

05-1996-CD
Mark Maines vs Andrew Reigle

Mark Maines vs Andrew Reigle
2005-1996-CD

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

MARK A. MAINES, SR.

Plaintiff

vs.

ANDREW C. REIGLE,

Defendant

No. 05-1996-CD

Type of Pleading: Complaint

Filed on behalf of: Mark A. Maines, Sr.
Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE

Attorney at Law

Supreme Court No. 42519

900 Beaver Drive

DuBois, Pennsylvania 15801

(814) 375-0300

Dated: December 22, 2005

FILED 2cc
01/31/5/01 Atty
DEC 22 2005
William A. Shaw
Prothonotary/Clerk of Courts
85.00

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

MARK A. MAINES, SR.	:	
	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
ANDREW C. REIGLE,	:	
	:	
Defendant	:	

NOTICE

TO DEFENDANT:

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

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

Office of the Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 (ext. 5982)

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

MARK A. MAINES, SR.

Plaintiff

vs.

No.

ANDREW C. REIGLE,

Defendant

COMPLAINT

NOW, comes the Plaintiff, Mark A. Maines, Sr., by and through his attorneys, Hopkins Heltzel LLP, and files the within Complaint and in support thereof says as follows:

1. Plaintiff, is Mark A. Maines, Sr. who maintains a principal residence at 283 Woodward Road, Penfield, Clearfield County, Pennsylvania 15849.
2. Defendant, Andrew C. Reigle is an adult individual who resides at 15195 Bennetts Valley Highway, Huston Township, Clearfield County, Pennsylvania.
3. The property at issue in this action is 15195 Bennetts Valley Highway located in Huston Township, Clearfield County, Pennsylvania.
4. On or about September 11, 2001, Plaintiff and Defendant entered into an Installment Land Contract in which Plaintiff agreed to sell Defendant real property and improvements described in the Office of the Recorder of Deeds of Clearfield County in Volume 1892, at pages 553 and 557. The property is also known as 15195 Bennetts Valley Highway, Penfield, Pennsylvania. A photocopy of the Installment Land Contract is attached hereto as Exhibit "A" and incorporated as if set forth at length herein.

5. The Installment Land Contract (hereinafter "Contract") requires Defendant to pay \$425.00 per month to Plaintiff.

6. The Contract further obligates Defendant to pay Plaintiff's attorney's fees in the event of a default.

7. Defendant has failed to make the August 2005, September 2005, October 2005 and November 2005 payment totaling \$1,700.00 and is in default of the terms of the contract.

8. Pursuant to applicable Pennsylvania Statutes, on August 24, 2005, and again on November 14, 2005, Plaintiff gave Defendant notice of intent to terminate the Contract. A photocopy of the notices are attached hereto as Exhibit "B" and incorporated as if set forth at length herein.

9. The Contract provides a default in the event of a payment of principal interest or taxes that is not paid within thirty (30) days of when the payment is due.

WHEREFORE, Plaintiff prays this Honorable Court grant judgment against Defendant, Andrew C. Reigle, and in favor of Plaintiff in the amount of \$1,700.00 plus additional money in the event Defendant resides in Plaintiff's home after November 30, 2005, plus attorney's fees, costs, post judgment interest and such other and further relief as the Court deems fair, just and equitable.

COUNT II


10. Plaintiff repeats the allegations in Count I of his Complaint as if set forth at length herein.

11. Plaintiff is entitled to an Order of Possession as a result of Defendant's breach of the contract.

WHEREFORE, Plaintiff prays this Honorable Court grant judgment ejecting Defendant, Andrew C. Reigel, from 15195 Bennetts Valley Highway, Huston Township, Clearfield County, Pennsylvania and granting possession of same to Plaintiff together with attorney's fees, costs and such other and further relief as the Court deems fair, just and equitable.

Respectfully submitted,

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
Attorney for Plaintiff

INSTALLMENT LAND CONTRACT

THIS AGREEMENT, made this 11th day of September, 2001, by and between Mark Maines, single, whose address is RR# 1, Box 135 - 1A, Penfield, Pennsylvania 15849, hereinafter referred to as the "Seller",

A

N

D

Andrew C. Reigle II, single, whose address is RR# 1, Box 364 K, Weedville, Pennsylvania 15868, hereinafter referred to as the "Buyer".

WITNESSETH:

Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase, subject to the performance by Buyer of all the covenants, provisions, and conditions hereinafter set forth, all that certain real property situate in the Township of Huston, County of Clearfield and Commonwealth of Pennsylvania, and described in Deed Book 1892 @ 553 and Deed Book 1892 @ 557. See Exhibit "A".

This Agreement shall be subject to the following terms and conditions:

- 1) **Purchase Price.** The purchase price shall be Thirty Eight Thousand (\$38,000.00) Dollars, payable and allocated as set forth on Exhibit "B" attached hereto and made a part hereof. Buyer may prepay the amount due Seller at any time without penalty.

2) **Closing Date.** Execution of the within Agreement shall be held on or before October 1, 2001 (The closing date). Real Estate Taxes fees shall be prorated on a fiscal year basis as of the closing date.

3) **Possession.** Possession of the premises shall be delivered to the Buyer on date of closing.

4) **Utilities.** Buyer shall then be responsible for and shall pay for all utilities consumed on the premises during the term of this Agreement.

5) **Fire Insurance.** During the term of this Agreement, Buyer shall maintain fire insurance and extended insurance coverage from a company authorized to issue such insurance within the Commonwealth of Pennsylvania, upon the premises in an amount not less than Thirty Eight Thousand (\$38,000.00) Dollars, with proof of said coverage being provided to the seller at the date of closing. Seller shall be named as an additional insured on the policy. The parties hereto agree and understand that in the event the property is destroyed by fire or other casualty, Seller shall be paid the amount outstanding under the Note.

6) **Liability Insurance.** During the term of this Agreement, Buyer shall carry and maintain liability insurance in the minimum amount of \$100,000.00/\$300,000.00 upon the subject premises and, in addition thereto, does hereby agree to indemnify and save harmless the Seller from any and all actions, causes of action, claims, demands, judgments and/or obligations that may arise from the occupancy, ownership or maintenance of the subject premises and the personalty as contained therein, with proof of said liability insurance being provided by the Buyer to the Seller at the date of closing. Seller shall be named an as additional insured on the policy.

7) **Repairs.** During the term of this Agreement, Buyer shall keep and maintain the premises and personal property in good repair and shall make all necessary repairs to the real and personal property, both major and minor; it being the intent of the parties that the Buyer shall be responsible for all repairs, structural renovations and maintenance to the property as covered under this agreement. Buyer shall make all necessary repairs to the building as located upon the real property within sixty (60) days after notice that the subject premises is in violation of the law, ordinance or regulation of any governmental body, agency or department of the Commonwealth of Pennsylvania, County of Clearfield, or Township of Huston; and further, Buyer shall make repairs within sixty (60) days after notice by the Seller of any condition that creates a danger to any occupant of the subject premises, to the public, or to the premises. Buyer hereby agrees to maintain the property in substantially the same condition as it is at the time of the execution of this Agreement.

8) **Improvements.** Subject to the terms and conditions as contained herein, Buyer may make minor repairs and cosmetic alterations, or improvements, to the real property, including but not limited to painting, papering, minor plumbing and replacement of fixtures, but in the event of any major improvement such as the alteration or renovation of the structure, including but not limited to structural changes and additions, Buyer must require and obtain the express written consent of the Seller before proceeding to take any action on such major alteration, renovation, or improvements.

9) **Real Estate Taxes.** During the term of this Agreement, Buyer shall pay all real estate taxes as levied on the real property. Said real estate taxes shall be included in the monthly payment set forth on Exhibit "B". Seller shall furnish Buyer proof of payment of county and

township real estate taxes on or before July 1st of each year. Seller shall furnish Buyer proof of payment of school real estate taxes on or before October 1st of each year. Buyer shall be entitled to claim deductions for real estate taxes paid hereunder for income tax purposes.

10) **Assessments.** During the term of this Agreement, Buyer shall pay all municipal assessments made and levied against the subject premises.

11) **Liens and Encumbrances.** Seller warrants the property is free and clear of all liens, defects and encumbrances, subject to all exceptions, reservations and conditions as contained in prior deeds of conveyance.

12) **Condemnation.** In the event that any municipal or other corporate body shall acquire the subject premises through the exercise of the power of eminent domain, in whole or in part, Buyer shall be considered as the owners of the subject premises and entitled to receipt of the proceeds from such condemnation and Seller shall have only an interest in said proceeds to the extent of the unpaid balance of the purchase price; it being understood, however, that neither Buyer nor Seller shall settle any claim for damages without consent of the other party and that the Buyer must be current in his obligations under this Article of Agreement for this provision to apply.

13) **Right to Enter.** During the term of this within Agreement, Seller, or Seller's authorized agent, shall have the right to enter the subject premises for the purpose of inspection to determine whether Buyer has complied with the terms of this Agreement; said inspections are to be made at reasonable hours and upon the giving of a twenty-four hour notice.

14) **Additions to Principal.** Seller shall, upon the default of the Buyer in the payment of any obligations for taxes, insurance, municipal assessments, property owner assessments, or

utilities, in addition to the other rights herein contained, have the right or option to make said payments on behalf of the Buyer and shall add the amount of any such payments to the outstanding principal balance.

15) **Destruction.** If, during the term of this Agreement the subject premises shall be destroyed in whole or in part by fire or other means, Buyer shall not be relieved of the obligation for payments provided for herein except to the extent of funds received by Seller from any insurance carrier or third party tortfeasor.

16) **Deed.** Upon the payment in full of the purchase price by the Buyer to Seller, Seller shall convey the subject premises as herein described in fee simple, free and clear of all liens and encumbrances, to the Buyer, with special warranty.

17) **Quit Claim Deed.** Buyer shall execute a quit claim deed on the closing date in favor of Seller which shall be held in trust by David J. Hopkins, Esquire to be recorded in the event of default by Buyer.

18) **Transfer Tax.** All transfer taxes upon the within referred to conveyance shall be paid equally by Buyers and Sellers. In the event that Sellers do not remit Sellers' share of the transfer taxes to Buyers at the time of Recording, Buyer shall have the right to deduct Sellers share from any balance due and owing to the Sellers under this Agreement or Buyers shall have the right to withhold sufficient payments at the end of the term to cover the Sellers' share of the transfer tax due when the deed is to be recorded. Buyer shall pay to record the deed.

19) **Default.** In the event of a default in payment of any sum of principal, interest, taxes or assessment herein agreed to be paid, for a period of thirty (30) days after the same shall become due and payable, or in the event of a default in the performance of any other term or

condition of this Agreement, then Seller shall give written notice of said default and Buyer shall have thirty (30) days to cure said default. If said default is not cured by Buyer within thirty (30) days after Buyer's receipt of written notice advising Buyer of the default, the whole of the unpaid principal sum shall forthwith become due and payable and Seller shall have the option of either:

- (a) Retaining all monies theretofore paid as liquidated damages and recover possession of the premises including all improvements made by the Buyer thereon. To this end, Buyer hereby authorizes and empowers any attorney of any Court of record to appear for them in an amicable action of ejectment for the subject premises and to enter a judgment against them and in favor of the Seller for said premises with writ of execution for the costs and attorney's commission or fees of five (5%) percent of the purchase price; or
- (b) Enter judgment for the unpaid balance of the purchase price, together with interest costs and attorney's commission. To this end, Buyer hereby authorized and empowers any attorney of any Court of record to appear for her and to confess judgment against her, upon declaration filed, for the unpaid principal sum, together with interest and costs and attorney's commission of five (5%) percent of the purchase price; hereby waiving all the rights of condemnation is hereby agreed to as far as the land herein described and any property or buildings thereon may be concerned;
- (c) Buyer further authorizes Buyer's eviction through use of the Landlord Tenant division of the District Magistrate and waives any claim to venue in a different Court. Buyer hereby waives the right to receive a Notice to Quit following

default;

- (d) All remedies contained in this Agreement shall be cumulative and concurrent. If Seller shall pursue any remedy, it shall not be deemed to be a waiver of the right to seek any other remedy that may exist.

20) **Warranty of Title.** Seller warrants that it shall take no further action which will constitute a lien or encumbrance against the premises in question provided Buyer is not in default. The premises are secured by mortgage to Deposit Bank that Seller shall continue to pay upon.

21) **Leases.** Subject to the terms, conditions and restrictions contained herein, Buyer shall not lease, let, sublet or otherwise surrender possession to any other person of the subject premises in whole or in part, without the prior written consent of Seller.

22) **Strict Performance.** Failure of Seller to insist on strict performance by Buyer of any of the terms of this Agreement shall not be construed as a waiver, release or relinquishment thereof.

23) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and shall extend to and be binding upon their heirs, executors, and administrators.

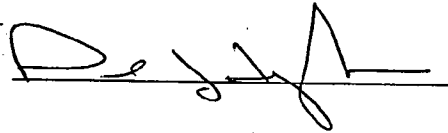
24) **Assignment.** This Agreement is not assignable by the Buyers without the express written consent of the Sellers.

25) **As Is.** The property is sold by Seller and purchased by Buyer in its "as is" condition. No covenants, warranties or representations are given by Seller.

26) **Legal Representation.** The Hopkins Law Firm has represented Seller only and has provided Buyer with no legal advice.

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

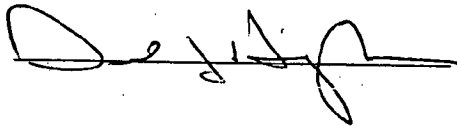
Witness:



Seller:

Mark Maires {Seal}

Buyer:



Andrew C Peigle II {Seal}

Commonwealth of Pennsylvania

)

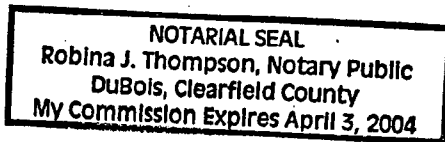
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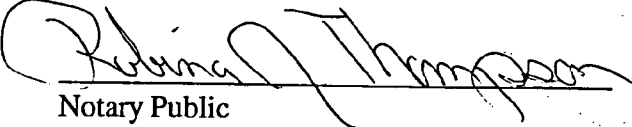
County of Clearfield

)

On this, the 11th day of September, 2001, before me, the undersigned officer, personally appeared Andrew Charles Reigle II known to me (or satisfactorily proven) to be the person whose names is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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




Notary Public

My Commission Expires:

Commonwealth of Pennsylvania

)

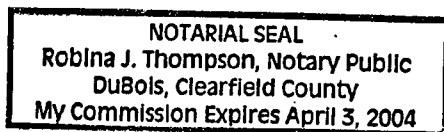
:ss:

County of Clearfield

)

On this, the 11th day of September 2001, before me, the undersigned officer, personally appeared Mark Maines, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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




Notary Public

My Commission Expires:

EXHIBIT A

ALL that certain piece, parcel or lot of land, situate, lying and being in Huston Township, Clearfield County, Pennsylvania being an easterly portion of a three (3) acre parcel of land, being more particularly bounded and described as follows, to wit:

BEGINNING at a point on the northerly right of way of State Route 255, at the intersection of the westerly line of lands now or formerly of Phoebe R. Tyler; thence westerly along the northerly right of way of State Route 255, a distance of one hundred eighty (180) feet, more or less, to a point, said point being twenty-eight (28) feet East of a projection of the east side of a masonry garage; thence northerly along a line parallel with the easterly line of said three (3) acre parcel, a distance of three hundred eighty (380) feet more or less, to a point on the northerly line of said three (3) acre parcel also being the southerly line of land now or formerly of Phoebe R. Tyler; thence easterly along said northerly line, one hundred eighty (180) feet, more or less, to a point on the easterly line of said three (3) acre parcel; thence southerly along the westerly line of lands now or formerly of Phoebe R. Tyler, a distance of three hundred eighty (380) feet, more or less, to the place of beginning.

CONTAINING approximately 1.6 acres, more or less.

UNDER AND SUBJECT to exceptions and reservations as contained in prior deeds of record.

BEING the same premises conveyed to Mark Maines and Kim A. Maines by Deed of Mary T. Overturf a/k/a Mary T. Burke dated January 8, 1996 and recorded in the Clearfield County Recorder of Deeds Office in Deed and Record Book 1731, Page 369.

EXHIBIT A

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

BEING the westerly portion of a three (3) acre parcel: BEGINNING at a point on the northerly right of way of State Route 255, at a point 28 feet east of a projection of the east side of a masonry garage;

Thence, westerly along the northerly right of way of State Route 255, a distance of 159 feet, more or less, to a point at the easterly line of lands now or formerly of S. R. Kooker, et ux;

Thence, northlery along the easterly line of lands now or formerly of S.R. Kooker, et ux., a distance of 380 feet, more or less, to the southerly line of lands now or formerly of Phoebe R. Tyler;

Thence, easterly along said southerly line of Phoebe R. Tyler, a distance of 159 feet, more or less, to a point, being the northwesterly corner of a parcel conveyed to Ronald R. Swasnick and Susan M. Swasnick from Marlin N. Hoffer, et ux;

Thence southerly along said Swasnick's westerly line, a distance of 380 feet, more or less, to the northerly right of way line of State Route 255, and the place of beginning.

CONTAINING 1.4 acres, more or less.

BEING the same premises conveyed to Mark A. Maines and Kim A. Maines by Deed of Michael Maines dated January 26, 1996 and recorded in the Clearfield County Recorder's Office in Deed and Record Book 1734, Page 143.

EXHIBIT "B"

SALE PRICE	\$38,000.00
PAYMENT @ CLOSING	\$3,800.00
AMOUNT FINANCED	\$34,200.00
INTEREST RATE	7.50%
MONTHLY AMORTIZED PAYMENT - MONTHS 1 - 12	\$325.00
MONTHLY AMORTIZED PAYMENT - AFTER MONTH 12	\$425.00
FIRST PAYMENT DATE	OCTOBER 15, 2001

- 3900 -
5100

9000

12800

Mark A. Maines Sr.

283 Woodward Road
Penfield, Pa. 15849

August 24, 2005

Andy C. Reigle III
15195 Bennetts Valley Highway
Penfield, Pa. 15849

RE: Notice of intention to file
Ejectment pursuant to
Terms of sale

Dear Andy,

This letter is in response to the agreement of sale you have entered into with me covering premises situated in Huston Township, Clearfield County Pennsylvania, whereby you agreed to purchase the properties in question for the sum of \$38,000.00 from which you deposited the sum of \$3,800.00 and have agreed to amortize the balance over a period of 10 years with interest at 7.5% and monthly payments of \$425.00. In addition you have agreed to pay the real estate taxes assessed against the subject properties.

You are in default of the terms and conditions of said agreement as follows:

Monthly payments for the month of August, in the sum of \$425.00 plus cost for check number 165 which was returned to me for insufficient funds on August 18th 2005 causing my bank to charge my account leaving me with a negative balance of \$152.93.

You may cure this default within 30 days of the date of this letter by paying the amount of \$577.93 plus interest thereon, plus any additional monthly payments and Taxes and any other payment that may fall due during this period. SUCH PAYMENTS SHALL BE MADE EITHER BY CASHIERS CHECK, CERTIFIED CHECK, CASH, OR MONEY ORDER MADE payable to Mark A. Maines Sr.

If you do not cure the default within thirty (30) days, I intend to exercise my right to accelerate the payments due under the Agreement Of Sale. This means that whatever is owing on the original amount owing will be considered due immediately, and you may lose the chance to pay off the original amount in monthly installments. If full payment of the amount of default is not made within thirty days, I also intend to instruct my attorney to commence a lawsuit to eject you from the property.

EXHIBIT "B"

If the mortgage is foreclosed, your mortgaged property will be sold by the sheriff to pay off the mortgage debt.

If I refer your case to my attorney, but you cure the default before he begins legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$100.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees, even if they are over \$100.00. Any attorney's fees will be added to whatever you owe me, which may also include my reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

I may also sue you personally for the unpaid principal balance and all other sums under the Agreement Of Sale.

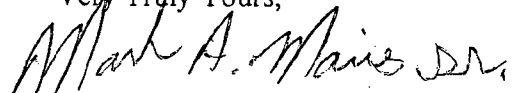
Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling me at the following number: 814-590-4282. This payment must be in cash, cashiers check, certified check or money order and made payable to me at the address stated above.

You should realize that ejectment proceedings will end your ownership of the property and your right to remain in it.

You have additional rights to help protect your interests in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE AGREEMENT OF SALE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE EJECTMENT; AND THAT THE OTHER REQUIREMENTS UNDER THE AGREEMENT OF SALE ARE SATISFIED) CONTACT ME TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the Agreement Of Sale will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Very Truly Yours,


Mark A. Maines Sr.

HOPKINS HELTZEL LLP

900 Beaver Drive • DuBois, PA 15801

David J. Hopkins
Licensed in PA & NJ
Masters in Taxation

Lea Ann Heltzel
Licensed in PA

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hopkinslaw@adelphia.net

November 14, 2005

Certified Mail – Return Receipt Requested

Mr. Andrew C. Reigle
15195 Bennetts Valley Highway
Penfield, PA 15849

Dear Mr. Reigle:

This office represents Mark A. Maines, Sr. who has turned your account over to me for resolution.

At this time, you have failed to pay the August 2005, September 2005, October 2005 and November 2005 payment for property as set forth in an Installment Land Contract dated September 11, 2001.

Please accept this correspondence as notification that you are in default under the terms of the Contract. Pursuant to Section 19 of the Contract, this notice is being given to you and you have thirty (30) days to cure the default. Please further be advised that if the default is not cured within thirty (30) days, then the whole unpaid principal shall become due. If you do not pay the whole unpaid principal, eviction proceedings will begin.

Should you have any questions, please feel free to contact me.

Very truly yours,



David J. Hopkins
Attorney at Law

DJH/bjr

cc: Mark A. Maines, Sr.
Thomas G. G. Coppola, Esquire

VERIFICATION

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


Mark A. Maines, Sr.

Date 11-19-05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101112
NO: 05-1996-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: MARK A. MAINES, SR.
vs.
DEFENDANT: ANDREW C. REIGLE

SHERIFF RETURN

NOW, January 16, 2006 AT 9:25 AM SERVED THE WITHIN COMPLAINT ON ANDREW C. REIGLE DEFENDANT AT MEETING PLACE: SHEETZ, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANDREW C. REIGLE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HOPKINS	16081	10.00
SHERIFF HAWKINS	HOPKINS	16074	34.61

FILED

9/3:18cm
MAR 15 2006

Sworn to Before Me This

_____ Day of _____ 2006

William A. Shaw
Prothonotary
So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

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

MARK A. MAINES, SR.,
Plaintiff

vs.

ANDREW C. REIGLE,
Defendant

No. 2005-1996 CD

Type of Pleading: Praecepto to
Discontinue

Filed on behalf of: Mark A. Maines, Sr.,
Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Supreme Court No. 83998

CARL J. ZWICK, ESQUIRE
Supreme Court No. 306554

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED NoCC

01/31/2013
APR 04 2013

William A. Shaw
Prothonotary/Clerk of Courts

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

MARK A. MAINES, SR.,
Plaintiff

vs.

ANDREW C. REIGLE,
Defendant

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No. 2005-1996 CD

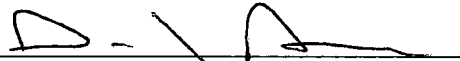
PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above-captioned civil action settled and discontinued.

HOPKINS HELTZEL LLP

BY:



David J. Hopkins, Esquire
Attorney for Plaintiff
Supreme Court No. 42519
100 Meadow Lane, Suite 5
DuBois, PA 15801
(814) 375-0300