

06-93-CD

Black's Home Sales Inc vs Leslie

2006-93-CD

Black's Home Sales vs Leslie Bender et al

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 *cc*
310:55 PM *Shaw*
JAN 20 2006 *Atty pd.*
85.00
William A. Shaw
Prothonotary/Clerk of Courts

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

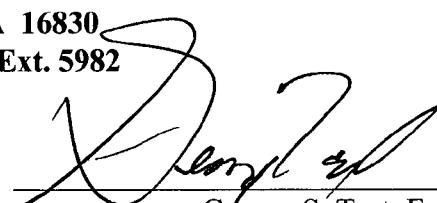
BLACK'S HOME SALES, INC., *
Plaintiff * No. _____
vs. *
*
LESLIE A. BENDER and *
JANET A. BENDER, *
Defendants *

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, 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.

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

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.

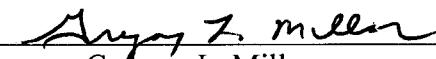


George S. Test, Esquire
Attorney for the Plaintiff

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

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

BLACK'S HOME SALES, INC., *
Plaintiff * No. 2006-00093-CD
vs. *
* Praeclipe to Discontinue
LESLIE A. BENDER and *
JANET A. BENDER, *
Defendants *

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

FILED
m 1152 am No CC
FEB 06 2006 Cert of disc issued
to Atty Test
& copy to C/A

William A. Shaw
Prothonotary

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. 2006-00093-CD
vs. *
 * Praecipe to Discontinue
LESLIE A. BENDER and *
JANET A. BENDER, *
 Defendants *
 *

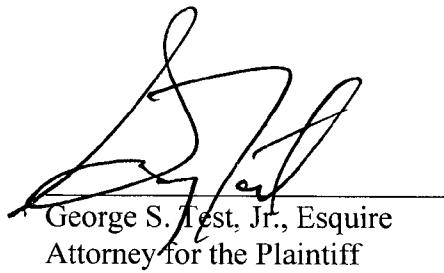
PRAECLP

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

February 3, 2006

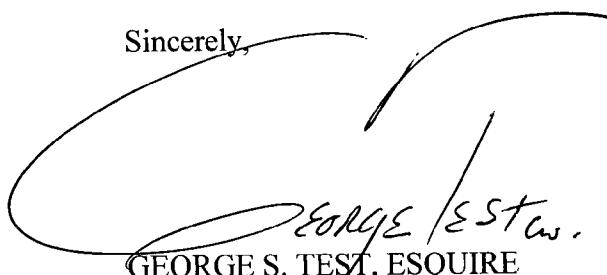
Mr. William A. Shaw
PROTHONOTARY of Clearfield County
P. O. Box 549
Clearfield, PA 16830-0549

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 Praeclipe 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 |

Sworn to Before me This

Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

019-1261 NO CC
Walters
43

CERTIFIED COPY

GEORGE S. TEST
ATTORNEY AT LAW
MOSHANON BUILDING
P.O. BOX 706
PHILIPSBURG, PENNSYLVANIA 16866
(814) 342-4640

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

**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**

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GEORGE S. TEST
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PHILIPSBURG, PA

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George S. Test, Esquire
Attorney for the Plaintiff

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Date: 1-3-06



Gregory L. Miller

BLACK'S HOME SALES, INC.

Corporate Office
745 OH 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 Millford St. Clearfield PA 16830* SALESPERSON *Ralph*
 DELIVERY ADDRESS *707 Park Ave Clearfield* 16530
 MAKE & MODEL *Astro Eastland 34110AB* YEAR *2005* BEDROOMS *3* FLOOR SIZE *156Wx8L* HITCH SIZE *W* STOCK NUMBER
 SERIAL NUMBER *707 NEW USED COLOR* PROPOSED DELIVERY DATE KEY NUMBERS

| OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES | | | BASE PRICE OF UNIT | | SUB-TOTAL | |
|--|---|--|--------------------|--|------------------|-------------|
| <input checked="" type="checkbox"/> Full Basement | <input type="checkbox"/> Gas Range | <input type="checkbox"/> Drywall | | | | \$50,013.00 |
| <input type="checkbox"/> Crawl Space | <input checked="" type="checkbox"/> Elec. Range | <input type="checkbox"/> Perimeter Frame | | | | |
| <input type="checkbox"/> Park | <input type="checkbox"/> Gas Furnace | <input type="checkbox"/> Roof | | | | |
| <input type="checkbox"/> Pier | <input checked="" type="checkbox"/> Oil Furnace | <input type="checkbox"/> Heat Tape | | | | |
| <input type="checkbox"/> Vapor Barrier | <input type="checkbox"/> Electric Furnace | | | | | |
| <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. | | | | | | |
| <input type="checkbox"/> Buyer is paying cash for home. | | | | | | |
| 50% paid to Seller within 10 Business Days of date of this contract and Balance Due upon delivery. | | | | | | |
| <input type="checkbox"/> Buyer has 10 Business Days to provide Seller with Letter Of Commitment from financial institution | | | | | | |
| <input type="checkbox"/> 10% Paid to Seller for Deposit on Display Home or Ordered Home. | | | | | | |
| 80% Paid to Seller upon Delivery of Home. <u>10% Paid to Seller upon Completion of Trim Out of Home</u> | | | | | | |
| <input type="checkbox"/> Seller Requires Payment of 10% of Purchase Price from 30 Days of date of this contract. | | | | | | |
| OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES | | | OPTIONAL EQUIPMENT | | SUB-TOTAL | |
| <i>Blocks to set on</i> | | | <i>Perch</i> | | <i>600</i> | |
| <i>Buyers Foundation</i> | | | <i>doc</i> | | <i>50</i> | |
| VARIOUS FEES AND INSURANCE | | | NON-TAXABLE ITEMS | | SUB-TOTAL | |
| 1. CASH PURCHASE PRICE | | | <i>50,013.00</i> | | <i>50,013.00</i> | |
| TRADE-IN ALLOWANCE | | | <i>50,013.00</i> | | <i>50,013.00</i> | |
| LESS BAL. DUE on above | | | <i>50,013.00</i> | | <i>50,013.00</i> | |
| NET ALLOWANCE | | | <i>50,013.00</i> | | <i>50,013.00</i> | |
| CASH DOWN PAYMENT | | | <i>50,013.00</i> | | <i>50,013.00</i> | |
| CASH AS AGREED OFFER | | | <i>50,013.00</i> | | <i>50,013.00</i> | |
| 2. LESS TOTAL CREDITS | | | <i>50,013.00</i> | | <i>50,013.00</i> | |
| SUB-TOTAL | | | <i>50,013.00</i> | | <i>50,013.00</i> | |
| 3. Unpaid Balance of Cash Sale Price | | | <i>50,013.00</i> | | <i>50,013.00</i> | |
| 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.

 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 CONCERNED 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.