

05-1598-CD
K. Dickinson vs Gene & Lynn McGee

Kovo Dickinson M.D. vs Gene McGee et al
2005-1598-CD

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-1598-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <u>Lynn McGee and Gene McGee</u>		MAG. DIST. NO. OR NAME OF D.J. <u>46-3-02</u>	
ADDRESS OF APPELLANT <u>249 Bloomington Ave. Curwensville</u>		CITY <u>Pa.</u>	STATE <u>16833</u>
DATE OF JUDGMENT <u>9-19-05</u>	IN THE CASE OF (Plaintiff) <u>Kova Dickinson</u> <u>Gene + Lynn McGee</u> (Defendant)		
CLAIM NO. CV _____ LT _____	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <u>Lynn McGee +</u>		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Kova Dickinson, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 2005-1598-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Lynn McGee
Signature of appellant or his attorney or agent

RULE: To Kova Dickinson, appellee(s).
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: OCT. 17, 2005

William A. Shaw
Signature of Prothonotary or Deputy

FILED

OCT 17 2005

07:10 PM
William A. Shaw

Prothonotary/Clerk of Courts

MAILED NOTICE

D.J. INGRAM

PLAINTIFF

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-1598-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Lynn McGee and Gene McGee MAG. DIST. NO. OR NAME OF D.J. 46-3-02
 ADDRESS OF APPELLANT 249 Bloomington Ave. Curwensville CITY Pa. STATE Pa. ZIP CODE 16833
 DATE OF JUDGMENT 9-19-05 IN THE CASE OF (Plaintiff) Kova Dickinson VS. (Defendant) Gene + Lynn McGee

CLAIM NO.

CV
LT

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

Lynn McGee +

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Name of appellee(s)

(Common Pleas No. 2005-1598-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Lynn McGee

Signature of appellant or his attorney or agent

RULE: To Kova Dickinson, appellee(s).

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

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(3) The date of service of this rule if service was by mail is the date of mailing.

Date: OCT. 17, 2005[Signature]

Signature of Prothonotary or Deputy

FILED

OCT 17 2005

0/2:10/1W

William A. Shaw

Prothonotary/Clerk of Courts

MAILED NOTICED

D.J. INGRAM &

PLAINTIFF

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____

COURT OF COMMON PLEAS

CLEARFIELD CO.
JUDICIAL DISTRICT

46th

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-1598-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Lynn McGee and Gene McGee MAG. DIST. NO. OR NAME OF D.J. 46-3-02
 ADDRESS OF APPELLANT 249 Bloomington Ave. Curwensville CITY Pa. STATE 16833 ZIP CODE
 DATE OF JUDGMENT 9-19-05 IN THE CASE OF (Plaintiff) Kova Dickinson VS. Gene + Lynn McGee (Defendant)

CLAIM NO.

CV
LT

SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

Lynn McGee

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

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PRAECIPE: To Prothonotary

Enter rule upon Kova Dickinson, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 2005-1598-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Lynn McGee

Signature of appellant or his attorney or agent

RULE: To Kova Dickinson, appellee(s).

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: OCT. 17, 2005[Signature]

Signature of Prothonotary or Deputy

[Signature]

0/2:10/W

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

MDJ Name: Hon.

RICHARD A. IRELAND

Address: **650 LEONARD ST**

STE 113

CLEARFIELD, PA

Telephone: **(814) 765-5335** **16830**

**NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE**

PLAINTIFF:

NAME and ADDRESS

DICKINSON, KOVA
8788 DOUGLAS ROAD
OLANTA, PA 16863

VS.

DEFENDANT:

NAME and ADDRESS

MC GEE, GENE, ET AL.
249 BLOOMINGTON AVE
CURWENSVILLE, PA 16833

LYNN MC GEE
249 BLOOMINGTON AVE
CURWENSVILLE, PA 16833

Docket No.: **LT-0000349-05**
Date Filed: **9/06/05**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **DICKINSON, KOVA**

☒ Judgment was entered against **MC GEE, GENE** in a

☒ Landlord/Tenant action in the amount of \$ **2,256.59** on **9/19/05** (Date of Judgment)

The amount of rent per month, as established by the Magisterial District Judge, is \$ **450.00**.

The total amount of the Security Deposit is \$ **.00**

	Total Amount Established by MDJ	Less Security Deposit Applied	=	Adjudicated Amount
Rent in Arrears	\$ 1,125.00	\$.00	=	\$ 1,125.00
Physical Damages Leasehold Property	\$ 1,003.85	\$.00	=	\$ 1,003.85
Damages/Unjust Detention	\$.00	\$.00	=	\$.00
Less Amt Due Defendant from Cross Complaint				\$.00
Interest (if provided by lease)				\$.00
L/T Judgment Amount				\$ 2,128.85
Judgment Costs				\$ 127.74
Attorney Fees				\$.00
Total Judgment				\$ 2,256.59
Post Judgment Credits				\$
Post Judgment Costs				\$
Certified Judgment Total				\$

☐ Attachment Prohibited/
42 Pa.C.S. § 8127

☐ This case dismissed without prejudice.

☒ Possession granted.

☐ Possession granted if money judgment is not satisfied by time of eviction.

☐ Possession not granted.

☐ Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

IF A PARTY WISHES TO APPEAL ONLY THE MONEY PORTION OF A JUDGMENT INVOLVING A RESIDENTIAL LEASE, THE PARTY HAS 30 DAYS AFTER THE DATE OF ENTRY OF JUDGMENT IN WHICH TO FILE A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE NOTICE OF APPEAL. EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

SEP 19 2005 Date **Richard A. Ireland**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, Magisterial District Judge

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Kora Dickinson
(Plaintiff)

8788 Douglas Rd
(Street Address)

Olanta, Pa. 16863
(City, State ZIP)

CIVIL ACTION

No. 2005-1598 C.D.

Type of Case: appeal

Type of Pleading: Complaint

VS.

Lynn & Gene Mc Gee
(Defendant)

249 Sharrington Ave
(Street Address)

Crumensville Pa. 16833
(City, State ZIP)

Filed on Behalf of:

Kora Dickinson
(Plaintiff/Defendant)

Kora Dickinson
(Filed by)

8788 Douglas Rd. Olanta Pa
(Address)

814-236-3059
(Phone)

FILED ^{NO CC}
OCT 25 2005 ^{GW}

William A. Shaw
Prothonotary/Clerk of Courts

Kora Dickinson
(Signature)

10/24/2005

To: Prothonotary of Clearfield Co.
Re: 2005-1598-CD Lynn & Gene McGee

I am providing you information regarding my claim for back rent and damages due me from the McGees.

Rent due 12/15/2004. On 12/31/04 received check # 306 in amt. Of \$450.00 from Virginia Shaffer. (Lynns grandmother), paying rent until 01/14/2005. On the 12th of Jan. 2005 I wrote to them telling them I was putting the house up for sale giving them the price and I would apply all back monies paid to total price. I ask them to please advise of their decision when paying rent this month. I did not receive rent Jan, 15th or Feb. 15 2005 so, Feb. 28th I sent Notice to Vacate the property, giving 30 days.

On 03/30/2005 house keys were found in my mail box along with a note stating send bill for rent due. (Copy inclosed) I called the last phone number I had to schedule a walk through of the house but my calls were never answered. I then sent an itemized bill for rent plus damages to the house. I never received any response.

This brings it to today

Regarding the \$500.00 Insurance Ded. The McGees were buying the house. After numerous late payments (copies enclosed) I let them know they defaulted on their agreement and if in the future they wanted to borrow money and purchase the house I would credit them with all the monies they paid to that date.

In Dec. 2004 wind storm tore off one side of the siding. When I sent the eviction notice I also called the Insurance Company to see if the damage was ever reported and to let them know McGees would not be at that house any longer. I have the cancellation notice in file from the Ins. Co. A check in the amount of \$85.00 (pro-rated) was sent to the McGees at address on file with the Insurance Co.



Ms. Kova Dickinson
8788 Douglas Road
Olanta, Pa 16863

RECEIPT

DATE Nov 19 04 No. 1104433

RECEIVED FROM Lynn M. Gee \$ 450.00

four hundred fifty ~~xx~~ DOLLARS

☒ FOR RENT
☐ FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER

FROM Nov 15 - 04 TO Dec 14 04

BY Kora Richardson

1182

RECEIPT

DATE Dec 31-04 No. 1104434

RECEIVED FROM Lynn M. Gee \$ 450.00

four hundred-fifty ~~xx~~ DOLLARS

☐ FOR RENT
☒ FOR CK # 306 - Virginia Shaffer - grandmother

ACCOUNT		<input type="radio"/> CASH
PAYMENT	<u>450.00</u>	<input checked="" type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER

FROM Dec 15 - 04 TO 1-14-05

BY Kora Richardson

1182

last rent received.

3-30-05

Kora,
 we have moved
 out. You have
 until April 1 to
 get ahead of
 the Elec. Company
 to put it back in
 your name or
 they will shut
 it off. Sepd
 me a bill for
 rent. Here are the
 keys. Lynn

RECEIPT

DATE _____ No. 1104429

RECEIVED FROM Lynn M. Lee \$ 800.00

Eight hundred XX DOLLARS

☒ FOR RENT of mon. July + Oct

☐ FOR Normal Apartment

ACCOUNT	2451 75	<input checked="" type="radio"/> CASH	FROM <u>7-15-04</u> TO <u>11-14-04</u>
PAYMENT	800 00	<input type="radio"/> CHECK	BY <u>Kora Dickerson</u>
BAL. DUE	1657 75	<input type="radio"/> MONEY ORDER	

1182

RECEIPT

DATE 10-9-04 No. 161654

FROM Rent \$ 800.00

DOLLARS

☐ FOR RENT

☐ FOR

ACCT.		<input checked="" type="radio"/> CASH	FROM _____ TO _____
PAID		<input type="radio"/> CHECK	
DUE		<input type="radio"/> MONEY ORDER	BY <u>Brenda Jones</u>

2501

14430

\$ 800.00

DOLLARS

1182

RECEIPT

DATE 10-11-04 No. 1104431

RECEIVED FROM Lynn M. Lee \$ 450.00

Four hundred fifty XX DOLLARS

☐ FOR RENT

☐ FOR

ACCOUNT	851 75	<input checked="" type="radio"/> CASH	FROM _____ TO _____
PAYMENT	450 00	<input type="radio"/> CHECK	
BAL. DUE	400 75	<input type="radio"/> MONEY ORDER	BY _____

1182

Kora

Given out of town

Brenda Jones receipt given

Feb. 28, 1905

Lynn and for Lane

Regarding past due payments. Jan 15, 05
and Feb. 15, 05. Amount of \$ 900.00.
Due & payable immediately by money
Order or Certified check.

I've heard nothing from you regarding
my letter of Feb. 14, 05.

This letter is notice to vacate
the property by April 1-2005 @
9343 Douglas Rd.

I will be in touch regarding
an inspection week through date.

Back due be sent to:

Mr. Vera Dickinson
8700 Douglas Rd.

GENERAL INFORMATION	
<input type="checkbox"/> <small>Check this box if you are returning a loan or other item.</small>	
<input type="checkbox"/> <small>Check this box if Restricted Delivery is desired.</small>	
<input type="checkbox"/> <small>Print your name and address on the reverse so that we can return the card to you.</small>	
<input type="checkbox"/> <small>Attach this card to the back of the envelope or on the front if space permits.</small>	
1. Article Addressed to:	
Mr. Vera Dickinson 8700 Douglas Rd. Oakland, Ca. 94618	
2. Article Number (Transfer from service)	
3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Registered Mail <input type="checkbox"/> Insured Mail <input type="checkbox"/> Return Receipt for Merchandise	
4. Restricted Delivery? (Enter date)	
5. Date of Delivery 3-5-05	
6. Agent <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	

VACATE
Notice.



**Insurance
Management
Resources L.P.**

P.O. Box 83, Harleysville, PA 19438-0083
(800) 924-9876 / Fax: (215) 256-5301
www.insurancemgrresources.com

April 13, 2005

Kova Dickinson
R.D. #1, Box 507
Olanta, PA 16863

Re: Farmers Claim No.: 4953
IMR Claim No.: MC000258
Insured: Gene & Lynn McGee
Date of Loss: 12/1/04

Dear Ms. Dickinson:

Insurance Management Resource is handling the above claim on behalf of **Farmers Mutual Fire Insurance Company of McCandless Township (Farmers Mutual)**.

We have completed our investigation in the above loss. We are offering as settlement the amount of \$1178.88. A payment in the amount of \$678.88, which is less the policy deductible of \$500.00 will be issued by Farmers Mutual.

If you have any questions or concerns please contact the undersigned at 1-800-924-9876 ext 8423.

Sincerely,

Linda Smith
Claims Specialist
Insurance Management Resources

State law requires us to include the following statement - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

Chris @ Lezzers
236-0238

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

MDJ Name: Hon.

RICHARD A. IRELAND

Address: **650 LEONARD ST
STE 113**

CLEARFIELD, PA

Telephone: **(814) 765-5335** **16830**

**RICHARD A. IRELAND
650 LEONARD ST
STE 113
CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE**

PLAINTIFF:

**DICKINSON, KOVA
8788 DOUGLAS ROAD
OLANTA, PA 16863**

NAME and ADDRESS

VS.

DEFENDANT:

NAME and ADDRESS

**MC GEE, GENE, ET AL.
249 BLOOMINGTON AVE
CURWENSVILLE, PA 16833**

Docket No.: **LT-0000349-05**
Date Filed: **9/06/05**



THIS IS TO NOTIFY YOU THAT:

Judgment:

☒ Judgment was entered for: (Name) **FOR PLAINTIFF
DICKINSON, KOVA**

☒ Judgment was entered against **MC GEE, GENE** in a

☒ Landlord/Tenant action in the amount of \$ **2,256.59** on **9/19/05** (Date of Judgment)

The amount of rent per month, as established by the Magisterial District Judge, is \$ **450.00**.

The total amount of the Security Deposit is \$ **.00**

	Total Amount Established by MDJ	Less Security Deposit Applied	=	Adjudicated Amount
Rent in Arrears	\$ 1,125.00	\$.00	=	\$ 1,125.00
Physical Damages Leasehold Property	\$ 1,003.85	\$.00	=	\$ 1,003.85
Damages/Unjust Detention	\$.00	\$.00	=	\$.00
Less Amt Due Defendant from Cross Complaint				\$.00
Interest (if provided by lease)				\$.00
L/T Judgment Amount				\$ 2,128.85
Judgment Costs				\$ 127.74
Attorney Fees				\$.00
Total Judgment				\$ 2,256.59
Post Judgment Credits				\$
Post Judgment Costs				\$
Certified Judgment Total				\$

☐ Attachment Prohibited/
42 Pa.C.S. § 8127

☐ This case dismissed without prejudice.

☒ Possession granted.

☐ Possession granted if money judgment is not satisfied by time of eviction.

☐ Possession not granted.

☐ Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

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SEP 19 2005 Date **Richard A. Ireland**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

10-25-05 Date **Richard A. Ireland**, Magisterial District Judge

My commission expires first Monday of January, **2006**.

SEAL

Mag. Dist. No.:

46-3-02

MDJ Name: Hon.

RICHARD A. IRELAND

Address: **650 LEONARD ST
STE 113**

CLEARFIELD, PA

Telephone: **(814) 765-5335 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE**

PLAINTIFF:

NAME and ADDRESS

**DICKINSON, KOVA
8788 DOUGLAS ROAD
OLANTA, PA 16863**

VS.

DEFENDANT:

NAME and ADDRESS

**MC GEE, GENE, ET AL.
249 BLOOMINGTON AVE
CURWENSVILLE, PA 16833**

**RICHARD A. IRELAND
650 LEONARD ST
STE 113
CLEARFIELD, PA 16830**

Docket No.: **LT-0000349-05**
Date Filed: **9/06/05**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **DICKINSON, KOVA**

☒ Judgment was entered against **MC GEE, LYNN** in a

☒ Landlord/Tenant action in the amount of \$ **2,256.59** on **9/19/05** (Date of Judgment)

The amount of rent per month, as established by the Magisterial District Judge, is \$ **450.00**.

The total amount of the Security Deposit is \$ **.00**

	Total Amount	Established by MDJ	Less Security Deposit Applied	=	Adjudicated Amount
Rent in Arrears	\$	1,125.00	-\$.00	= \$ 1,125.00
Physical Damages Leasehold Property	\$	1,003.85	-\$.00	= \$ 1,003.85
Damages/Unjust Detention	\$.00	-\$.00	= \$.00
Less Amt Due Defendant from Cross Complaint					-\$.00
Interest (if provided by lease)					\$.00
L/T Judgment Amount					\$ 2,128.85
Judgment Costs					\$ 127.74
Attorney Fees					\$.00
Total Judgment					\$ 2,256.59
Post Judgment Credits					\$
Post Judgment Costs					\$
Certified Judgment Total					\$

☐ Attachment Prohibited/
42 Pa.C.S. § 8127

☐ This case dismissed without prejudice.

☒ Possession granted.

☐ Possession granted if money judgment is not satisfied by time of eviction.

☐ Possession not granted.

☐ Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

IF A PARTY WISHES TO APPEAL ONLY THE MONEY PORTION OF A JUDGMENT INVOLVING A RESIDENTIAL LEASE, THE PARTY HAS 30 DAYS AFTER THE DATE OF ENTRY OF JUDGMENT IN WHICH TO FILE A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE NOTICE OF APPEAL. EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

SEP. 19 2005

Date

Richard A. Ireland

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

10-25-05

Date

Richard A. Ireland

, Magisterial District Judge

IN THE COURT OF COMMON PLEAS CLEARFIELD
COUNTY, PENNSYLVANIA

Kova Dickinson

Plaintiff/Appellant

vs.

LYNN McGEE/GENE McGEE

Defendant/Appellee

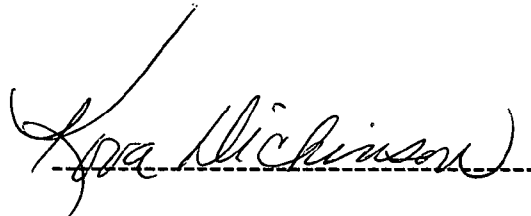
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District Justice Appeal
CASE NO. 2005-1598-CD

CERTIFICATE OF SERVICE

I, Kova Dickinson, Plaintiff above named, do hereby certify that on the 25th
day October, 2005, I caused a certified copy of the Complaint to be mailed,
first class-postage prepaid, to the Defendant at his/her address as follows:

Lynn/Gene McGee
249 Bloomington Ave.
Curwensville, Pa. 16833



FILED ^{NO}
02:37 PM
NOV 03 2005 ^{cc}

William A. Shaw
Prothonotary/Clerk of Courts

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA**

Kova Dickinson
Plaintiff/Appellee

vs.

Gene McGee and Lynn McGee
Defendant/Appellant

*
*
*
*
*
*

District Justice Appeal

Case No.: 2005-1598-CD

To: Kova Dickinson
(Plaintiff)

Date of Notice: 1/05/05

FILED ^{icc}
0/3:02/04 ^{Def.}
JAN 05 2006
William A. Shaw
Prothonotary/Clerk of Courts

Answer

The paragraph concerning rent due for January and February is admitted.

The paragraph concerning Kova Dickinson sending an itemized bill is also admitted. However, the statement concerning her never receiving a response is not entirely true. When we received the notice in January stating the we had to either purchase or vacate the house by May 31, 2005, Kova was in Florida. We were not given a number to contact her so her son Mike Robinson was contacted. He would not give us her number but said that he would let her know that we were trying to get a hold of her. We never heard from her until she sent the certified letter dated February 28, 2005. No phone calls were made because we were not given information needed. She stated in the letter that she would contact us regarding a final walk through inspection. That contact was never made so we were not present when the inspection was done. We then received a letter dated April 18, 2005 with an itemized list of costs. We would like to respond to the following:

- 1) **Siding and Insurance deductible \$500.00** ~ We contacted Farmers Mutual regarding this and were told that we were not responsible for the claim. Since Kova is the one who filed the claim, she was responsible for the deductible.
- 2) **Linoleum \$129.00**
Ceiling Tile \$49.95
Workbench in basement \$195.00
All of these were due to water damage due to old water lines leaking. In addition, we were never given any receipts that verified the cost of replacing the items.
- 3) **Globes (Kitchen Chandelier) \$49.50**
Only one globe needed replaced. The light itself is not worth \$49.50. Again, we were not given any receipts to verify cost.
- 4) **Bathtub Faucets \$79.95**
These were in working order when we moved out in March. We did not receive receipts for these either and feel that they could have been replaced at a lower cost.

New Matter

We would also like make known the costs that we incurred making repairs to the house. They are as follows (receipts available if needed):

Back Porch Railing	\$225.00 (Due to insurance regulations)
Hot Water Tank	\$106.00
Septic System	\$1,048.59
Waterline	\$388.69
Furnace Repairs	<u>\$121.12</u>
Total	\$1500.59

When Kova offered this house to us, she claimed that everything was in working order. We later found out by MaryAnn Elensky that the reason she was selling the house was because of on-going water problems. We had water problems from the day we moved in. Kova sent us a letter dated January 12 stating that she had to sell the house and gave us the option to purchase it or move out. Once we moved out, her granddaughter, Brandy Summers, moved in.

VERIFICATION

I verify that the statements made in this ansewr are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

Lynn M. McGee
Lynn M. McGee (Appellant)

1-5-06
Date

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA**

Kova Dickinson
Plaintiff/Appellee

District Justice Appeal

Case No. : 2005-1598-CD

VS.

Gene McGee and Lynn McGee
Defendant/Appellant

Date: 11-24-2005

FILED

9/10:50am
JAN 24 2006 (m)

ICC PHF

REPLY TO NEW MATTER

William A. Shaw
Prothonotary

The paragraph concerning rent due for January and February is **admitted**.
Rent is also due for March.

The paragraph concerning me receiving a response from the notice in January is **denied**.

I was out of town but McGees had my address, my phone number and also cell phone number. That is the one used when they inquired about the house. As for my son Michael, he does not take care of my business nor do my other three children.

As for the walk through. I sent a message to contact me. No response. I sent it to the last known address. I called the last phone number I had and no answer and no answering machine. I did not know where they were living at the time. I believe they are well aware of all damages according to the last response.

The letter in January **did not** state anything regarding vacating. That notice was sent February 28, 2005, **certified**, giving one (1) month notice which put time to be April 01, 2005 not May 31, 2005 as stated in Mc Gees answer of January 05, 2006.

Paragraph 01. Denied. In March, 2005, I called Farmers Mutual to let them know the Mc Gees would not be at the address as in the policy after April 01, 2005 and I ask if a claim had been filed in December 2004 for the wind damage. I was told there was NOT, and being the Insurance was in Mc Gees names it was filed and Insurance cancelled per my request.

Paragraph 02. Denied. I was not informed of leaking water lines.
Workbench completely missing.

Paragraph 03. Denied. Globe missing. Cannot find identical one so all 5 have to be replaced

District Justice Appeal
Pg. 02

Paragraph 4. Denied. Faucets were stripped. Would not turn off.

New Matter

1. **Porch Railing:** This was done prior to breaking purchase agreement.
2. **Hot water tank.** Lynn was given all warranty papers that pertained to the house including the one for tank. It was only 2 years old.
3. **Water line, and furnace repair.** I'm not aware of this.
4. **Septic system .** I had a complete new system installed while McGees were living there.

As for water problems. **Admitted**

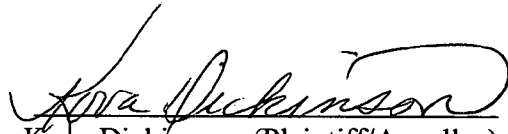
This was NOT a hidden problem. Lynn, Gene, Lynns mother and father and also Lynns step mother were all aware of this prior to Mc Gees moving in.

I had a Personal Care Home in this house, State Licensed for 8 residents. There was insufficient water supply for the Home, so I followed State Guidelines in closing it. The McGees, living ½ mile from the house was well aware of it and also knew as soon as I could obtain an easement permit from the adjoining land owner I was going to have city water placed into the house.

As for having to sell the house. **Admitted.** I was no longer affording a place for someone to live.

VERIFICATION

I verify that the statements made in this reply are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.


Koya Dickinson (Plaintiff/Appellee)
1-24-2006
Date

**COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA**

**Kova Dickinson
Plaintiff/Appelle**

District Justice Appeal

Case No: 2005-1598-CD

VS

**Gene McGee and Lynn McGee
Defendant/Appellant**

Date: 2-14-06

FILED *icc-deft*
0/2:45LM
FEB 14 2006 

REPLY TO NEW MATTER DATED 01/24/06

**William A. Shaw
Prothonotary/Clerk of Courts**

Paragraph 1. Admitted.

Rent owed Jan 15th through Mar 31st \$1,125.00

A security deposit of \$ 450.00 was paid Oct 2003 this has not been refunded or mentioned in any of Ms. Dickinsons papers. Also according to our Rent to Own Contract a payment of \$250.00 was made to Ms. Dickinson every 3 months starting in Oct 2003. The last payment was made Oct 2004. That makes a total of 4 payments. This was to be held as our Down Payment on the purchase of the house. This also has not been mentioned or refunded.

Security Deposit	\$ 450.00	
Down Payment	\$ 1,000.00	
Total	\$ 1,450.00	Unaccounted for.

Paragraph 2. Denied.

Item A. Contacting Ms. Dickinson.

The only address and phone # we had was her Olanta one. We have not had her cell phone # since moving into the Douglas Rd Property. That is why we contacted her son Mike Robison. He would not give us her # in Florida but did say he would contact her.

Item B. Family Members not involved in her business.

Mike, her son, was the only one we could contact when we had problems with the septic system when we first moved in. Ms. Dickinson was in Florida at that time. Her grand-daughter Brandi Summers was the one we paid our rent to whenever Ms. Dickinson was out of town.

Item C. Contact re: walk through inspection.

Received a letter 02/08/05 stating that she would contact us later about a date for the walk through inspection. We did not move out of the Douglas Rd property until March 25th 05. We have had the same phone # and answering machine (which is always left on) that we have today and our Douglas Rd address was the same until Sept 05. We have never received anything from her after we moved out of her property in March 05, other than a total bill.

Page 2.

Paragraph 3. Denied.

Contents of letter received in Jan.

Received letter dated Jan 12th. She stated that it had become necessary to sell the property due to the times we had been late with the rent and because of the letters from Farmers Mutual Ins: Co: regarding cancellation of our policy due to the fact that the house and patio did not meet their regulations.(we did these ourselves and paid for them so the Ins: would not be cancelled). It also stated in the letter that we must purchase the property for \$85,000.00 less the down payment that had been paid to date or vacate the property.

Paragraph 01. Denied.

We called Farmers Mutual Ins to cancel our Ins, this policy was in the names of Gene and Lynn McGee so Ms. Dickinson could not call and cancel it. The claim for the siding was never filed as we had a \$500.00 deductible and we felt we could repair it cheaper than that ourselves and planned on doing it in the spring. Ms. Dickinson was told this in a phone call at which time she said that was O.K.

Paragraph 02. Admitted.

Work Bench fell apart after being soaked by water from leaking water lines. Ms. Dickinson was not informed of the problem with the water lines as we thought this was our problem as we were supposed to be buying the property. We had the lines fixed ourselves. After the lines were fixed we cleaned out the basement and anything that was badly damaged was either burnt or put in the garbage.

Paragraph 03. Admitted.

Globe was broken. We do not think it should cost that much to fix also we have not seen a bill for that item.

Paragraph 04. Denied.

All water faucets were working when we moved out.

Re: New Matters.

Porch Railing.

This was covered in the Ins: matter in Paragraph 03. It was needed to keep our Ins: coverage.

Hot Water Tank. Denied.

Only papers received were dated 12/07/89 and were a 10 year warranty. We purchased a new water heater from the electric co:

Water Line & Furnace Repair. Admitted.

These were done when Ms: Dickinson was out of town and could not be reached.

Septic System. Admitted.

Septic problems arose after the new system was installed. The tank settled and the line broke and the leach bed would not drain. This caused our toilets to back up and the problem had to be resolved A.S.A.P.

Water Problems. Denied.

Nobody in our Families knew about the water problems when we moved in. Ms. Dickinson never mentioned the water problems when we looked at the house. The only thing she did say was that she was trying to get city water put in. She left it up to us as to whether we wanted to pay for it as we were buying the house. In all the times that we called her about the water problems she never once mentioned that she had been having them. She would come up to the house and mess around with the pressure switch for the pump and water conditioner, and said it was the water conditioner causing the problems. She did replace the pressure tank. She told us she was closing her care home because she was tired of dealing with it, she did not say it was because of an insufficient water supply. We had no knowledge of her or her business and had no reason to doubt her word. Most houses in this area have their own well system and they work fine. We were renting a house ½ mile from her care home and our well was O.K. Mr. Bender, the land owner whose property adjoins Ms. Dickinson 's told gene that he had given permission to Ms. Dickinson to run water lines across his property to hers so she could connect to the city water line. Gene also talked to Curwensville Water Authority and they said Mr. Bender had given permission for the lines to be run. We did not do this as the cost for the lines was to great at that time and we believed that the well would be good for awhile longer.

VERIFICATION

I verify that the statements made in this reply are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

Lynn McGee (Defendant/Appellant)

Lynn McGee

Date 2-14-06

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA.

GENE McGEE AND LYNN McGEE
PLAINTIFF/APPELLANT

VS

DISTRICT JUSTICE APPEAL
CASE NO: 2005 - 1598 - CD

KOVA DICKINSON
DEFENDANT/APPELLEE

TO: KOVA DICKINSON
03/28/06

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT OF YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGEMENT MAYBE 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
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA. 16830
(814) 765-2641, EXTENSION 1300

Lynn McGee

SIGNATURE OF PLAINTIFF OR ATTORNEY
249 BLOOMINGTON AVE
CURWENSVILLE. PA. 16833
(814) 236-1868

FILED ^{2cc}
9/12:39 PM *Lynn McGee*
MAR 28 2006 

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA.

GENE MCGEE AND LYNN MCGEE
PLAINTIFF/APPELLANT

DISTRICT JUSTICE APPEAL
CASE NO: 2006 - 1888 - CD

VS

KOVA DICKINSON
DEFENDANT/APPELLEE

TO: KOVA DICKINSON
03128108

IMPORTANT NOTICE
YOU ARE IN DEFAULT BECAUSE YOU FAILED TO ENTER A
WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND
FILE IN WRITING WITH THE COURT OF YOUR DEFENSES OR
OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS
YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE,
A JUDGEMENT MAY BE ENTERED AGAINST YOU WITHOUT A
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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
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830
(814) 766-2641, EXTENSION 1300

SIGNATURE OF PLAINTIFF OR ATTORNEY
249 BLOOMINGTON AVE
CURWENSVILLE, PA 16833
(814) 336-1888

FILED

MAR 28 2006

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

William Shaw

2005-1598-CD

DATE PRESENTED 4-11-06

CASE NUMBER

TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME

Date Complaint

() Jury () Non-Jury

Filed:

(X) Arbitration

_____ days/hours

9/06/05

PLAINTIFF(S)

MS. KORA DICKINSON

()

Check block if a Minor
is a Party to the Case

DEFENDANT(S)

LYNN & GENE Mc GEE

()

ADDITIONAL DEFENDANT(S)

()

FILED

APR 11 2006

012:45/ways
William A. Shaw

Prothonotary/Clerk of Courts

LCENT TO DISCUSS FOR

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

copy to C/A

AMOUNT AT ISSUE

CONSOLIDATION

DATE CONSOLIDATION ORDERED

\$ 2128.85

\$ 2282.35

More than

&

153.50

(X) yes () no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

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

Kora Dickinson

FOR THE PLAINTIFF

814-236-3059

TELEPHONE NUMBER

FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

KOVA DICKINSON

vs.

LYNN AND GENE MCGEE

:
:
: No. 05-1598-CD
:
:

ORDER

NOW, this 30th day of August, 2006, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, October 10, 2006 at 9:00 A.M.** The following have been appointed as Arbitrators:

Paula M. Cherry, Esquire, Chairman

Laurance B. Seaman, Esquire

Michael S. Marshall, Esquire

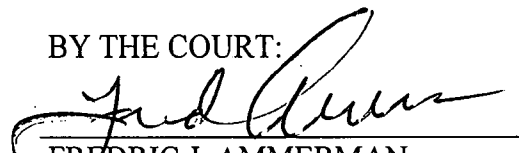
Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial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

Please report to Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA.

FILED

AUG 30 2006
09:45 (w)
William A. Shaw
Prothonotary/Clerk of Courts
6 CENT TO C/A

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Kova Dickinson

vs.

Gene McGee and Lynn McGee

No. 2005-01598-CD

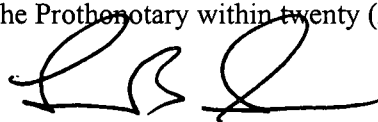
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 10th day of October, 2006, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.


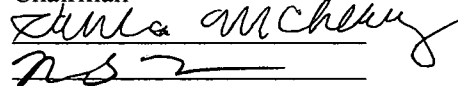
Laurance B. Seaman, Esq.

Paula M. Cherry, Esq.

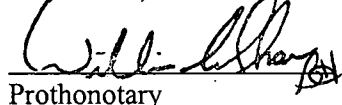
Michael S. Marshall, Esq.



Chairman



Sworn to and subscribed before me this
October 10, 2006


Prothonotary

Notice to
Plff:
8788 Douglas Rd.
Alanta, GA 30310
10/8/06
OCT 10 2006
Notice to Def.:
244 Bloomington Ave.
Crawfordsville, PA 16833
William A. Shaw
Prothonotary/Clerk of Courts

AWARD OF ARBITRATORS

Now, this 10th day of October, 2006, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: in favor of Plaintiff and against Defendants
in the amount of \$2,128.85 plus costs incurred at the
District Justice level in the amount of \$127.74 plus costs
at this level, plus interest at the legal rate of 6%
from 10/28 9/6/05.

Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 10th day of October, 2006, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT


Prothonotary


By _____

Kova Dickinson

Vs.

Gene McGee and Lynn McGee

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2005-01598-CD
:

 **copy**

NOTICE OF AWARD

TO: KOVA DICKINSON

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 10, 2006 and have awarded:

In favor of Plaintiff and against Defendants in the amount of \$2,128.85 plus costs incurred at the District Justice level in the amount of \$127.74, plus costs at this level, plus interest at the legal rate of 6% from 9/6/05.

William A. Shaw

Prothonotary

By 

October 10, 2006

Date


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

Kova Dickinson

Vs.

Gene McGee and Lynn McGee

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2005-01598-CD

 CCNY

NOTICE OF AWARD

TO: GENE and LYNN MCGEE

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 10, 2006, and have awarded:

In favor of Plaintiff and against Defendants in the amount of \$2,128.85 plus costs incurred at the District Justice level in the amount of \$127.74, plus costs at this level, plus interest at the legal rate of 6% from 9/6/05.

William A. Shaw

Prothonotary

By 

October 10, 2006

Date

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

RECEIVED

Kova Dickinson

OCT 03 2006

Oct. 02 2006

No. 05-1598-CD

COURT ADMINISTRATIVE
OFFICE

Regarding the property being discussed. January 2000 I opened a Personal Care Home. State inspected prior to and also after opening. Licensed for 8 residents. When census went to 6 there was insufficient water for cleaning, laundry, and personal bathing so I chose to close, and done so per state requirements.

After closing I advertised the property for sale and that is when the McGees' purchased it. I explained why I closed and I did not think they would have water problems when there were just 4 in the family. The Agreement was signed Oct, 15, 2003. I held the mortgage as their credit rating wasn't the best.

- 1: May 16, 2004 a letter was sent to McGees regarding 2 months payments were past due.
- 2: June 12, 2004 a letter was sent notifying McGees' of defaulting on agreement. Past due again. I told Lynn if they brought payments up to date and kept them there I would allow the agreement to continue.
- 3: August 03, 2004 another letter was sent regarding past due payments.
- 4: Received many cancellation/reinstatement notices from the insurance company.
- 5: January 12, 2005 a letter was sent to McGees' regarding purchase of property. No response.
- 06: February 28, 2005 Notice to Vacate was sent. No payment Jan. or Feb. 2005. Copies of last three months receipts attached.
- 07: March 30, 2005 keys and note were left in the mail box from defendants.
08. April 18, 2005 letter was sent to defendants with amount for back money plus Damages. This was sent after being unable to reach defendant for walk through.
09. As for the wind/siding damage I bought siding, and family members repaired it.
10. As for major repairs. When I was notified of any problems it was repaired. Septic Tank was pumped. Did not fix the problem so I had new lines & system installed.
11. July 06, 2002 I had a new water pump, filter and a water conditioner installed. After defendants moved out I had to have the conditioner serviced because of non use. Both units were on by-pass. Dishwasher, sinks etc. were discolored. Pictures of discoloration.

Kova Dickinson

No. 05-1598-CD

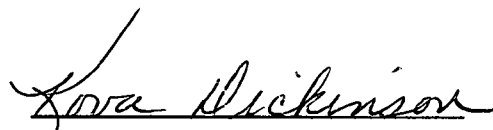
As for repairs to interior of house, I gave the new occupants 2 free months rent to correct all damages and to clean up trash in the back yard. (Picture)

I repaired all that I knew about. If I was not told something needed done, I did not know.

As for the defendants not being able to reach me. They had both my cell phone and home number. If I was out of the area, my home calls were forwarded to my cell phone. I never received any calls from them, the same as I received no answer to my letters.

I have pictures of damages, and have enclosed copies of certified letters I sent the defendants along with the signature receipts.

Thank you all for your time in this matter. All so unnecessary.

A handwritten signature in cursive script that reads "Kova Dickinson". The signature is written in dark ink and is positioned above the typed name and address.

Ms. Kova Dickinson
8788 Douglas Road
Olanta, Pa 16863

Item 01
May 16, 2004

Past Due		
3/15/04	250.00	down payment installment
4/15/04	450.00	payment
5/15/04	450.00	"
	<u>650.65</u>	Real Estate Taxes.
003-	\$1800.65	Total due & payable immediately

This is getting to far in arrears.

Kova Dickinson

[Item 02]

June 12, 2004

Copy

Lynn and Gene McGee:

This is in regards to the past due notice of May 16, 2004 and sales contract on the property.
This account is past due and has to be brought up to date. There has been no response to my notice of May 16, 2004 so I have no alternative.

Arreages have to be brought up to date with the June payment in the amount of \$1600.00 by cash, money order or certified check, which includes past due down payment installment which was due in Mar. 2004.

You have defaulted on this agreement as I have not received copies of Paid 2003 Real Estate Taxes, and Fire Insurance binder as requested.

This account has to be brought up to date in ten (10) days from date received or legal action will taken.

Sincerely,

Kova Dickinson

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">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.		<p>A. Received by (Please Print Clearly) <i>Lynn McGee</i> B. Date of Delivery <i>6-16-04</i></p> <p>C. Signature <i>Kova Dickinson</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
1. Article Addressed to: <i>Lynn & Gene McGee</i> <i>7343 Douglas Rd</i> <i>Olivia Pa 16963</i>		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Copy from service label) <i>7002 0510 0002 9291 8648</i>		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

PS Form 3811, July 1999 Domestic Return Receipt 102585-99-04-1789

Aug 3, 2004

Gym & Gene

This account can not continue
as it has been.

Insurance & monthly payments
has to be brought to current
status & remain there.

Kara Dickinson

Copy

162-64-8982 Lynn

207-62-4557 Gene

to the bank.

Series Employer - First American 583-51

Lynn - Ridgewood Elder Care - 236-0600

Item 23

(Pennsylvania)

**PENNSYLVANIA LAW REQUIRES THAT YOU BE GIVEN A COPY OF THIS NOTICE.
READ IT CAREFULLY.**

INSURANCE COMPANY (Herein called the Company) **Farmers Fire Insurance Company
2875 Eastern Blvd.
York, PA 17402**

NAME AND MAILING ADDRESS OF INSURED **Lynn & Gene McGee
9343 Douglas Road
Olanta, PA 16863**

KIND OF POLICY:	Homeowners
POLICY NO.:	425258
CANCELLATION OR EXPIRATION WILL TAKE EFFECT AT:	
March 2, 2004	12 noon
DATE OF MAILING:	January 29, 2004
ISSUED THROUGH AGENCY OR OFFICE AT:	
Clearfield, PA	(32-095)

(Applicable item marked ☒)

You are hereby notified that the above mentioned policy ☒ is being cancelled ☐ will not be renewed by the Company because the Company has decided it no longer wishes to continue your insurance. **THIS MEANS THAT THE ABOVE MENTIONED POLICY WILL NO LONGER BE IN FORCE ON THE CANCELLATION OR EXPIRATION DATE MENTIONED ABOVE. YOU HAVE, THEREFORE, 30 DAYS FROM THE DATE OF MAILING TO GET NEW COVERAGE IF YOU WANT TO DO SO.**

THE REASON FOR THIS CANCELLATION OR NONRENEWAL IS: New account to company. Does not meet guidelines due to ownership of part husky dog.

If cancellation or nonrenewal is due to nonpayment of premium, you are hereby advised that the amount of premium due is \$ _____ on _____ (Date when due) payable to _____.

If you have already made payment of premium due or will make payment prior to the effective date of this cancellation or nonrenewal, please contact this Company or your Agent or Broker immediately.

YOU HAVE THE RIGHT TO REQUEST THE PENNSYLVANIA INSURANCE COMMISSIONER TO REVIEW THIS ACTION BY THE COMPANY. TO DO THIS, SIGN AND SEND A COPY OF THIS FORM WITHIN TEN DAYS TO THE PENNSYLVANIA INSURANCE COMMISSIONER AT ONE OF THESE OFFICES:

Pennsylvania Insurance Department
1321 Strawberry Square
Harrisburg, PA 17120
Tel.: (717) 787-2317

Pennsylvania Insurance Department
Room 1701 State Office Building
1400 Spring Garden Street
Philadelphia, PA 19130
Tel.: (215) 560-2630

Pennsylvania Insurance Department
Room 304 State Office Building
300 Liberty Avenue
Pittsburgh, PA 15222
Tel.: (412) 565-5020

Pennsylvania Insurance Department
808 Renaissance Center
P.O. Box 6142
Erie, PA 16512
Tel.: (814) 871-4466

I request the Pennsylvania Insurance Commissioner review the cancellation or nonrenewal of this insurance policy.

**IMPORTANT
NOTICE**

(SIGNATURE OF INSURED)

IF YOU HAVE ANY TROUBLE GETTING NEW INSURANCE, ANY INSURANCE AGENT OR BROKER MAY GET FIRE, EXTENDED COVERAGE AND VANDALISM AND MALICIOUS MISCHIEF INSURANCE FOR YOU THROUGH THE PENNSYLVANIA FAIR PLAN OR AUTOMOBILE INSURANCE THROUGH THE PENNSYLVANIA AUTOMOBILE INSURANCE PLAN (WHICH HANDLES ASSIGNED RISKS) IF YOU ARE ELIGIBLE FOR IT.

☐ **Consumer Report:** In compliance with the Fair Credit Reporting Act (Public Law 91-508) and the Consumer Credit Reform

FARMERS MUTUAL OF McCANDLESS TOWNSHIP

10925 PERRY HIGHWAY
WEXFORD, PA 15090-3419

NOTICE OF REINSTATEMENT

KOVA DICKINSON & LAWRENCE ES
R.D.#1, BOX 507
OLANTA PA 16863

Date: 8/24/2004
Policy: 2015340415
Type: HOMEOWNERS

This is to certify that the captioned policy, for which a Notice of Cancellation was mailed on 7/28/2004 for non-payment of premium, is reinstated and is in full force and effect.

The reinstated policy is effective on 8/24/2004 at the standard time specified in your policy.

If your Premium Payment Check is dishonored for any reason, this Notice of Reinstatement is null and void, and its mailing does not rescind the cancellation notice. No second notice of cancellation will be sent. A dishonored check is not a premium payment.

Ronald R. McKinney

Company Manager

MC GEE-GENE E. & LYNN M.
9343 DOUGLAS ROAD
OLANTA PA 16863

Your Agent is:

15 INDEPENDENT ASSOCIATES OF PA
P.O. BOX 250
WEST SUNBURY PA 16061

800-875-1974

MORTGAGEE COPY

FARMERS MUTUAL OF McCANDLESS TOWNSHIP
10925 PERRY HIGHWAY
WEXFORD, PA 15090-3419
724-935-2940 E-MAIL: fmmc@nauticom.net

NOTICE OF CANCELLATION OR REFUSAL TO RENEW

PENNSYLVANIA LAW REQUIRES THAT YOU BE GIVEN A COPY OF THIS NOTICE.
READ IT CAREFULLY.

TE OF MAILING: 07/28/2004

LICY: 2015340415

PE: HOMEOWNERS

ENT: INDEPENDENT ASSOCIATES OF PA

KOVA DICKINSON & LAWRENCE ES
R.D.#1, BOX 507
OLANTA PA 16863

CANCELLATION OR EXPIRATION
WILL TAKE EFFECT ON: **08/29/2004**
AT THE TIME STATED ON
YOUR POLICY DECLARATION.
15 TOTAL AMOUNT DUE: **\$46.00**

INSURED:
GENE E. & LYNN M. MCGEE
ACCT NO:

You are hereby notified that the above mentioned Policy **IS BEING CANCELLED**.
This means that the above mentioned policy will no longer be in force on
the Cancellation or Expiration Date Mentioned above. You have, therefore,
15 Days from the Date of Mailing to get new Coverage if you want to do so.
The Reason for Cancellation or Non-Renewal is:

FOR NON-PAYMENT OF PREMIUM

Cancellation Or Non-Renewal is due to Non-Payment of Premium, you are
hereby advised that the amount due is **\$46.00 on 08/29/2004**. This
includes an Additional Fee of **\$10.00** also due, if Company approves
 reinstatement.

We reserve the right to refuse any Payment.

You have the right to request the Pennsylvania Insurance Commissioner to
review this action by the Company. To do this, sign and send a copy of
this form within Ten days to the Pennsylvania Insurance Commissioner at
one of these offices:

Pennsylvania Ins. Commissioner-Reviews
21 Strawberry Square
Harrisburg, PA 17120
Telephone #: (717) 787-2317

Pennsylvania Ins. Commissioner-Reviews
Room 1701 State Office Building
1400 Spring Garden Street
Philadelphia, PA 19130
Telephone #: (215) 560-2630

Pennsylvania Ins. Commissioner-Reviews
Room 304 State Office Building
10 Liberty Avenue
Harrisburg, PA 15222
Telephone: (412) 565-5020

request that the Pennsylvania Insurance Commissioner review the
cancellation or Non-Renewal of this insurance policy.

(Signature of Insured)

If you have any trouble getting new Insurance, any Insurance Agent or
broker may get Fire, Extended Coverage, Vandalism and Malicious Mischief
Insurance for you through the Pennsylvania Fair Plan.

FARMERS MUTUAL OF MCCANDLESS TOWNSHIP
10925 PERRY HIGHWAY
WEXFORD, PA 15090-3419
724-935-2940 E-MAIL: fmmc@nauticom.net

NOTICE OF CANCELLATION OR REFUSAL TO RENEW
PENNSYLVANIA LAW REQUIRES THAT YOU BE GIVEN A COPY OF THIS NOTICE.
READ IT CAREFULLY.

DATE OF MAILING: 09/30/2004

POLICY: 2015340415

TYPE: HOMEOWNERS

AGENT: INDEPENDENT ASSOCIATES OF PA

15

KOVA DICKINSON & LAWRENCE ES
R.D.#1, BOX 507
OLANTA PA 16863

CANCELLATION OR EXPIRATION
WILL TAKE EFFECT ON: 12/02/2004
AT THE TIME STATED ON
YOUR POLICY DECLARATION.

INSURED:
GENE E. & LYNN M. MCGEE
ACCT NO:

911 Address Change

Kova Dickinson
8788 Douglas Rd
OLANTA Pa. 16863

You are hereby notified that the above mentioned Policy **IS BEING CANCELLED.**
This means that the above mentioned policy will no longer be in force on
the Cancellation or Expiration Date Mentioned above. You have, therefore,
at least 62 Days from the Date of Mailing to get new Coverage if you
want to do so.

The Reason for Cancellation or Non-Renewal is:

**NON COMPLIANCE WITH RECOMMENDATIONS SEE
ATTACHED LETTER**

If Cancellation Or Non-Renewal is due to Non-Payment of Premium, you are
hereby advised that the amount due is on 12/02/2004.

We reserve the right to refuse any Payment.

You have the right to request the Pennsylvania Insurance Commissioner to
review this action by the Company. To do this, sign and send a copy of
this form within Ten days to the Pennsylvania Insurance Commissioner at
one of these offices:

Pennsylvania Ins. Commissioner-Reviews
321 Strawberry Square
Harrisburg, PA 17120
Telephone #: (717) 787-2317

Pennsylvania Ins. Commissioner-Reviews
Room 1701 State Office Building
1400 Spring Garden Street
Philadelphia, PA 19130
Telephone #: (215) 560-2630

Pennsylvania Ins. Commissioner-Reviews
Room 304 State Office Building
10 Liberty Avenue
Pittsburgh, PA 15222
Telephone: (412) 565-5020

We request that the Pennsylvania Insurance Commissioner review the
cancellation or Non-Renewal of this insurance policy.

Kova Dickinson
(Signature of Insured)

If you have any trouble getting new Insurance, any Insurance Agent or
broker may get Fire, Extended Coverage, Vandalism and Malicious Mischief
Insurance for you through the Pennsylvania Fair Plan or
Automobile Insurance through the Pennsylvania Automobile Insurance Plan
if you are eligible for it.

FARMERS MUTUAL OF McCANDLESS TOWNSHIP
10925 PERRY HIGHWAY
WEXFORD, PA 15090-3419
724-935-2940 E-MAIL: fmmc@nauticom.net

NOTICE OF CANCELLATION OR REFUSAL TO RENEW

PENNSYLVANIA LAW REQUIRES THAT YOU BE GIVEN A COPY OF THIS NOTICE.
READ IT CAREFULLY.

DATE OF MAILING: 11/30/2004

POLICY: 2015340415

TYPE: HOMEOWNERS

AGENT: INDEPENDENT ASSOCIATES OF PA

KOVA DICKINSON & LAWRENCE ES

R.D.#1, BOX 507

OLANTA PA 16863

CANCELLATION OR EXPIRATION

WILL TAKE EFFECT ON: **01/01/2005**

AT THE TIME STATED ON

YOUR POLICY DECLARATION.

15 TOTAL AMOUNT DUE: \$298.50

INSURED:

GENE E. & LYNN M. MCGEE

ACCT NO:

You are hereby notified that the above mentioned Policy **IS BEING CANCELLED.**
This means that the above mentioned policy will no longer be in force on
the Cancellation or Expiration Date Mentioned above. You have, therefore,
at least 30 Days from the Date of Mailing to get new Coverage if you
want to do so.

The Reason for Cancellation or Non-Renewal is:

FOR NON-PAYMENT OF PREMIUM

If Cancellation Or Non-Renewal is due to Non-Payment of Premium, you are
hereby advised that the amount due is **\$298.50 on 01/01/2005.** This
includes an Additional Fee of **\$10.00** also due, if Company approves
reinstatement.

We reserve the right to refuse any Payment.

You have the right to request the Pennsylvania Insurance Commissioner to
review this action by the Company. To do this, sign and send a copy of
this form within Ten days to the Pennsylvania Insurance Commissioner at
one of these offices:

Pennsylvania Ins. Commissioner-Reviews
321 Strawberry Square
Harrisburg, PA 17120
Telephone #: (717) 787-2317

Pennsylvania Ins. Commissioner-Reviews
Room 1701 State Office Building
1400 Spring Garden Street
Philadelphia, PA 19130
Telephone #: (215) 560-2630

~~Pennsylvania Ins. Commissioner-Reviews~~
~~Room 304 State Office Building~~
~~100 Liberty Avenue~~
~~Harrisburg, PA 15222~~
~~Telephone: (412) 565-5020~~

We request that the Pennsylvania Insurance Commissioner review the
cancellation or Non-Renewal of this insurance policy.

(Signature of Insured)

If you have any trouble getting new Insurance, any Insurance Agent or
broker may get Fire, Extended Coverage, Vandalism and Malicious Mischief
Insurance for you through the Pennsylvania Fair Plan.

Item 05

Jan 12, 2005

Lynn & Gene.

It has become necessary to sell the house. I will give you until April 30, 2005 to obtain financing.

As of Jan 12, 2005. 2003 Real Estate Taxes have not been paid.

Insurance has been cancelled & re-instituted numerous times.

Total balance on property is \$81,743.12. This is giving you credit for the money you have paid.

I will wait to hear from you regarding your plans regarding this.

DER: 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 that we can return the card to you. Attach this card to the back of the mailpiece, on the front if space permits.

Title Addressed to:

Mr. Lynn McGee
343 Douglas Rd
Atlanta, Ga. 16863

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Lynn McGee

☐ Agent

☐ Address

B. Received by (Printed Name)

C. Date of Delivery

1-18-05

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Title Number

Transfer from service label

7004 1160 0007 4576 0637

Domestic Return Receipt

102596-02-M

Item 06 A

Feb. 28, 2005

Lynn and/or Gene.

Regarding past due payments. Jan 15, 05 and Feb. 15, 05. Amount of \$ 900.00. Due & payable immediately by money order or certified checks.

I've heard nothing from you regarding my letter of Jan. 10, 05.

This letter is notice to vacate the property by April 1, 2005. @ 9343 Douglas Rd.

I will be in touch regarding an inspection week through date.

Back due be sent to.

Mr Kora Dickinson
8788 Douglas Rd

Vacate
Notice.

SENDER: COMPLETE THIS DELIVERY		DELIVERY	
<input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: MR & MRS Gene H. L.		B. Received by (Printed Name) Lynn McGinn	C. Date of Delivery 2-5-05
9343 Douglas Rd. Orlando, Fla. 32806		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number		3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

7003 3110 0000 6513 0769

RECEIPT

DATE 10-11-04 No. 1104431

RECEIVED FROM Lynn Mc Gee \$ 450.00

Four hundred fifty — XX 00 DOLLARS

☐ FOR RENT
☐ FOR

ACCOUNT	851	75
PAYMENT	450	00
BAL. DUE		

☒ CASH
☐ CHECK
☐ MONEY ORDER

FROM _____ TO _____

BY Kora Dickerson 1182

RECEIPT

DATE Nov 19, 04 No. 1104433

RECEIVED FROM Lynn Mc Gee \$ 450.00

Four hundred fifty — XX DOLLARS

☐ FOR RENT
☐ FOR

ACCOUNT		
PAYMENT		
BAL. DUE		

☐ CASH
☐ CHECK
☐ MONEY ORDER

FROM Nov 15-04 Dec 14-04

BY Kora Dickerson 1182

RECEIPT

DATE Dec. 31-04 No. 1104434

RECEIVED FROM Lynn Mc Gee \$ 450.00

Four hundred-fifty — XX DOLLARS

☐ FOR RENT
☐ FOR ck # 306 - Virginia Shaffer - grandmother

ACCOUNT		
PAYMENT	450	00
BAL. DUE		

☐ CASH
☒ CHECK
☐ MONEY ORDER

FROM Dec 15-04 to 1-14-05

BY Kora Dickerson 1182

3-30-05

Koug,
We have moved
out. You have
until April 1 to
get ahold of
the Elec. Company
to put it back in
your name or
they will shut
it off. Send
me a bill for
rent. Here are the
keys. Lynn

Item 08

April 18, 2005

Lynn & Gene

Repair cost - Rent for property 2343 Douglas
Rd - Atlanta Ga.

Siding - Ins deductible	\$ 500.00
Linoleum - Bath & hall	129.00
Globes - Kitchen chandelier	49.95
Ceiling tile - bath	49.95
Workbench - basement	195.00
Bath tub fixtures -	79.95
Rent - 1-15-05 - 4-1-05	1125.00
	<hr/>
	\$ 2128.85

Due immediately upon receipt.
Payable by Money Order or
Certified check - sent to

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.

Article Addressed to:

Lynn & Gene M. Hill
Gen. Del.
Atlanta Ga. 16863

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Lynn & Gene 4-22-05

C. Signature

X Lynn & Gene ☐ Agent ☒ Addressee

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

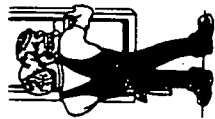
3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number (Copy from service tag)

7002 0510 0002 9291 9720



CERTIFIED BUILDERS WHOLESALE, INC.
1212 Walton Street
Philipsburg, PA 16866
(814) 342-6540 • 800-742-4504
FAX (814) 342-4417
www.certifiedbuilders.net

ORDER

INVOICE NO. 25867 INVOICE DATE 4/19/05

ACCOUNT NO. 0855000

SUP NO. DELIVERY DATE

S O L CASH SALE CUSTOMER
T O
S H LARRY SHIMMEL
I P
T O

SALES PERSON: J.B. COO CHECKER: J.B. COO METHOD OF PAYMENT: SHIMMEL PURCHASE ORDER NO. ORDER REF. NO. DUE DATE

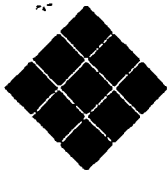
QUANTITIES	ITEM NO.	DESCRIPTION	U/M	UNIT PRICE	AMOUNT
9	HS5DLS	HEARTTECH D75 D-LAP SANDLEWOOD	SO	62.95	566.55
20	HA58JS	5/8" SANDLEWOOD J-CHANNEL 12' 6"	PC	3.09	61.80
7	HA58	ALUMINUM STARTER STRIP	PC	2.99	20.93
2	HA580CS	5/8" SANDLEWOOD OUTSIDE CORNER 10'	PC	11.50	23.00

*Philipsburg PA
4/22/05*

PURCHASER ASSUMES RESPONSIBILITY FOR SIZES, SPECIFICATIONS & QUANTITIES ON ALL ORDERS.

SUB TOTAL	672.28
SALES TAX	40.34
DEPOSIT	0
TOTAL AMOUNT DUE	712.62

NOTE: NO Warranty on DARK BROWN Windows unless specified in writing. All sales take place at 1212 Walton St., Philipsburg, Clearfield County, PA.
NOTE: Products are distributed, sold or installed by Certified Builders Wholesale, Inc. and are purchased by the same from the manufacturer as a proven product. Certified Builders is not responsible for any defect on the products, windows, or screens other than what the manufacturer stipulates. The warranty is (ONE) full year at no charge to the customer for parts or labor. A \$55.00 service charge will be rendered for the first hour and \$25.00 per hour after that plus any parts not covered by the manufacturer. You may not cancel any special order after 3 work days. No other conditions exist for canceling an order, unless a written agreement is signed by both parties. 1. Returns subject to a restocking charge, depending on the product purchased. 2. A 1 1/2% per month service charge is added beginning the first of the month following due date. 3. Attorney's fees of 25% of the outstanding balance plus legal costs will be added for collection fees where we deem it necessary to enforce collection. 4. Vendor liability ceases upon delivery of goods to vendor's loading dock for pick up. 5. On deliveries vendor's liability ceases when goods are unloaded. Vendor reserves right to unload anywhere at destination unless specific directions are given by customer (within reasonable requests). 6. Vendor has the right to attach, garnish or fix lien on any property or joint property including all of the above rules in order to collect any outstanding bills due. Vendor maintains this right at any time after sufficient notice for nonpayment has been issued with a maximum of six months. Vendor maintains this right against contractor or person whether in business or not, no matter what state said party or parties may live in or move to. This agreement, once signed, does hold you liable and waives all bankruptcy rules and regulations. This is a personal guarantee of payment.



Insurance Management Resources L.P.

P.O. Box 83, Harleysville, PA 19438-0083
(800) 924-8876 / Fax: (215) 258-5301
www.insurancemgtresources.com

Item 9. B

April 13, 2005

Kova Dickinson
R.D. #1, Box 507
Olanta, PA 16863

Re: Farmers Claim No.: 4953
IMR Claim No.: MC000258
Insured: Gene & Lynn McGee
Date of Loss: 12/1/04

Dear Ms. Dickinson:

Insurance Management Resource is handling the above claim on behalf of Farmers Mutual Fire Insurance Company of McCandless Township (Farmers Mutual).

We have completed our investigation in the above loss. We are offering as settlement the amount of \$1178.88. A payment in the amount of \$678.88, which is less the policy deductible of \$500.00 will be issued by Farmers Mutual.

If you have any questions or concerns please contact the undersigned at 1-800-924-9876 ext 8423.

Sincerely,

Linda Smith
Claims Specialist
Insurance Management Resources

State law requires us to include the following statement - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

Chris @ Lezzers
236-0238

Proposal

DJM Contracting

953 Shortcut Road
Irvona, PA 16656
814-672-3325

Page # _____ of _____ pages

Proposal Submitted To: <u>Kova</u>		Job Name	Job #
Address		Job Location	
Phone #		Date	Date of Plans
Fax #	Architect		

We hereby submit specifications and estimates for:

15 hrs. Backhoe \$50.00 per hr.
Materials
Labor

\$750.00
112.00
\$280.00
\$1142.00

Total \$1142.00
400
742.00

Penner

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

Dollars

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Sam M. Penner

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date of Acceptance

Signature

Item 11
022197

REMIT TO:

BLOOM

Electric - Heating & Plumbing - Air Conditioning

RD 4 Box 91 • Clearfield PA 16830
Phone (814) 765-3140 • Fax (814) 765-9231
email: bloomshp@csn.net

JOB INVOICE

PHONE 236-3041	DATE OF ORDER 07/06/02
ORDER TAKEN BY KRL	CUSTOMER ORDER NUMBER KOVA

DAY WORK CONTRACT EXTRA

JOB NAME / NUMBER	
JOB LOCATION RD 1 Box 507	
JOB PHONE	STARTING DATE 07/06/02

O: Kova Dickinson
RD 1 Box 507 9343 Douglas Rd.
Olanra, PA 16863

MATERIALS			UNIT PRICE	AMOUNT		
QUANTITY						
1.00	G7GS07422	Goulds 3/4 hp submersible pump 99ji810-2741	603.82	603.82		
3.00	RED WIRENUT	Red wirenut	.28	.84		
1.00	WP CONNECTOR	Water proof connectors	4.99	4.99		
185.00	12-2 ROMEX	12-2 romex wire	.18	33.30		
1.00	CONS200	Consumables 2	2.00	2.00		
TOTAL MATERIALS ▶				644.95		
OTHER CHARGES		AMOUNT	LABOR	HOURS	RATE	AMOUNT
TOTAL OTHER ▶			TOTAL LABOR ▶			174.25
DESCRIPTION OF WORK						

Supply and installation of new submersible water pump.

Ad. \$700.00 CK# 1216 - aug 3-02

TERMS NET 30 DAYS 2% INTEREST	REMIT PAYMENT TO: P.O. BOX 93 GRAMPIAN, PA 16838	DATE COMPLETED 07/06/02	TOTAL MATERIALS 644.95
WORK ORDERED BY			TOTAL OTHER 174.25
AUTHORIZED SIGNATURE			TOTAL LABOR 38.70
I hereby acknowledge the satisfactory completion of the above described work.			TAX
			TOTAL 857.90

No. 05-1598-CD
Court Adm.

Came to
Proth.-

Not ours!!