



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

**BLACK'S HOME SALES, INC.,**

**Plaintiff**

**vs.**

**LESLIE A. BENDER and  
JANET A. BENDER,**

**Defendants**

\*  
\*  
\*  
\*  
\*  
\*

**No.** 06-93-CD

**Code: Complaint**

**Filed on behalf of:  
Black's Home Sales, Inc., Plaintiff**

**Attorney for the Plaintiff:  
George S. Test, Jr., Esquire  
Moshannon Bldg., Room 311  
203 North Front Street  
P. O. Box 706  
Philipsburg, PA 16866-0706  
(814) 342-4640**

**PA I.D. #15915**

**GEORGE S. TEST  
ATTORNEY-AT-LAW  
PHILIPSBURG, PA**

**FILED** <sup>rec</sup>  
m10:55:21 Shft  
JAN 20 2006 Atty pd.  
William A. Shaw (S) 85.00  
Prothonotary/Clerk of Courts

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

**BLACK'S HOME SALES, INC.,**

**Plaintiff**

**vs.**

**LESLIE A. BENDER and  
JANET A. BENDER,**

**Defendants**

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**No.** \_\_\_\_\_

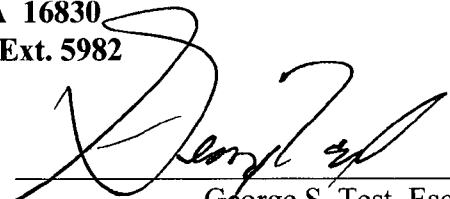
**NOTICE**

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

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

**Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982**

**GEORGE S. TEST  
ATTORNEY-AT-LAW  
PHILIPSBURG, PA**

  
George S. Test, Esquire

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

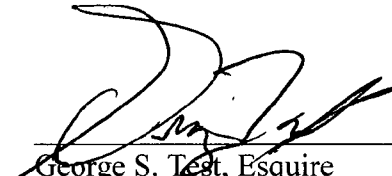
BLACK'S HOME SALES, INC.,	*	
Plaintiff	*	No. _____
vs.	*	
	*	
LESLIE A. BENDER and	*	
JANET A. BENDER,	*	
Defendants	*	

COMPLAINT

1. The Plaintiff is Black's Home Sales, Inc., a Pennsylvania Corporation with an office at 3750 Walton Street, Osceola Mills, Pennsylvania 16666.
2. The Defendants are Leslie A. and Janet A. Bender, husband and wife, who reside at 707 Park Avenue, Clearfield, Pennsylvania 16830.
3. The Plaintiff is engaged in the business of selling manufactured homes.
4. The Defendants entered into a contract dated May 13, 2005 to purchase an Astro Home from the Plaintiff. A true and correct copy of said contract is attached hereto and made a part hereof as Exhibit A.
5. The Plaintiff has fulfilled its contractual obligation to the Defendants and delivered the aforesaid manufactured home to Defendants.
6. Curwensville State Bank, who financed Defendants' purchase has issued the final payment of \$5,001.30 payable to Defendants and Plaintiff, to Defendants.

7. Despite promising to do so, Defendants have failed to endorse and deliver the final payment to Plaintiff.

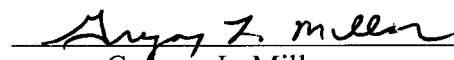
WHEREFORE, Plaintiff requests judgment for Plaintiff and against Defendants in the amount of \$5,001.30 plus costs of suit.

  
\_\_\_\_\_  
George S. Test, Esquire  
Attorney for the Plaintiff

**VERIFICATION**

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

Date: 1-3-06

  
\_\_\_\_\_  
Gregory L. Miller

# BLACK'S HOME SALES, INC.

Corporate Office  
745 Old Route 22

DUNCANSVILLE, PENNSYLVANIA 16635  
1-800-773-2835

## PURCHASE AGREEMENT

IN THIS CONTRACT, "BUYER" REFERS TO THE PERSON(S) WHO'S NAME APPEARS BELOW.

"SELLER" REFERS TO BLACK'S HOME SALES, INC.

SUBJECT TO THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS PURCHASE AGREEMENT, SELLER AGREES TO SELL AND BUYER AGREES TO PURCHASE THE FOLLOWING "UNIT" WHICH MEANS THE MOBILE/MANUFACTURED HOME AND ANY ITEM OR ANY COMBINATION OF ITEMS DESCRIBED.

BUYER(S)	Les & Jan Bender		PHONE	765-1353	DATE	5-13-05
ADDRESS	703 Milford St. Clearfield PA 16830		SALESPERSON	Ralph		
DELIVERY ADDRESS	707 Park Ave Clearfield 16830		YEAR	2005	BEDROOMS	3
MAKE & MODEL	Astro Eastland 3A110AB		FLOOR SIZE	56	HITCH SIZE	W28
SERIAL NUMBER			PROPOSED DELIVERY DATE			
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED			STOCK NUMBER			
			KEY NUMBERS			

### OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Full Basement | <input type="checkbox"/> Gas Range              | <input type="checkbox"/> Drywall         |
| <input type="checkbox"/> Craw Space               | <input checked="" type="checkbox"/> Elec. Range | <input type="checkbox"/> Perimeter Frame |
| <input type="checkbox"/> Part                     | <input type="checkbox"/> Gas Furnace            | <input type="checkbox"/> Roof            |
| <input type="checkbox"/> Piers                    | <input checked="" type="checkbox"/> Oil Furnace | 5/12, 7/12, 9/12, 12/12                  |
| <input type="checkbox"/> Vapor Barrier            | <input type="checkbox"/> Electric Furnace       | <input type="checkbox"/> Heat Tape       |
| <input type="checkbox"/> Skirting Color           | <input type="checkbox"/> Tie Downs              |  |
| <input type="checkbox"/> Air Conditioning         | <input type="checkbox"/> Oil Tank               |  |

DEPOSITS ARE NONREFUNDABLE UNLESS BUYER CANNOT OBTAIN FINANCING OR SELLER CANNOT OBTAIN FINANCING FOR BUYER.

- ☐ Buyer is paying cash for home.  
50% paid to Seller within 10 Business Days of date of this contract and Balance Due upon delivery.
- ☐ Buyer has 10 Business Days to provide Seller with Letter Of Commitment from financial institution
- ☐ 10% Paid to Seller for Deposit on Display Home or Ordered Home.  
80% Paid to Seller upon Delivery of Home. 10% Paid to Seller upon Completion of Trim Out of Home.
- ☐ Seller Requires Payment of 10% of Purchase Price from 30 Days of date of this contract.

### OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

Blacks to set on  
Buyers Foundation

10% 80% 10%

BALANCE CARRIED TO OPTIONAL EQUIPMENT

IF ADDITIONAL EQUIPMENT OR LABOR IS NEEDED FOR DELIVERY OR PLACEMENT OF HOME ON CUSTOMER'S SITE, CUSTOMER IS RESPONSIBLE FOR ALL COSTS.

DESCRIPTION OF TRADE-IN	YEAR	SIZE
MAKE		BEDROOMS
TITLE NO.		COLOR
AMOUNT OWING TO WHOM		

- ☐ BUYER ☐ SELLER WILL PAY THE DEBT OWED ON THE TRADE-IN.

**NOTICE: THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

THE UNDERSIGNED AGREE THAT ANY CONTROVERSY OR CLAIM BETWEEN THEM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR BREACH THEREOF, SHALL BE SETTLED EXCLUSIVELY BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES THEN IN FORCE OF THE AMERICAN ARBITRATION ASSOCIATION. THE DECISION RENDERED BY THE ARBITRATOR(S) SHALL BE A FINAL AND BINDING RESOLUTION OF THE CONTROVERSY OR CLAIM, WHICH MAY BE ENTERED AS A JUDGEMENT IN ANY COURT HAVING JURISDICTION THEREOF. NEITHER PARTY SHALL SUE THE OTHER WHERE THE BASIS OF THE SUIT IS THIS CONTRACT, OR BREACH THEREOF, UNLESS THE SUIT CONCERNS THE ENFORCEMENT OF THE DECISION RENDERED BY THE ARBITRATOR(S).

### ACKNOWLEDGEMENT OF ARBITRATION:

I UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT, I UNDERSTAND THAT I WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD I AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

### BASE PRICE OF UNIT

### OPTIONAL EQUIPMENT

SUB-TOTAL	\$	\$50,013.00
NON-TAXABLE ITEMS	\$	100.00
VARIOUS FEES AND INSURANCE	\$	50.00
1. CASH PURCHASE PRICE	\$	\$50,163.00
TRADE-IN ALLOWANCE	\$	
LESS BAL. DUE on above	\$	
NET ALLOWANCE	\$	
CASH DOWN PAYMENT	\$	\$50,163.00
CASH AS AGREED (SEE REMARKS)	\$	
2. LESS TOTAL CREDITS	\$	
SUB-TOTAL	\$	\$45,161.70
3. Unpaid Balance of Cash Sale Price	\$	\$45,161.70

PENNSYLVANIA USE TAX HAS BEEN PAID ON THIS HOME BY THE SELLER, AS REQUIRED BY ACT 23 OF 2000.

### REMARKS:

KEYS to home will not be turned over to Buyer(s) until all money due Seller is PAID IN FULL.  
NOTE: Axles and tires have already been discounted from selling price and are returned to Seller for recycling.  
It is Buyer's responsibility to order blocks.  
Price includes Delivery and Set-Up at Buyer's location and prepared to Seller's specifications. We will hook up water and sewer (DOES NOT APPLY TO MODULAR HOMES) ONLY if they are available on site at the date of delivery. We DO NOT hook up gas or electric.

ALL OF THE PROVISIONS ON BACK OF THIS CONTRACT ARE A PART OF THIS CONTRACT.

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

**BLACK'S HOME SALES, INC.,**

**Plaintiff**

**vs.**

**LESLIE A. BENDER and  
JANET A. BENDER,**

**Defendants**

\*  
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\*  
\*  
\*  
\*

**No. 2006-00093-CD**

**Praecepte to Discontinue**

**Filed on behalf of:  
Black's Home Sales, Inc., Plaintiff**

**Attorney for the Plaintiff:  
George S. Test, Jr., Esquire  
Moshannon Bldg., Room 311  
203 North Front Street  
P. O. Box 706  
Philipsburg, PA 16866-0706  
(814) 342-4640**

**PA I.D. #15915**

**GEORGE S. TEST  
ATTORNEY-AT-LAW  
PHILIPSBURG, PA**

**FILED**

m 11:52 am

FEB 06 2006

no cc

cert of disc issued

to Atty Test

& copy to C/A

**William A. Shaw  
Prothonotary**

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

BLACK'S HOME SALES, INC.,

Plaintiff

vs.

LESLIE A. BENDER and  
JANET A. BENDER,

Defendants

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No. 2006-00093-CD

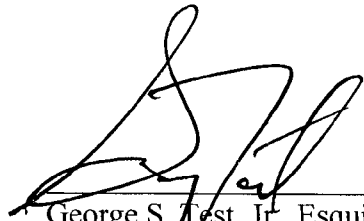
Praeceptum to Discontinue

PRAECEPTUM

TO THE PROTHONOTARY:

Please "discontinue" the above captioned action.

Date: 2-3-06



George S. Test, Jr., Esquire  
Attorney for the Plaintiff



**GEORGE S. TEST, ESQ.**

Moshannon Building - Room 311  
203 North Front Street  
P. O. Box 706  
Philipsburg, Pennsylvania 16866-0706  
Phone (814) 342-4640  
Fax (814) 342-3775  
E-mail address: [geortest@webnmore.net](mailto:geortest@webnmore.net)

February 3, 2006

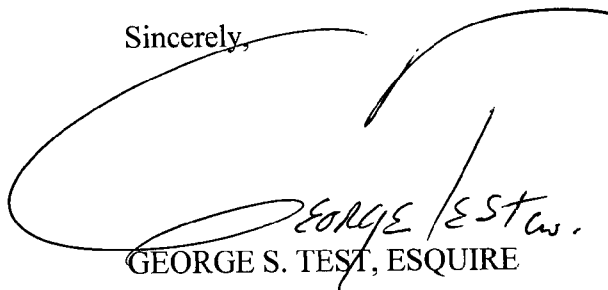
Mr. William A. Shaw  
*PROTHONOTARY of Clearfield County*  
P. O. Box 549  
Clearfield, PA 16830-0549

**Re: Black's Home Sales, Inc.**  
**vs.**  
**Leslie A. Bender and Janet A. Bender**  
**Clearfield Co. No. 2006-00093-CD**

Dear Sir:

Enclosed is my Praeipie to Discontinue the above referenced matter.

Sincerely,



GEORGE S. TEST, ESQUIRE

GST:cw  
Enclosure

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

**CIVIL DIVISION**

**COPY**

**Black's Home Sales, Inc.**

**Vs.**

**No. 2006-00093-CD**

**Leslie A. Bender**

**Janet A. Bender**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 6, 2006, marked:

Discontinued

Record costs in the sum of \$85.00 have been paid in full by George S. Test Esq.,

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of February A.D. 2006.

---

William A. Shaw, Prothonotary

# In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101182**

BLACK'S HOME SALES, INC.

Case # 06-93-CD

vs.

LESLIE A. BENDER and JANET A. BENDER

TYPE OF SERVICE COMPLAINT

## SHERIFF RETURNS

NOW March 19, 2006 RETURNED THE WITHIN COMPLAINT "NOT SERVED" AS TO LESLIE A. BENDER AND JANET A. BENDER, DEFENDANT. NOT SERVED AT REQUEST OF ATTORNEY

SERVED BY: /

## Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	TEST	8956	10.00
SHERIFF HAWKINS	TEST	8956	16.39


019-1261 NO CC

LM

Sworn to Before me This

So Answers,

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

  
Chester A. Hawkins  
Sheriff

**GEORGE S. TEST**  
**ATTORNEY AT LAW**  
MOSHANNON BUILDING

P.O. BOX 706  
PHILIPSBURG, PENNSYLVANIA 16866  
(814) 342-4640

**CERTIFIED COPY**

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

**BLACK'S HOME SALES, INC.,**

**Plaintiff**

**vs.**

**LESLIE A. BENDER and  
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**Defendants**

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No. 06-93-CD

**Code: Complaint**

**Filed on behalf of:**

**Black's Home Sales, Inc., Plaintiff**

**Attorney for the Plaintiff:**

**George S. Test, Jr., Esquire**

**Moshannon Bldg., Room 311**

**203 North Front Street**

**P. O. Box 706**

**Philipsburg, PA 16866-0706**

**(814) 342-4640**

**PA I.D. #15915**

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

**JAN 20 2006**

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

**GEORGE S. TEST**  
ATTORNEY-AT-LAW  
PHILIPSBURG, PA

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

**BLACK'S HOME SALES, INC.,**

**Plaintiff**

**No.** \_\_\_\_\_

**vs.**

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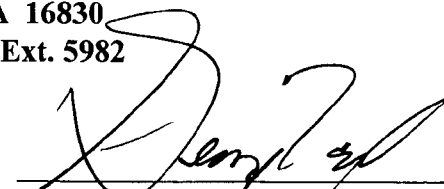
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(814) 765-2641 Ext. 5982**

**GEORGE S. TEST  
ATTORNEY-AT-LAW  
PHILIPSBURG, PA**

  
George S. Test, Esquire

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


BLACK'S HOME SALES, INC.,	*	
Plaintiff	*	No. _____
vs.	*	
	*	
LESLIE A. BENDER and	*	
JANET A. BENDER,	*	
Defendants	*	

COMPLAINT

1. The Plaintiff is Black's Home Sales, Inc., a Pennsylvania Corporation with an office at 3750 Walton Street, Osceola Mills, Pennsylvania 16666.
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7. Despite promising to do so, Defendants have failed to endorse and deliver the final payment to Plaintiff.

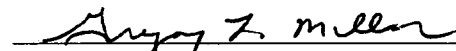
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Attorney for the Plaintiff

**VERIFICATION**

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Date: 1-3-06

  
\_\_\_\_\_  
Gregory L. Miller



# BLACK'S HOME SALES, INC.

Corporate Office  
745 Old Route 22

DUNCANSVILLE, PENNSYLVANIA 16635  
1-800-773-2835

## PURCHASE AGREEMENT

IN THIS CONTRACT, "BUYER" REFERS TO THE PERSON(S) WHO'S NAME APPEARS BELOW.

"SELLER" REFERS TO BLACK'S HOME SALES, INC.

SUBJECT TO THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS PURCHASE AGREEMENT, SELLER AGREES TO SELL AND BUYER AGREES TO PURCHASE THE FOLLOWING "UNIT" WHICH MEANS THE MOBILE/MANUFACTURED HOME AND ANY ITEM OR ANY COMBINATION OF ITEMS DESCRIBED.

BUYER(S) Les & Jan Bender

PHONE 765-1353

DATE 5-13-05

ADDRESS 703 Milford St. Clearfield PA 16830

SALESPERSON Ralph

DELIVERY ADDRESS 707 Park Ave Clearfield 16830

MAKE & MODEL Astro Eastland 3A110AB

YEAR 2005 BEDROOMS 3

FLOOR SIZE 56 Wx28 L

HITCH SIZE L W

STOCK NUMBER

SERIAL NUMBER

COLOR

PROPOSED DELIVERY DATE

KEY NUMBERS

☒ NEW ☐ USED

### OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Full Basement | <input type="checkbox"/> Gas Range              | <input type="checkbox"/> Drywall                 |
| <input type="checkbox"/> Craw Space               | <input checked="" type="checkbox"/> Elec. Range | <input type="checkbox"/> Perimeter Frame         |
| <input type="checkbox"/> Part                     | <input type="checkbox"/> Gas Furnace            | <input type="checkbox"/> Roof                    |
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DEPOSITS ARE NONREFUNDABLE UNLESS BUYER CANNOT OBTAIN FINANCING OR SELLER CANNOT OBTAIN FINANCING FOR BUYER.

☐ Buyer is paying cash for home.  
50% paid to Seller within 10 Business Days of date of this contract and Balance Due upon delivery.

☐ Buyer has 10 Business Days to provide Seller with Letter Of Commitment from financial institution

☐ 10% Paid to Seller for Deposit on Display Home or Ordered Home.  
80% Paid to Seller upon Delivery of Home. 10% Paid to Seller upon Completion of Trim Out of Home.

☐ Seller Requires Payment of 10% of Purchase Price from 30 Days of date of this contract.

### OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

Blacks to sit on

Buyers Foundation

10% 80% 10%

BALANCE CARRIED TO OPTIONAL EQUIPMENT

IF ADDITIONAL EQUIPMENT OR LABOR IS NEEDED FOR DELIVERY OR PLACEMENT OF HOME ON CUSTOMER'S SITE, CUSTOMER IS RESPONSIBLE FOR ALL COSTS.

DESCRIPTION OF TRADE-IN

YEAR

SIZE

MAKE

MODEL

BEDROOMS

TITLE NO.

SERIAL NO.

COLOR

AMOUNT OWING TO WHOM

☐ BUYER ☐ SELLER WILL PAY THE DEBT OWED ON THE TRADE-IN.

### BASE PRICE OF UNIT

### OPTIONAL EQUIPMENT

SUB-TOTAL

\$50,013.00

### NON-TAXABLE ITEMS

Doc

100.50

### VARIOUS FEES AND INSURANCE

### 1. CASH PURCHASE PRICE

TRADE-IN ALLOWANCE

\$

LESS BAL. DUE on above

\$

NET ALLOWANCE

\$

CASH DOWN PAYMENT

\$50,162.30

CASH AS AGREED OFF REMARKS

\$

### 2. LESS TOTAL CREDITS

SUB-TOTAL

\$45,161.70

### 3. Unpaid Balance of Cash Sale Price

\$45,161.70

PENNSYLVANIA USE TAX HAS BEEN PAID ON THIS HOME BY THE SELLER, AS REQUIRED BY ACT 23 OF 2000.

### REMARKS:

KEYS to home will not be turned over to Buyer(s) until all money due Seller is PAID IN FULL.  
NOTE: Axles and tires have already been discounted from selling price and are returned to Seller for recycling.  
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ALL OF THE PROVISIONS ON BACK OF THIS CONTRACT ARE A PART OF THIS CONTRACT.

**NOTICE: THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

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DATE SIGNED

INITIALED

UNINITIALED

EXHIBIT A