

06-1639-CD
Carolyn Buynak vs Diane D. Johnson

2006-1639-CD
Carolyn Buynak vs Diane Johnson

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

CAROLYN BUYNAK, : No.: 2006-1639-CD
Plaintiff : Type of Case: Partition
vs. : Equity Action
DIANE DUNSMORE JOHNSON, : Type of Pleading: Complaint
Defendant : Filed on behalf of:
 : Plaintiff
 : Counsel of Record for
 : This Party:
 : Girard Kasubick, Esq.
 : Supreme Court No. 30109
 : LEHMAN & KASUBICK
 : 611 Brisbin Street
 : Houtzdale, PA 16651
 : (814) 378-7840

FILED Atty fd. 85.00
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William A. Shaw
Prothonotary/Clerk of Courts

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

CAROLYN BUYNAK, :
 Plaintiff : No.: 2006-
 : :
vs. : PARTITION ACTION
 : IN EQUITY
 : :
DIANE DUNSMORE JOHNSON, :
 Defendant : :
 : :

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, GO TO OR TELEPHONE THE OFFICE
SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH
INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE
MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES

THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A
REDUCED FEE OR NO FEE.

David Meholick
Court Administrator's Office
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641

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

CAROLYN BUYNAK, :
Plaintiff : No.: 2006-
: :
vs. : PARTITION ACTION
: IN EQUITY
: :
DIANE DUNSMORE JOHNSON, :
Defendant : :

COMPLAINT

AND NOW COMES the Plaintiff, Carolyn Buynak, by and through her attorney, Girard Kasubick, Esq., and files the following Complaint in Partition:

COUNT I - PARTITION

1. The Plaintiff is Carolyn Buynak who resides at 1273 Ninevah Road, Lawrenceburg, KY 40342.

2. The Defendant is Diane Dunsmore Johnson who resides at 105 1/2 S. Ninth Street, Philipsburg, PA 16866.

3. The Plaintiff and Defendant are sisters and joint owners as Joint Tenants with Rights of Survivorship of real property subject of this action located in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a town lot on corner of Stone and Sarah Streets being fifty feet front on Stone Street and running along Sarah Street one hundred and fifty feet to an Alley;

and known in the general plan of the Borough of Osceola Mills, as Lot No. 57.

UNDER AND SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as containing in prior Deeds in the chain of title.

The aforesaid property is known by Clearfield County Tax Map No. 16-013-379-43, and conveyed to Plaintiff and Defendant by deed dated April 11, 2005 and recorded in Clearfield County Instrument No. 200506694, a copy of which is attached hereto and marked Exhibit "A".

4. The real property subject of this action and described in Paragraph 3 above is owned by the following parties:

a). One-half (1/2) interest in Carolyn Buynak, as Joint Tenants with Rights of Survivorship.

b). One-half (1/2) interest in Diane Dunsmore Johnson, as Joint Tenants with Rights of Survivorship.

5. No other persons other than the parties hereto, have any title or interest in said property subject of this action.

6. The property subject of this action is a house, garage and Lot No. 57 and the property is managed and in the possession of both parties herein although neither party resides on the premises.

7. The property has been appraised by Edward E. Reiter of Realty World - Reiter Agency of 500 S. Centre Street, P.O. Box 704, Philipsburg, PA 16866 by appraisal dated June 3, 2005, a copy of which is attached hereto and marked Exhibit "B". The appraised value of the property in said appraisal is Ninety-one Thousand and 00/100 (\$91,000.00) Dollars.

8. The Plaintiff and Defendant executed a listing agreement to sell the property with Realty World - Reiter Agency at a price of One Hundred Five Thousand and 00/100 (\$105,000.00) Dollars. The initial listing agreement has expired and it was renewed on June 21, 2006 and expires December 21, 2006. No offers were made at the listing price and the Defendant had refused to reduce the listing price.

9. No partition or division of the property subject of this action has ever been made and the parties have not been able to agree on a sale or partition of the property.

WHEREFORE, the Plaintiff prays:

a). That your Honorable Court enter an Order directing partition of the real property subject of this action.

b). That the shares or portions of the property of each party herein be set out to them according to their interest and that all property and necessary deeds, conveyances and documents be executed to carry out any partition, and that if the said real estate cannot be divided without prejudice to or the spoiling of such property, then order a proper and necessary sale of the real property subject of this action be made by such person and in such manner as your Honorable Court may direct.

c). That your Honorable Court issue any other Order or further relief that the Court deems just and proper.

COUNT II - REIMBURSEMENT OF EXPENSES

10. Paragraphs 1 through 9 of this Complaint are incorporated herein as if set forth in full herein.

11. Plaintiff has paid most of the expenses for upkeep and maintenance of the real property subject of this partition action, including but not limited to utility bills, heating bills, maintenance of premises, taxes, and insurance.

12. Defendant has paid some of the expenses for upkeep, maintenance, taxes and insurance of the real property subject of this partition action, also.

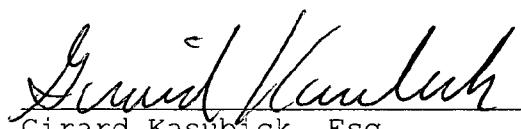
13. Defendant, however, has refused to cooperate in determining each parties share of expenses and to pay her one-half (1/2) share of expenses paid by Plaintiff for upkeep, maintenance, taxes and insurance of the real property subject of this partition action.

14. At one point last fall and winter, Defendant permitted a person to reside in the premises without informing Plaintiff. The tenant in the premises did not pay any upkeep, maintenance, or utilities and it is not known if Defendant received any rental for the premises.

15. Plaintiff desires an accounting of the expenses for upkeep, maintenance, taxes and insurance, and rental of the real property subject of this partition action. The parties have paid the expenses since the death of the parties parents. Plaintiff requests that the expenses after the accounting be shared equally between the parties and reimbursement to either party who has paid the majority of the expenses on the real property subject of this partition action.

WHEREFORE, Plaintiff requests your Honorable Court to order an accounting of the expenses for upkeep, maintenance, taxes and insurance, and rental of the real property subject of this partition action with the expenses to be shared equally and an adjustment made to the party who has paid a greater share of the expenses.

Respectfully submitted,



Girard Kasubick, Esq.,
Attorney for Plaintiff

ADDENDUM

The neighborhood is bounded to the south by the Moshannon Creek, to the north by Trcziyuhy Street, to the east by Logan Street, and to the west by Elizabeth Street.

The Highest & Best Use is the current use as a one family dwelling site.

A market value has been determined for tax purposes.

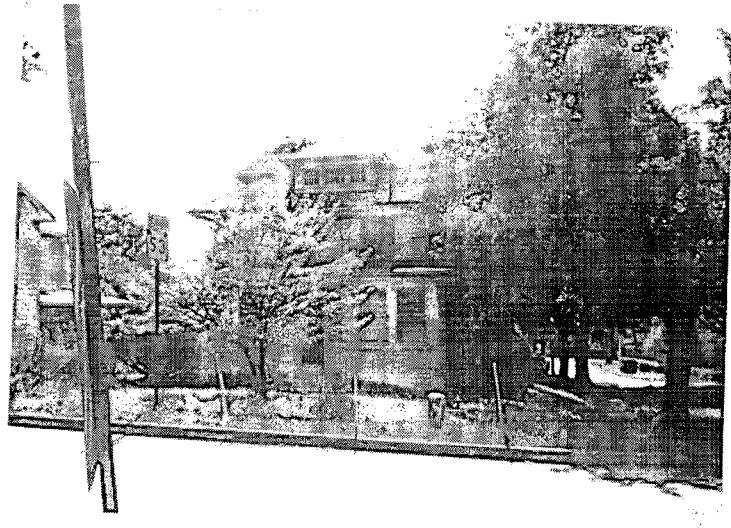


EXHIBIT "B"
5 of 9

MAIL TO:
DAVID R. THOMPSON
Attorney at Law
P.O. Box 587
Philipsburg PA 16866

THIS DEED

MADE, this 14th day of April, in the year two thousand five (2005).

BETWEEN **ROBERT M. DUNSMORE** and **MARY C. DUNSMORE**, his wife, currently
of 105 ½ S. Ninth Street, Philipsburg, Pennsylvania, 16666, hereinafter, **GRANTORS** and Party
of the First Part,

A

N

D

DIANE DUNSMORE JOHNSON, a married individual, currently of 105 ½ S. Ninth
Street, Philipsburg, Pennsylvania, 16666, And **CAROLYN BUYNAK**, a married individual,
currently of Frankfurt, Kentucky, as Tenants with Right of Survivorship, hereinafter, **GRANTEEES**
and Party of the Second Part,

WITNESSETH: That for and in consideration of the sum of **ONE AND NO/100**
(\$1.00) **DOLLARS**, in hand paid, the receipt whereof is hereby acknowledged, the said
GRANTORS do hereby grant and convey to the said **GRANTEEES**, their heirs and assigns,
ALL that certain lot of ground situate in the Borough of Osceola Mills, Clearfield
County, Pennsylvania, bounded and described as follows:

BEGINNING at a town lot on corner of Stone and Sarah Streets being fifty feet front on Stone Street and running along Sarah Street one hundred and fifty feet to an Alley; and known in the general plan of the Borough of Osceola Mills, as Lot No. 57.

BEING the same premises as conveyed to Robert M. Dunsmore and Mary C. Dunsmore, his wife, by deed of John F. Harkins and Doris Harkins, his wife, dated March 12, 1964 and recorded in Clearfield County Deed Book 507 at Page 446.

TOGETHER, with all and singular the building and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every party thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage and tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

UNDER SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as containing in prior Deeds in the chain of title.

THIS TRANSFER IS EXEMPT FROM PENNSYLVANIA REALTY TRANSFER TAX AS THE TRANSFER IS FROM PARENTS TO DAUGHTERS.

Limited Appraisal Departure Disclosure

File No.

This Limited Appraisal Departure is part of a Limited Appraisal made according to the binding requirements and specific guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation. The USPAP permits departures from some sections of the USPAP that are classified as specific guidelines. The USPAP places the burden of proof on the appraiser to decide before accepting an assignment which calls for something less than, or different from, the work that would otherwise be required by USPAP specific guidelines, to determine that the appraisal is not so limited as to mislead or confuse the client or other intended users of the report. The appraiser must advise the client that a Limited Appraisal may not be as reliable as a Complete Appraisal, and that the report will clearly identify and explain the departures. The client must agree that the performance of a Limited Appraisal would be appropriate.

I am satisfied that the Limited Appraisal I performed is not so limited as to mislead or confuse the client or other disclosed intended users of the report. I have indicated below those USPAP specific guidelines from which I have departed. I have prominently disclosed in the appraisal report that this is a Limited Appraisal and that I have not performed all of the items of the appraisal process for a Complete Appraisal, and that a Limited Appraisal may be less reliable than a Complete Appraisal.

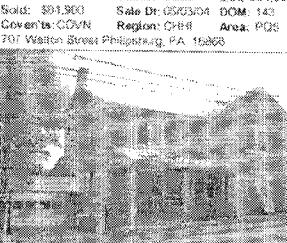
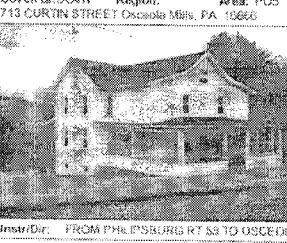
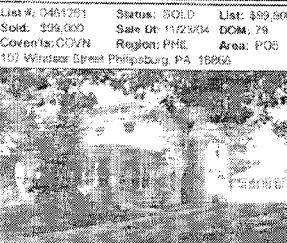
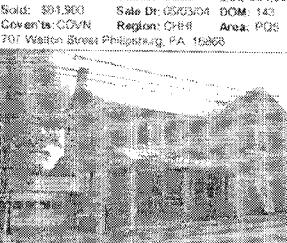
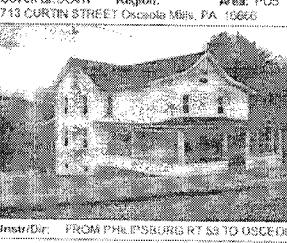
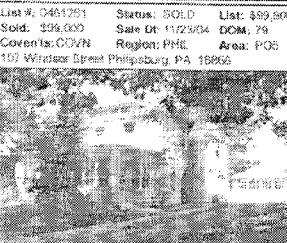
INDICATE DEPARTURES AND EXPLAIN BELOW:

- Standard Rule 1-2 (a) "adequately identify the real estate, identify the real property interest, consider the intended use of the appraisal, consider the extent of the data collection process, identify any special limiting conditions, and identify the effective date of the appraisal;"
- Standard Rule 1-2 (b) "define the value being considered: if the value to be estimated is market value, the appraiser must clearly indicate whether the estimate is the most probable price (i) in terms of cash; or (ii) in terms of financial arrangements equivalent to cash; or (iii) in such other terms as may be precisely defined; if an estimate of value is based on sub market financing or financing with unusual conditions or incentives, the terms of such financing must be clearly set forth, their contributions to or negative influence on value must be described & estimated, and the market data supporting the valuation estimate must be described & explained;"
- Standard Rule 1-2 (c) "consider easements, restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, ordinances, or other items of a similar nature;"
- Standard Rule 1-2 (d) "consider whether an appraised fractional interest, physical segment, or partial holding contributes pro rata on the value of the whole;"
- Standard Rule 1-2 (e) "identify and consider the effect on value of any personal property, trade fixture, or tangible items that are not real property but are included in the appraisal;"
- Standard Rule 1-3 (a) "consider the effect on use and the value of the following factors: existing land use regulations, reasonably probable modifications of such land use regulations, economic demand, the physical adaptability of the real estate, neighborhood trends, and the highest and best use of the real estate;"
- Standard Rule 1-3 (b) "recognize that land is appraised as though vacant and available for development to its highest and best use and that the appraisal of improvements is based on their actual contribution to the site;"
- Standard Rule 1-4 (a) "value the site by an appropriate appraisal method or technique;"
- Standard Rule 1-4 (b) "collect, verify, analyze, & reconcile: (i) such comparable cost data as are available to estimate the cost new of the improvements (if any); (ii) such comparable data as are available to estimate the difference between cost new and the present worth of the improvements (accrued depreciation); (iii) such comparable sales data, adequately identified and described, as are available to indicate a value conclusion; (iv) such comparable operating expenses data as are available to estimate the operating expenses of the property being appraised; (v) such comparable operating data as are available to estimate the operating expenses of the property being appraised; (vi) such comparable data as are available to estimate rates of capitalization and/or rates of discount;"
- Standard Rule 1-4 (c) "base projections of future rent and expenses on reasonably clear and appropriate evidence;"
- Standard Rule 1-4 (d) "when estimating the value of a leased fee estate or a leasehold estate, consider and analyze the effect on value, if any, of the terms and conditions of the lease(s);"
- Standard Rule 1-4 (e) "consider and analyze the effect on value, if any, of the assemblage of the various estates or component parts of property and refrain from estimating the value of the whole solely by adding together the individual values of the various estates or component parts;"
- Standard Rule 1-4 (f) "consider and analyze the effect on value, if any, of anticipated public or private improvements, located on or off the site, to the extent that market actions reflect such an anticipated improvements as of the effective appraisal date;"
- Standard Rule 1-4 (g) "identify and consider the appropriate procedures and market information required to perform the appraisal, including all physical, functional, and external market factors as they may affect the appraisal;"
- Standard Rule 1-4 (h) "appraise proposed improvements only after examining them and having available for future examination; (i) plans, specifications, or other documentation sufficient to identify the scope and character of the proposed improvements; (ii) evidence indicating the probable time of completion of the proposed improvements; (iii) reasonable clear and appropriate evidence supporting development costs, anticipated earnings, occupancy projections, and the anticipated competition at the time of completion;"
- Standard Rule 1-4 (i) "all pertinent information in terms (a) through above shall be used in the development of an appraisal;"

Departure Explanations

Realty World Reiter Agency
814-342-1664

June 6, 2005

 <p>Lot #: 0013109 Status: SOLD List: \$94,900 Sold: \$91,900 Sale Dt: 05/23/04 DOM: 142 Covents: COVN Region: CHHS Area: PQS 707 Walton Street Philipsburg, PA 16650</p>	<p>Owner: Klinger Soc: ATCH, 1 SqFAG: 1,026 BG Flr: 1,013 BG Unfin: TISqFt: 2,026 Frpl: TBr: 3 TBa: 1 Wtr/Sew: PUBL/PUBL Heat: HWTR/OT Air: NONE HVAC \$/Mo: WS: Bsmnt: FBUN WO: Prop: Yr Bld: 19XX Included: Room Floor Size Description Not Incl'd: refrigerator, washer, dryer KTC MNFL 12x6 Brick covered bu LIVI MNFL 15x12 hardwood floor DINI MNFL 12x14 very spacious DEN MNFL 1x11 Hardwood floor MAST 2NDF 10x12 bay windows in BEDR 2NDF 10x10 hardwood floor RFRD 2NDF 11x12 hardwood floor BEDR 2NDF 11x12 hardwood floor LAUN MNFL 11x7 vinyl floors, wa School: Philipsburg/Osceola, Philipsburg/Osceola Close: Parcel: Style: 2STY Lot: 100x150 AV: Asmts: Taxes: \$86 Assoc Fee: Cty: Sale Fin: FHA Deed BkPg: Instrument # 2001316254 List Off/Ag: Realty World Reiter Agency 814-342-1664 / Worldwide Ryan 814-342-1664 Sale Off/Ag: RE/MAX Centre Realty 814-231-8230 (Linda Lowe 235-9107 x 308 Sell Fee: Excl Agcy: BA: 27 DV: NA: DV: Min: Instr/Dir: RT 322 to RT 53 South (Walton Street, house on Left Very spacious 3 bedroom 1 1/2 story with attached 1 car garage, hardwood floors throughout, must see!</p>										
	Room	Floor	Size	Description	Not Incl'd:	refrigerator, washer, dryer					
	KTC	MNFL	12x6	Brick covered bu	School:	Philipsburg/Osceola, Philipsburg/Osceola					
	LIVI	MNFL	15x12	hardwood floor	Close:	Parcel:					
	DINI	MNFL	12x14	very spacious	Style:	2STY	Lot:	100x150	AV:	Asmts:	
	DEN	MNFL	1x11	Hardwood floor	Taxes:	\$86	Assoc Fee:		Cty:	Sale Fin:	FHA
	MAST	2NDF	10x12	bay windows in	Deed BkPg:						
	BEDR	2NDF	10x10	hardwood floor	List Off/Ag:	Realty World Reiter Agency 814-342-1664 / Worldwide Ryan 814-342-1664					
	RFRD	2NDF	11x12	hardwood floor	Sale Off/Ag:	RE/MAX Centre Realty 814-231-8230 (Linda Lowe 235-9107 x 308					
	BEDR	2NDF	11x12	hardwood floor	Sell Fee:	Excl Agcy:	BA:	27	DV:	NA:	DV: Min:
	LAUN	MNFL	11x7	vinyl floors, wa							
<p>Instr/Dir: RT 322 to RT 53 South (Walton Street, house on Left Very spacious 3 bedroom 1 1/2 story with attached 1 car garage, hardwood floors throughout, must see!</p>											
 <p>Lot #: 0013112 Status: SOLD List: \$94,900 Sold: \$94,900 Sale Dt: 04/12/04 DOM: 120 Covents: COVN Region: Area PQS 713 CURTIN STREET Osceola Mills, PA 16665</p>	<p>Owner: JONATHAN & LINDA KOLESAR Soc: ATCH, 1 SqFAG: 1,090 BG Flr: 1,090 BG Unfin: TISqFt: 1,090 Frpl: TBr: 3 TBa: 2 Wtr/Sew: PUBL/PUBL Heat: HWTR/OT Air: HVAC \$/Mo: WS: Bsmnt: PGUN WO: Prop: Yr Bld: Included: PIANO, PANSE, DISHWASHER Room Floor Size Description Not Incl'd: REFRIGERATOR KTC MNFL 11X18 CUSTOM OAK School: Osceola Mills, Philipsburg/Osceola, Philipsburg/Osceola LIVI MNFL 16X16 Close: Parcel: 013-381-27 DINI MNFL 10X11 BEDR 2NDF 11X16 Style: 2STY Lot: 100x150 AV: Asmts: BEDR 2NDF 12X14 Taxes: \$50 Assoc Fee: Cty: FNCE Sale Fin: CONV BEDR 2NDF 12X12 FULL MNFL .. FULL 2NDF .. LAUN MNFL 5X11 Deed BkPg: List Off/Ag: Realty World Reiter Agency 814-342-1664 / Edward E. Reiter 814-342-1664 Sale Off/Ag: Realty World Reiter Agency 814-342-1664 / Kay Katz Sell Fee: Excl Agcy: BA: 27 DV: NA: 27 DV: Min: Instr/Dir: FROM PHILIPSBURG RT 52 TO OSCEOLA MILLS RIGHT AT TRAFFIC LIGHT 25 MILE ON LEFT CALL REALTY WORLD REITER AGENCY FOR AN APPOINTMENT 814-342-1664</p>										
	Room	Floor	Size	Description	Not Incl'd:	PIANO, PANSE, DISHWASHER					
	KTC	MNFL	11X18	CUSTOM OAK	School:	Osceola Mills, Philipsburg/Osceola, Philipsburg/Osceola					
	LIVI	MNFL	16X16		Close:	Parcel: 013-381-27					
	DINI	MNFL	10X11		Style:	2STY	Lot:	100x150	AV:	Asmts:	
	BEDR	2NDF	11X16		Taxes:	\$50	Assoc Fee:		Cty:	FNCE	Sale Fin: CONV
	BEDR	2NDF	12X14		Deed BkPg:						
	BEDR	2NDF	12X12		List Off/Ag:	Realty World Reiter Agency 814-342-1664 / Edward E. Reiter 814-342-1664					
	FULL	MNFL	..		Sale Off/Ag:	Realty World Reiter Agency 814-342-1664 / Kay Katz					
	FULL	2NDF	..		Sell Fee:	Excl Agcy:	BA:	27	DV:	NA:	Min:
	LAUN	MNFL	5X11								
<p>Instr/Dir: FROM PHILIPSBURG RT 52 TO OSCEOLA MILLS RIGHT AT TRAFFIC LIGHT 25 MILE ON LEFT CALL REALTY WORLD REITER AGENCY FOR AN APPOINTMENT 814-342-1664</p>											
 <p>Lot #: 0461251 Status: SOLD List: \$99,900 Sold: \$99,900 Sale Dt: 11/23/04 DOM: 79 Covents: COVN Region: PHL Area PQS 101 Winder Street Philipsburg, PA 16650</p>	<p>Owner: Hollenbach, Scott M Soc: ATCH, 1 SqFAG: 1,392 BG Flr: 1,392 BG Unfin: TISqFt: 1,392 Frpl: TBr: 4 TBa: 1 Wtr/Sew: PUBL/PUBL Heat: HWTR/OT Air: NONE HVAC \$/Mo: WS: NONE Bsmnt: FBUN WO: No Prop: Immed: Yr Bld: 1921 Included: Range/oven, dishwasher, ceiling fans Room Floor Size Description Not Incl'd: Fireplace insert and all window treatments are negotiable KTC MNFL 13x12 Like new - bright School: Philipsburg/Osceola, Philipsburg/Osceola, Philipsburg/Osceola LIVI MNFL 17x12 Hardwood floor Close: Parcel: DINI MNFL 14x12 Built-in china cabinet MAST 2NDF 14x11 Carpet Style: 2STY Lot: 20 acres AV: 22330 Asmts: BEDR 2NDF 13x11 Carpet Taxes: \$769 Assoc Fee: Cty: NONE Sale Fin: BEDR 2NDF 11x11 Hardwood Deed BkPg: 29-102-11-1267-528 BEDR 2NDF 11x11 Carpet List Off/Ag: Klesinger Bieler & Brown/N 814-238-8080 / Henry Chackas 238-6771 x FULL 2NDF 8x9 New ceramic tile Sale Off/Ag: Klesinger Bieler & Brown/S 814-234-4000 / Beth Roberts 236-6771 x 1/2 MNFL .. Sell Fee: Excl Agcy: BA: 27 DV: NA: 10 DV: Min: Instr/Dir: South Capitol Street to left into Curtis Park then immediate left onto Winder Street, Home on Right this could be Philipsburg's best buy of the year! Beautiful 2 1/2 story with black, walnut hardwood floors, new oak kitchen, new roof, new bathroom, gorgeous woodwork, brick fireplace, heated patio which could provide additional square footage, large level lot, 1 car detached garage... all located in beautiful Curtis Park. This home could be a masterpiece... all it needs is you!</p>										
	Room	Floor	Size	Description	Not Incl'd:	Range/oven, dishwasher, ceiling fans					
	KTC	MNFL	13x12	Like new - bright	School:	Philipsburg/Osceola, Philipsburg/Osceola, Philipsburg/Osceola					
	LIVI	MNFL	17x12	Hardwood floor	Close:	Parcel:					
	DINI	MNFL	14x12	Built-in china cabinet	Style:	2STY	Lot:	20 acres	AV:	22330	Asmts:
	MAST	2NDF	14x11	Carpet	Taxes:	\$769	Assoc Fee:		Cty:	NONE	Sale Fin:
	BEDR	2NDF	13x11	Carpet	Deed BkPg:	29-102-11-1267-528					
	BEDR	2NDF	11x11	Hardwood	List Off/Ag:	Klesinger Bieler & Brown/N 814-238-8080 / Henry Chackas 238-6771 x					
	BEDR	2NDF	11x11	Carpet	Sale Off/Ag:	Klesinger Bieler & Brown/S 814-234-4000 / Beth Roberts 236-6771 x					
	FULL	2NDF	8x9	New ceramic tile	Sell Fee:	Excl Agcy:	BA:	27	DV:	NA:	10 DV: Min:
	1/2	MNFL	..								
<p>These properties were selected from the MLS database by the agent listed herein, who may not be the listing agent. Information herein is deemed reliable but not guaranteed.</p>											
<p>Residential</p>											
<p>Page 1</p>											
 <p>Lot #: 0013109 Status: SOLD List: \$94,900 Sold: \$91,900 Sale Dt: 05/23/04 DOM: 142 Covents: COVN Region: CHHS Area: PQS 707 Walton Street Philipsburg, PA 16650</p>	<p>Owner: Klinger Soc: ATCH, 1 SqFAG: 1,026 BG Flr: 1,013 BG Unfin: TISqFt: 2,026 Frpl: TBr: 3 TBa: 1 Wtr/Sew: PUBL/PUBL Heat: HWTR/OT Air: NONE HVAC \$/Mo: WS: Bsmnt: FBUN WO: Prop: Yr Bld: 19XX Included: Room Floor Size Description Not Incl'd: refrigerator, washer, dryer KTC MNFL 12x6 Brick covered bu LIVI MNFL 15x12 hardwood floor DINI MNFL 12x14 very spacious DEN MNFL 1x11 Hardwood floor MAST 2NDF 10x12 bay windows in BEDR 2NDF 10x10 hardwood floor RFRD 2NDF 11x12 hardwood floor BEDR 2NDF 11x12 hardwood floor LAUN MNFL 11x7 vinyl floors, wa School: Philipsburg/Osceola, Philipsburg/Osceola Close: Parcel: Style: 2STY Lot: 100x150 AV: Asmts: Taxes: \$86 Assoc Fee: Cty: Sale Fin: FHA Deed BkPg: Instrument # 2001316254 List Off/Ag: Realty World Reiter Agency 814-342-1664 / Worldwide Ryan 814-342-1664 Sale Off/Ag: RE/MAX Centre Realty 814-231-8230 (Linda Lowe 235-9107 x 308 Sell Fee: Excl Agcy: BA: 27 DV: NA: DV: Min: Instr/Dir: RT 322 to RT 53 South (Walton Street, house on Left Very spacious 3 bedroom 1 1/2 story with attached 1 car garage, hardwood floors throughout, must see!</p>										
	Room	Floor	Size	Description	Not Incl'd:	refrigerator, washer, dryer					
	KTC	MNFL	12x6	Brick covered bu	School:	Philipsburg/Osceola, Philipsburg/Osceola					
	LIVI	MNFL	15x12	hardwood floor	Close:	Parcel:					
	DINI	MNFL	12x14	very spacious	Style:	2STY	Lot:	100x150	AV:	Asmts:	
	DEN	MNFL	1x11	Hardwood floor	Taxes:	\$86	Assoc Fee:		Cty:	FNCE	Sale Fin: CONV
	MAST	2NDF	10x12	bay windows in	Deed BkPg:						
	BEDR	2NDF	10x10	hardwood floor	List Off/Ag:	Realty World Reiter Agency 814-342-1664 / Worldwide Ryan 814-342-1664					
	RFRD	2NDF	11x12	hardwood floor	Sale Off/Ag:	RE/MAX Centre Realty 814-231-8230 (Linda Lowe 235-9107 x 308					
	BEDR	2NDF	11x12	hardwood floor	Sell Fee:	Excl Agcy:	BA:	27	DV:	NA:	DV: Min:
	LAUN	MNFL	11x7	vinyl floors, wa							
<p>Instr/Dir: RT 322 to RT 53 South (Walton Street, house on Left Very spacious 3 bedroom 1 1/2 story with attached 1 car garage, hardwood floors throughout, must see!</p>											
 <p>Lot #: 0013112 Status: SOLD List: \$94,900 Sold: \$94,900 Sale Dt: 04/12/04 DOM: 120 Covents: COVN Region: Area PQS 713 CURTIN STREET Osceola Mills, PA 16665</p>	<p>Owner: JONATHAN & LINDA KOLESAR Soc: ATCH, 1 SqFAG: 1,090 BG Flr: 1,090 BG Unfin: TISqFt: 1,090 Frpl: TBr: 3 TBa: 2 Wtr/Sew: PUBL/PUBL Heat: HWTR/OT Air: HVAC \$/Mo: WS: Bsmnt: PGUN WO: Prop: Yr Bld: Included: PIANO, PANSE, DISHWASHER Room Floor Size Description Not Incl'd: REFRIGERATOR KTC MNFL 11X18 CUSTOM OAK School: Osceola Mills, Philipsburg/Osceola, Philipsburg/Osceola LIVI MNFL 16X16 Close: Parcel: 013-381-27 DINI MNFL 10X11 BEDR 2NDF 11X16 Style: 2STY Lot: 100x150 AV: Asmts: BEDR 2NDF 12X14 Taxes: \$50 Assoc Fee: Cty: FNCE Sale Fin: CONV BEDR 2NDF 12X12 FULL MNFL .. FULL 2NDF .. LAUN MNFL 5X11 Deed BkPg: List Off/Ag: Realty World Reiter Agency 814-342-1664 / Edward E. Reiter 814-342-1664 Sale Off/Ag: Realty World Reiter Agency 814-342-1664 / Kay Katz Sell Fee: Excl Agcy: BA: 27 DV: NA: 27 DV: Min: Instr/Dir: FROM PHILIPSBURG RT 52 TO OSCEOLA MILLS RIGHT AT TRAFFIC LIGHT 25 MILE ON LEFT CALL REALTY WORLD REITER AGENCY FOR AN APPOINTMENT 814-342-1664</p>										
	Room	Floor	Size	Description	Not Incl'd:	PIANO, PANSE, DISHWASHER					
	KTC	MNFL	11X18	CUSTOM OAK	School:	Osceola Mills, Philipsburg/Osceola, Philipsburg/Osceola					
	LIVI	MNFL	16X16		Close:	Parcel: 013-381-27					
	DINI	MNFL	10X11		Style:	2STY	Lot:	100x150	AV:	Asmts:	
	BEDR	2NDF	11X16		Taxes:	\$50	Assoc Fee:		Cty:	FNCE	Sale Fin: CONV
	BEDR	2NDF	12X14		Deed BkPg:						
	BEDR	2NDF	12X12		List Off/Ag:	Realty World Reiter Agency 814-342-1664 / Edward E. Reiter 814-342-1664					
	FULL	MNFL	..		Sale Off/Ag:	Realty World Reiter Agency 814-342-1664 / Kay Katz					
	FULL	2NDF	..		Sell Fee:	Excl Agcy:	BA:	27	DV:	NA:	10 DV: Min:
	LAUN	MNFL	5X11								
<p>Instr/Dir: FROM PHILIPSBURG RT 52 TO OSCEOLA MILLS RIGHT AT TRAFFIC LIGHT 25 MILE ON LEFT CALL REALTY WORLD REITER AGENCY FOR AN APPOINTMENT 814-342-1664</p>											
 <p>Lot #: 0461251 Status: SOLD List: \$99,900 Sold: \$99,900 Sale Dt: 11/23/04 DOM: 79 Covents: COVN Region: PHL Area PQS 101 Winder Street Philipsburg, PA 16650</p>	<p>Owner: Hollenbach, Scott M Soc: ATCH, 1 SqFAG: 1,392 BG Flr: 1,392 BG Unfin: TISqFt: 1,392 Frpl: TBr: 4 TBa: 1 Wtr/Sew: PUBL/PUBL Heat: HWTR/OT Air: NONE HVAC \$/Mo: WS: NONE Bsmnt: FBUN WO: No Prop: Immed: Yr Bld: 1921 Included: Range/oven, dishwasher, ceiling fans Room Floor Size Description Not Incl'd: Fireplace insert and all window treatments are negotiable KTC MNFL 13x12 Like new - bright School: Philipsburg/Osceola, Philipsburg/Osceola, Philipsburg/Osceola LIVI MNFL 17x12 Hardwood floor Close: Parcel: DINI MNFL 14x12 Built-in china cabinet MAST 2NDF 14x11 Carpet Style: 2STY Lot: 20 acres AV: 22330 Asmts: BEDR 2NDF 13x11 Carpet Taxes: \$769 Assoc Fee: Cty: NONE Sale Fin: BEDR 2NDF 11x11 Hardwood Deed BkPg: 29-102-11-1267-528 BEDR 2NDF 11x11 Carpet List Off/Ag: Klesinger Bieler & Brown/N 814-238-8080 / Henry Chackas 238-6771 x FULL 2NDF 8x9 New ceramic tile Sale Off/Ag: Klesinger Bieler & Brown/S 814-234-4000 / Beth Roberts 236-6771 x 1/2 MNFL .. Sell Fee: Excl Agcy: BA: 27 DV: NA: 10 DV: Min: Instr/Dir: South Capitol Street to left into Curtis Park then immediate left onto Winder Street, Home on Right this could be Philipsburg's best buy of the year! Beautiful 2 1/2 story with black, walnut hardwood floors, new oak kitchen, new roof, new bathroom, gorgeous woodwork, brick fireplace, heated patio which could provide additional square footage, large level lot, 1 car detached garage... all located in beautiful Curtis Park. This home could be a masterpiece... all it needs is you!</p>										
	Room	Floor	Size	Description	Not Incl'd:	Range/oven, dishwasher, ceiling fans					
	KTC	MNFL	13x12	Like new - bright	School:	Philipsburg/Osceola, Philipsburg/Osceola, Philipsburg/Osceola</					

BEGINNING at a town lot on corner of Stone and Sarah Streets being fifty feet front on Stone Street and running along Sarah Street one hundred and fifty feet to an Alley; and known in the general plan of the Borough of Osceola Mills, as Lot No. 57.

BEING the same premises as conveyed to Robert M. Dunsmore and Mary C. Dunsmore, his wife, by deed of John F. Harkins and Doris Harkins, his wife, dated March 12, 1964 and recorded in Clearfield County Deed Book 507 at Page 446.

TOGETHER, with all and singular the building and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every party thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage and tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

UNDER SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions and restrictions as containing in prior Deeds in the chain of title.

THIS TRANSFER IS EXEMPT FROM PENNSYLVANIA REALTY TRANSFER TAX AS THE TRANSFER IS FROM PARENTS TO DAUGHTERS.

EXHIBIT "A"
3 of 5

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

This _____ day of _____

EXHIBIT "A"
4 of 5

AND the said Grantors will **SPECIALLY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals, the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF:

Robert M. Dunsmore
Robert M. Dunsmore

Mary C. Dunsmore
Mary C. Dunsmore

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantees herein is as follows:

105 1/2 S 9th Street
Philipsburg PA 16866

David R. Thompson
Attorney for Grantees N.T.S.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Clefield*

SS:

On this, the 11 day of April, 2005, before me, a Notary Public, personally appeared **ROBERT M. DUNSMORE** and **MARY C. DUNSMORE**, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

David R. Thompson
Notary Public

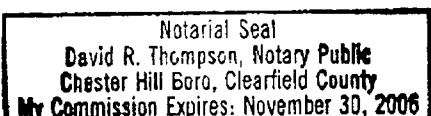
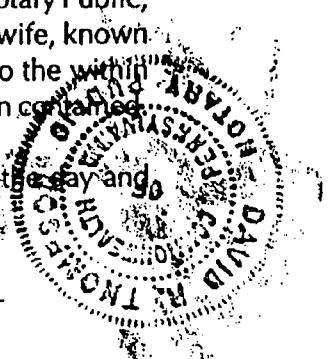


EXHIBIT "A"
5 of 5





Fannie Mae Limited One-Family Residential Appraisal and Summary Report

File No.

715

Property Address		715 Stone Street	City	Osceola Mills	State/PA	Zip Code	16666
Legal Description		200506694			County	Clearfield	
Assessor's Parcel No.		013-379-43			Tax Year	N/A	R.E. Taxes \$ N/A
Borrower N/A		Current Owner		Diane Dunsmore Johnson/Carolyn	Occupant	Owner	Tenant <input checked="" type="checkbox"/> Vacant
Neighborhood or Project Name		Buynak		Project Type	PUD	Condominium	HOA \$ N/A /Mo.
Sales Price \$ N/A		Date of Sale N/A		Description / \$ amount of loan charges/concessions to be paid by seller N/A			
Property rights appraised		<input checked="" type="checkbox"/>	Fee Simple	Leasehold	Map Reference		013-379-43 Census Tract 3309

Note: Race and the racial composition of the neighborhood are not appraisal factors.							
Location		Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural <input type="checkbox"/>	Property values	Increasing <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining <input type="checkbox"/>	Single family housing	Condominium housing	
Built up		Over 75% <input type="checkbox"/> 25-75% <input checked="" type="checkbox"/> Under 25% <input type="checkbox"/>	Demand/supply	Shortage <input type="checkbox"/> In balance <input checked="" type="checkbox"/> Over supply <input type="checkbox"/>	PRICE \$ (000)	AGE (yrs)	
Growth rate		Rapid <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Slow <input type="checkbox"/>	Marketing time	Under 3 mos. <input type="checkbox"/> 3-6 mos. <input checked="" type="checkbox"/> Over 6 mos. <input type="checkbox"/>	15	Low 25	
Neighborhood boundaries		Suburban neighborhood consisting of one family dwellings. Rt 53 has heavy truck traffic. Within 20 miles of employment and 5 miles of schools shopping and recreation.				High 90	High
						65,000	Predominant

Dimensions 50 x 150		Site area .17 acre	Shape	Rectangular	FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Specific zoning classification and description					FEMA Zone	Map Date		
Zoning compliance		<input type="checkbox"/> Legal	<input type="checkbox"/> Legal nonconforming (Grandfathered use)	<input checked="" type="checkbox"/> No zoning	FEMA Map No.			
Utilities		Public <input type="checkbox"/> Other <input type="checkbox"/>	Public <input type="checkbox"/> Other <input type="checkbox"/>	Off-site Improvements	Type	Public <input type="checkbox"/> Private <input checked="" type="checkbox"/>		
Electricity		Water <input type="checkbox"/>	Street <input checked="" type="checkbox"/> Paved <input type="checkbox"/>	Gas <input type="checkbox"/>	Alley <input type="checkbox"/> Stone <input checked="" type="checkbox"/>			
Are there any apparent adverse site conditions (easements, encroachments, special assessments, slide areas, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, attach description.								
Source(s) used for physical characteristics of property: <input checked="" type="checkbox"/> Interior and exterior inspection <input type="checkbox"/> Exterior inspection from public street <input type="checkbox"/> Previous appraisal files								
MLS <input type="checkbox"/> Assessment and tax records <input type="checkbox"/> Prior inspection <input type="checkbox"/> Property owner <input type="checkbox"/> Other (If other, attach description)								
No. of Stories		2	Design (Style)	Conventional	Actual Age (Yrs.)	90 yrs	Exterior Walls	Brick
Type (Det./Att.)		Det	Manufactured House No.		Effective Age (Yrs.)	30 yrs	Roof Surface	Shingle
Finished area above grade contains: 7 Rooms: 4 Bedroom(s): 2 1/2 Bath(s): 2048 Square Feet of Gross Living Area								
Does the property generally conform to the neighborhood in terms of style, condition, and construction materials? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, attach description.								
Are there any physical deficiencies or conditions that would affect the soundness or structural integrity of the improvements or the livability of the property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach description. Some knob and tube wiring								
Are there any adverse environmental conditions (hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, attach description. Asbestos heat pipe insulation								

I researched the subject market area for comparable listings and sales that are the most similar and proximate to the subject property based on the following:

Search parameters: **Philipsburg - Osceola Mills**

Data source(s) used for comparables: **Multi List System**

My research revealed a total of **3** comparable sales ranging in sales price from **\$ 84,900** to **\$ 99,000**

My research revealed a total of **0** comparable listings ranging in list price from **\$** to **\$**

THE FOLLOWING PROPERTIES REPRESENT THE MOST SIMILAR AND PROXIMATE COMPARABLE SALES TO THE SUBJECT PROPERTY IN THE NEIGHBORHOOD.

ITEM	SUBJECT	SALE 1	SALE 2	SALE 3
Address	715 Stone St.	707 Walton St.	713 Curtin St.	107 Windsor St.
Address Osceola Mills, PA		Philipsburg, PA	Osceola Mills, PA	Philipsburg, PA
Proximity to Subject	4 miles		1/4 mile	4 miles
Sales Price	\$ N/A	\$ 84,900	\$ 94,900	\$ 99,000
Price/Gross Liv. Area	\$ N/A	\$ 44.00 <input checked="" type="checkbox"/>	\$ 53.00 <input checked="" type="checkbox"/>	\$ 53.00 <input checked="" type="checkbox"/>
Data & Verification Sources	MLS	MLS	MLS	MLS
SALES COMPARISON ANALYSIS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions	Credit to Buyer	-2547	None	None
Date of Sale	5/3/04	4/10/04	11/23/04	
Location	Suburban	Suburban	Suburban	Suburban
Leasehold/Fee Simple	Fee simple	Fee simple	Fee simple	Fee simple
Site/View	.17 acre	.20 acre	.34 acre	.28 acre
Design (Style)	2 story	2 story	2 story	2 story
Actual Age (Yrs.)	90 yrs	90 yrs	100 yrs	70 yrs
Condition	Average	Average	Average	Average
Above Grade	Total Bdrms: 7	Total Bdrms: 7	Total Bdrms: 6	Total Bdrms: 7
Room Count	Baths: 4	Baths: 3 1/2	Baths: 3	Baths: 4 1/2
Gross Living Area	2048 Sq. Ft.	2026 Sq. Ft.	1890 Sq. Ft.	1932 Sq. Ft.
Basement Area and Finished Rooms	Unfinished 800 sq ft	Unfinished 700 sq ft	Unfinished 700 sq ft	Unfinished 700 sq ft
Garage/Carport	2 car	1 car	None	1 car
Amenities	Fireplace	None	New wiring New plumbing	Fireplace
Net Adj. (total)		\$ 5,953	\$ 5,948	\$ 4,696
Adjusted Sales Price of Comparables		\$ 90,853	\$ 100,848	\$ 103,696
Date, Price and Data Source for Prior Sales of Subject and Comparables	N/A 5/3/04 MLS	4/10/04 MLS	11/23/04 MLS	

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of the prior sales of subject and comparables: The subject property was transferred 4/11/05 from Parents to Children.

Summary of market data and value conclusion: The Cost & Income Approaches were not applied owing to the age of the home and the fact that it is not an income rental property. The intended use of this appraisal is for tax purposes. The intended user is the owner.

Land only value \$10,000.

This appraisal is made "as-is" or subject to the following repairs, alterations or conditions

BASED ON AN EXTERIOR INSPECTION FROM THE PUBLIC STREET OR AN INTERIOR AND EXTERIOR INSPECTION, I ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT TO BE \$ 91,000, AS OF 6/3/05

Limited One-Family Residential Appraisal and Summary Report

File No.

Object Information for PUDs (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No

Provide the following information for PUDs only if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit:

Total number of phases _____ Total number of units _____ Total number of units sold **N/A**

Total number of units rented _____ Total number of units for sale _____ Data Source(s) **N/A**

Was the project created by the conversion of existing buildings into a PUD? Yes No If yes, date of conversion: **N/A**

Does the project contain any multi-dwelling units? Yes No Data Source: **N/A**

Are the common elements completed? Yes No If No, describe status of completion: **N/A**

Are any common elements leased to or by the Home Owners' Association? Yes No If yes, attach addendum describing rental terms and options.

Describe common elements and recreational facilities: **N/A**

Project Information for Condominiums (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No

Provide the following information for all Condominium Projects:

Total number of phases _____ Total number of units _____ Total number of units sold **N/A**

Total number of units rented _____ Total number of units for sale _____ Data Source(s) **N/A**

Was the project created by the conversion of existing buildings into a condominium? Yes No If yes, date of conversion: **N/A**

Project Type: Primary Residence Second Home or Recreational Row or Townhouse Garden Midrise Highrise

Condition of the project, quality of construction, unit mix, etc.: **N/A**

Are the common elements completed? Yes No If No, describe status of completion: **N/A**

Are any common elements leased to or by the Home Owners' Association? Yes No If yes, attach addendum describing rental terms and options.

Describe common elements and recreational facilities: **N/A**

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, expressed or implied, regarding this determination.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

4. The appraiser has noted in the appraisal report any adverse conditions (such as, but not limited to, needed repairs, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

5. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

6. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

7. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the report to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

Desktop Underwriter Quantitative Analysis Appraisal Report

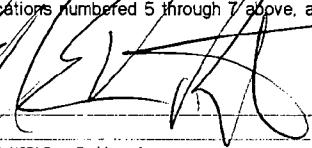
File No.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I performed this appraisal by (1) personally inspecting from the street the subject property and neighborhood and each of the comparable sales (unless I have otherwise indicated in this report that I also inspected the interior of the subject property); (2) collecting, confirming, and analyzing data from reliable public and/or private sources; and (3) reporting the results of my inspection and analysis in this summary appraisal report. I further certify that I have adequate information about the physical characteristics of the subject property and the comparables sales to develop this appraisal.
2. I have researched and analyzed the comparable sales and offerings/listings in the subject market area and have reported the comparable sales in this report that are the best available for the subject property. I further certify that adequate comparable market data exists in the general market area to develop a reliable sales comparison analysis for the subject property.
3. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware, have considered these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them, and have commented about the effect of the adverse conditions on the marketability of the subject property. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
4. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
5. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
6. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
7. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
8. I estimated the market value of the real property that is the subject of this report based on the sales comparison approach to value. I further certify that I considered the cost and income approaches to value, but, through mutual agreement with the client, did not develop them, unless I have noted otherwise in this report.
9. I performed this appraisal as a limited appraisal, subject to the Departure Provision of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in the place as of the effective date of the appraisal (unless I have otherwise indicated in this report that the appraisal is a complete appraisal, in which case, the Departure Provision does not apply).
10. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value. The exposure time associated with the estimate of market value for the subject property is consistent with the marketing time noted in the Neighborhood section of the report. The marketing period concluded for the subject property at the estimated market value is also consistent with the marketing time noted in the Neighborhood section.
11. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. I further certify that no one provided significant professional assistance to me in the development of this appraisal.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have examined the appraisal report for compliance with the Uniform Standards of Professional Appraisal Practice, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 5 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

APPRAISER:

Signature: 
Name: Edward E. Reiter
Company Name: REALTY WORLD - Reiter Agency
Company Address: 500 S. Centre St. P.O. Box 704
Philipsburg, PA 16866
Date of Report/Signature: June 6, 2005
State Certification #: _____
or State License #: BA-001275-L
State: PA
Expiration Date of Certification or License: 6/30/05

ADDRESS OF PROPERTY APPRAISED:

715 Stone Street
Osceola Mills, PA 16666

APPRAISED VALUE OF SUBJECT PROPERTY \$ 91000
EFFECTIVE DATE OF APPRAISAL/INSPECTION 6/3/05

LENDER/CLIENT:

Name: _____
Company Name: Lehman & Kasubick
Company Address: 611 Brisbin St. Houtzdale, PA 16651

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: _____
Name: _____
Company Name: _____
Company Address: _____
Date of Report/Signature: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

SUPERVISORY APPRAISER:

SUBJECT PROPERTY
 Did not inspect subject property
 Did inspect exterior of subject property from street
 Did inspect interior and exterior of subject property
COMPARABLE SALES
 Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street

VERIFICATION

I, the undersigned, verify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

Carolyn Buynak
Carolyn Buynak

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

Instrument Number - 200506694

Recorded On 5/6/2005 At 11:30:03 AM

* Instrument Type - DEED

* Total Pages - 5

Invoice Number - 128970

* Grantor - DUNSMORE, ROBERT M

* Grantee - JOHNSON, DIANE DUNSMORE

* Customer - THOMPSON, DAVID

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

EXHIBIT "A"
1 of 5

MAIL TO:
DAVID R. THOMPSON
Attorney at Law
P.O. Box 587
Philipsburg PA 16866

THIS DEED

MADE, this 14th day of April, in the year two thousand five (2005).

BETWEEN **ROBERT M. DUNSMORE** and **MARY C. DUNSMORE**, his wife, currently of 105 ½ S. Ninth Street, Philipsburg, Pennsylvania, 16666, hereinafter, **GRANTORS** and Party of the First Part,

A
N
D

DIANE DUNSMORE JOHNSON, a married individual, currently of 105 ½ S. Ninth Street, Philipsburg, Pennsylvania, 16866, And **CAROLYN BUYNAK**, a married individual, currently of Frankfurt, Kentucky, as Tenants with Right of Survivorship, hereinafter, **GRANTEEES** and Party of the Second Part,

WITNESSETH: That for and in consideration of the sum of **ONE AND NO/100 (\$1.00) DOLLARS**, in hand paid, the receipt whereof is hereby acknowledged, the said **GRANTORS** do hereby grant and convey to the said **GRANTEEES**, their heirs and assigns,

ALL that certain lot of ground situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

EXHIBIT "A"
2 of 5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION LAW

CAROLYN BUYNAK,

*

No. 06-1639-CD

Plaintiff

*

*

VS.

*

TYPE OF CASE:
Civil Action - Law

*

DIANE DUNSMORE JOHNSON,

*

*

Defendant

*

TYPE OF PLEADING:
Praecipe for Entry of
Appearance

*

FILED ON BEHALF OF:
Defendant

*

*

*

COUNSEL OF RECORD FOR
THIS PARTY:
David R. Thompson, Esquire
Supreme Court I.D. No. 73053
Attorney at Law
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

*

*

FILED *(initials)*

OCT 30 2006

9/8:45 AM

William A. Shaw

Prothonotary/Clerk of Courts

1 CLENE TO FILE

COPY TO C/H

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

CAROLYN BUYNAK,

*

*

Plaintiff

* No. 06-1639-CD

*

vs.

*

*

DIANE DUNSMORE JOHNSON,

*

*

Defendant

*

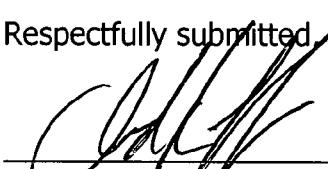
*

PRAECIPE FOR ENTRY OF APPEARANCE

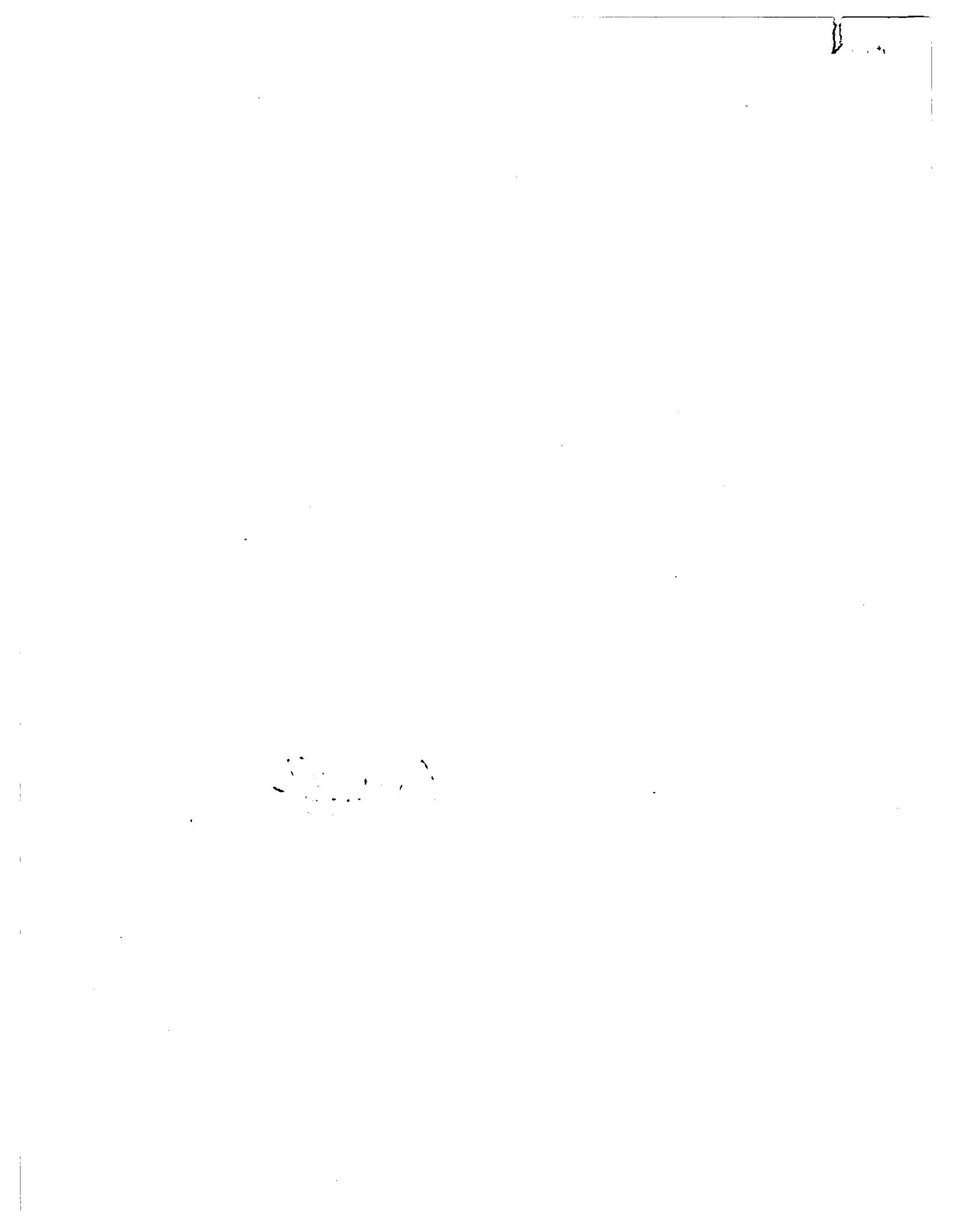
TO THE PROTHONOTARY:

Kindly enter my appearance in the above-captioned matter on behalf of the Defendant, Diane Dunsmore Johnson.

Respectfully submitted



David R. Thompson, Esquire



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

©
COPY

Carolyn Buynak

Vs.
Diane Dunsmore Johnson

No. 2006-01639-CD

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 June 4, 2008, marked:

Settled, discontinued and ended

Record costs in the sum of \$85.00 have been paid in full by Girard Kasubick Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 4th day of June A.D. 2008.

William A. Shaw

cm

William A. Shaw, Prothonotary

FILED

JUN 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

CAROLYN BUYNAK, Plaintiff : No.: 2006-1639-CD
vs. : PARTITION ACTION
DIANE DUNSMORE JOHNSON, Defendant : IN EQUITY

PRAECIPE TO SETTLE AND DISCONTINUE

TO: William A. Shaw, Prothonotary:

Please mark the above-captioned case settled and discontinued and ended.

Dated: June 4, 2008


Girard Kasubick, Esq.,
Attorney for Plaintiff



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

CAROLYN BUYNAK,
Plaintiff

vs.

DIANE DUNSMORE JOHNSON,
Defendant

: No.: 2006-1639-CD
: Type of Case: Partition
: Equity Action
: Type of Pleading:
: Praeclipe to Settle,
: Discontinue, and End
: Filed on behalf of:
: Plaintiff
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

FILED No cc
04.00am 1Cert of
JUN 04 2008 disc issued
to Atty Kasubick

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

CAROLYN BUYNAK,

*

No. 06-1639-CD

Plaintiff

*

*

VS.

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*

*

DIANE DUNSMORE JOHNSON,

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*

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Defendant

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TYPE OF PLEADING:
Certificate of Service

FILED ON BEHALF OF:

Defendant

COUNSEL OF RECORD FOR

THIS PARTY:

David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED
NOV 03 2006
012:58p
William A. Shaw
Prothonotary/Clerk of Courts
I CERT TO ATR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

CAROLYN BUYNAK,

*

No. 06-1639-CD

Plaintiff

*

*

VS.

*

*

*

*

DIANE DUNSMORE JOHNSON,

Defendant

*

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **Praecipe for Entry of Appearance**, in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Carolyn Buynak
c/o Girard Kasubick, Esquire
LEHMAN & KASUBICK
611 Brisbin Street
Houtzdale, PA 16651

DATE: October 31, 2006

BY: _____


David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102008
NO: 06-1639-CD
SERVICE # 1 OF 1
COMPLAINT IN PARTITION

PLAINTIFF: CAROLYN BUYNAK
VS.
DEFENDANT: DIANE DUNSMORE JOHNSON

SHERIFF RETURN

NOW, October 09, 2006, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN PARTITION ON DIANE DUNSMORE JOHNSON.

NOW, October 12, 2006 AT 1:45 PM SERVED THE WITHIN COMPLAINT IN PARTITION ON DIANE DUNSMORE JOHNSON, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
JAN 19 2007
W/3:10 AM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102008
NO: 06-1639-CD
SERVICES 1
COMPLAINT IN PARTITION

PLAINTIFF: CAROLYN BUYNAK
vs.
DEFENDANT: DIANE DUNSMORE JOHNSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	LEHMAN	12636	10.00
SHERIFF HAWKINS	LEHMAN	12636	21.00
CENTRE CO.	LEHMAN	12637	45.50

Sworn to Before Me This

____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE

CENTRE COUNTY

J. L. Lehman & Girard Kasubick

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s) Carolyn Buynak	2. Case Number 06-1639-CD
3. Defendant(s) Diane Dunsmore Johnson	4. Type of Writ or Complaint: Complaint 100933

SERVE → { 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.
Diane Dunsmore Johnson
6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)
105 1/2 S Ninth Street, Philipsburg, PA 16866

7. Indicate unusual service: Reg Mail Certified Mail Deputize Post Other

Now, 20 I, Sheriff of Centre County, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN -- Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator J. L. Lehman & Girard Kasubick	10. Telephone Number	11. Date
	12. Signature	

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title 14. Date Filed 15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to Diane Johnson, on the 12 day of October, 2006, at 1:45 PM o'clock, m., at 105 1/2 S Ninth Street, Philipsburg, PA 16866, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

Defendant(s) personally served.
 Adult family member with whom said Defendant(s) resides(s). Relationship is _____
 Adult in charge of Defendant's residence.
 Manager/Clerk of place of lodging in which Defendant(s) resides(s).
 Agent or person in charge of Defendant's office or usual place of business.
 _____ and officer of said Defendant company.

Other _____

On the _____ day of _____, 20_____, at _____ o'clock, _____ M.

Defendant not found because:

Moved Unknown No Answer Vacant Other _____

Remarks:

Advance Costs 75.00	Docket 9.00	Service 9.00	Sur Charge 0.00	Affidavit 2.50	Mileage 24.00	Postage	Misc. 1.00	Total Costs 45.50	Costs Due or Refund (29.50)
------------------------	----------------	-----------------	--------------------	-------------------	------------------	---------	---------------	----------------------	--------------------------------

17. AFFIRMED and subscribed to before me this _____

So Answer.

18. Signature of Dep. Sheriff

19. Date

20. day of _____ 20_____

10/13/06

23. _____ Notary Public

21. Signature of Sheriff

22. Date

SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 102008

TERM & NO. 06-1639-CD

CAROLYN BUYNAK

COMPLAINT IN PARTITION

vs.

DIANE DUNSMORE JOHNSON

SERVE BY: 11/05/06

MAKE REFUND PAYABLE TO LEHMAN & KASUBICK

SERVE: DIANE DUNSMORE JOHNSON

ADDRESS: 105 1/2 S. NINTH ST., PHILIPSBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, October 09, 2006.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA