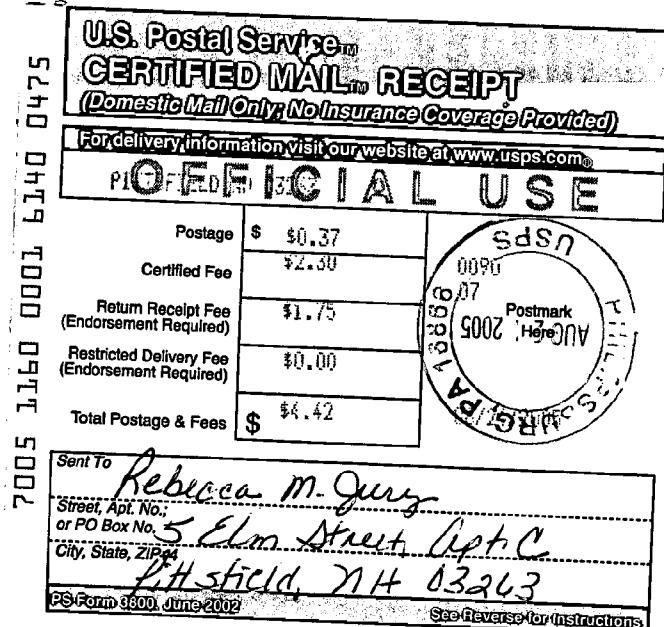


John R. Carfley

JRC:bjn

Enclosure

cc:     Mr. & Mrs. Stanley Jury



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

STANLEY M. JURY and PAULETTE  
E. JURY, husband and wife

Plaintiffs,  
-vs- : No. 2005 - 896 - CD

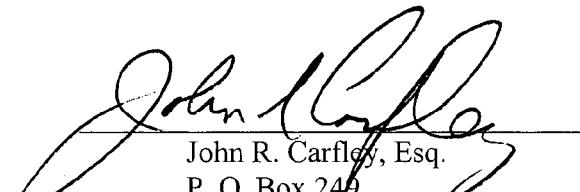
BRIAN M. JURY and REBECCA M.  
JURY, individually and formerly as  
husband and wife, :

Defendants. :

CERTIFICATE OF SERVICE

I hereby verify that a true and correct copy of the Complaint filed in the above matter was served upon the following party at the following address on June 22, 2005, by certified mail, return receipt requested:

Rebecca M. Jury  
17 Bridge St, Apt. 4  
Pittsfield, NH 03263-3335

  
John R. Carfley, Esq.  
P. O. Box 249  
Philipsburg, PA 16866  
Attorney for Plaintiff

**FILED**  
0/1/05  
AUG 12 2005  
cm  
ICC Atty Carfley

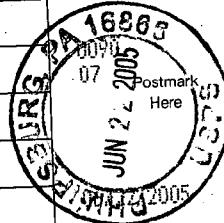
William A. Shaw  
Prothonotary

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

Article Sent To:

PITTSFIELD NH 03263

Postage	\$ 1.06
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 5.11



Name (Please Print Clearly) (to be completed by mailer)

Rebecca M. Jury

Street, Apt. No.; or PO Box No.

17 Bridge St., Apt 4

City, State, ZIP+4

Pittsfield, NH 03263-3335

PS Form 3800, July 1999

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Rebecca M. Jury  
17 Bridge St., Apt 4  
Pittsfield, NH 03263-3335

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature



Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

6/17

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:

3. Service Type

- |                                                    |                                                                    |
|----------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                              |
| <input type="checkbox"/> Registered                | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                                    |

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7000 0600 0021 1546 1702

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**FILED**

AUG 12 2005

William A. Shaw  
Prothonotary

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

STANLEY M. JURY and PAULETTE  
E. JURY, husband and wife

Plaintiffs,

-vs- : No. 2005 - 896 - CD

BRIAN M. JURY and REBECCA M.  
JURY, individually and formerly as  
husband and wife,

Defendants. :

FILED  
01/11/2005  
SEP 09 2005

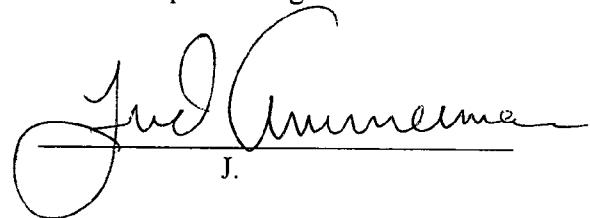
William A. Shaw (AP)  
Prothonotary/Clerk of Courts  
2 cc. Atty Casfley

ORDER

AND NOW, this 9 day of September, 2005, it is hereby Ordered  
and Decreed that the Defendant, Rebecca M. Jury, shall execute any and all documents  
necessary to facilitate the transfer of that certain real estate which is the subject of the Real  
Estate Purchase Agreement with the Plaintiffs, or in the alternative, that the Prothonotary of  
Clearfield County or the Recorder of Deeds of Clearfield County, and/or their assignees, and  
designees, shall complete said transaction as requested by the Plaintiffs and all other actions  
and transactions consistent with the transference of ownership of the premises, including,  
but not limited to, the execution of any and all deeds and Rights of Way, particularly a Right  
of Way to the Muddy Run Regional Authority consistent with the easement agreement  
and/or Declaration of Taking presented to the Plaintiffs named herein.

It is the further Order of this Court that judgment shall be entered in favor of the  
Plaintiffs and against the Defendant, Rebecca M. Jury, for the rescission of the Real Estate  
Contract entered into by the parties pursuant to the provisions of the Rescission to Real  
Estate Purchase Agreement directing the final divestiture of legal and equitable title in the  
said premises from the Defendants and the revestiture of title to the Plaintiffs with the

termination of all legal and equitable rights in and to the said premises which Brian M. Jury and Rebecca M. Jury could have ever asserted, together with a monetary judgment in the amount of \$2,500 in fees and costs associated with this proceeding.



A handwritten signature in black ink, appearing to read "Brian M. Jury", is written over a horizontal line. Below the line is a small, circular, open circle.