

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: Complaint
: 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 *Any pd. 85.00*
01/12/07
OCT 06 2006 *lccshf*
(UN)

William A. Shaw
Prothonotary/Clerk of Courts

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

| | | |
|-------------------------|---|------------------|
| CAROLYN BUYNAC, | : | |
| 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 BUYNAC, | : | |
| 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.

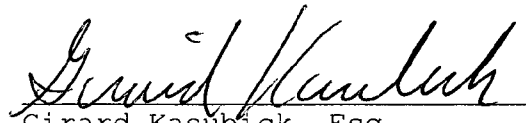
13. Defendant, however, has refused to cooperate in determining each parties share of expenses and to pay her one-half (1/2) share of expenses paid by Plaintiff for upkeep, maintenance, taxes and insurance of the real property subject of this partition action.

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,

A handwritten signature in cursive script, reading "Girard Kasubick", written over a horizontal line.

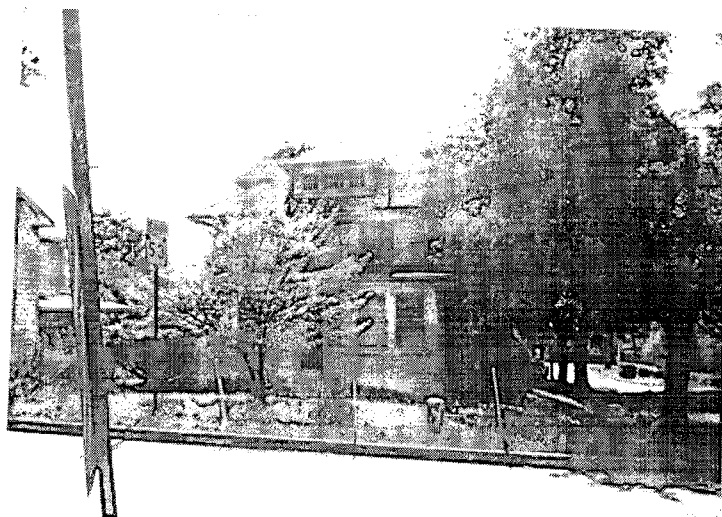
Girard Kasubick, Esq.,
Attorney for Plaintiff

ADDENDUM

The neighborhood is bounded to the south by the Moshannon Creek, to the north by Treziulny 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.



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 BUYNACK**, a married individual, currently of Frankfurt, Kentucky, as Tenants with Right of Survivorship, hereinafter, **GRANTEES** 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 **GRANTEES**, 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:"

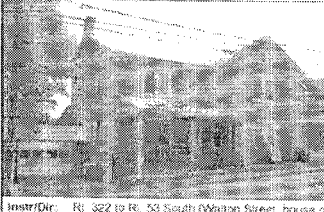
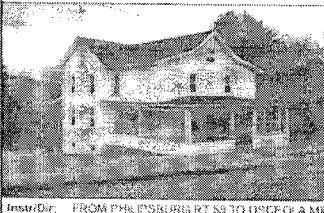
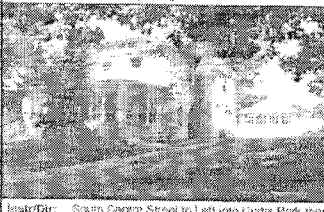
Departure Explanations

EXHIBIT "B"

8 of 9

Realty World Reiter, Agency 814-342-1664

June 6, 2005

| | | |
|--|---|--|
| List #: 00191005 Sold: \$94,900 Coven'ts: COVN Region: CHH Area: PQS 707 Walton Street Philadelphia, PA 19106 | Status: SOLD Sale Dt: 05/03/04 DOM: 143 Area: PQS | Owner: Klinger Gar: ATCH 1 Wtr/Sew: PUBL/PUBL Pos: Room: Floor: Size: Description: KITCH: MNFL 12x9 LVI: MNFL 15x12 DIN: MNFL 12x14 DEN: MNFL 11x11 MAST: 2NDF 16x12 BEDR: 2NDF 10x10 BEDR: 2NDF 11x12 BEDR: 2NDF LAUN: MNFL 11x7 Yr Bld: 1900 Included: Not Incl: refrigerator, washer, dryer School: Philadelphia/Osceola, Philadelphia/Osceola, Philadelphia/Osceola Close: Style: 2STY Lot: .20 AV: Asmts: Taxes: 695 Assoc Fee: City: Sale Fin: FHA Deed BkPg: Instrument # 200115054 List Off/Agt: Realty World Reiter Agency 814-342-1664 / Wanda Ryan 814-342-1664 Sale Off/Agt: RE/MAX Cariba Realty 814-231-8200 / Linda Lowe 235-9107 x 305 Sell Fee: Excl Agcy: BA: 2.7 DIV: NA: DIV: Min |
|  | Inst/Dir: R. 322 to R. 53 South (Walton Street), house on left Very spacious 3 bedroom two story with attached 1 car garage, hardwood floors throughout, must see | |
| List #: 0319112 Sold: \$94,900 Coven'ts: COVN Region: Area: PQS 713 CURTIN STREET Osceola Mills, PA 15666 | Status: SOLD Sale Dt: 04/19/04 DOM: 120 Area: PQS | Owner: JONATHAN & LINDA KOLESAR Gar: Wtr/Sew: PUBL/PUBL Pos: Room: Floor: Size: Description: KITCH: MNFL 11X18 LVI: MNFL 16X16 DIN: MNFL 16X11 BEDR: 2NDF 11X16 BEDR: 2NDF 12X14 BEDR: 2NDF 12X12 FULL: MNFL LAUN: MNFL 5X11 Yr Bld: Included: PANO, RANGE, DISHWASHER Not Incl: REFRIGERATOR School: Osceola Mills, Philadelphia/Osceola, Philadelphia/Osceola Close: Style: 2STY Lot: 100X150 AV: Asmts: Taxes: 650 Assoc Fee: City: PNCE Sale Fin: CONV Deed BkPg: List Off/Agt: Realty World Reiter Agency 814-342-1664 / Edward E. Reiter 814-342-1664 Sale Off/Agt: Realty World Reiter Agency 814-342-1664 / Kitty Katz Sell Fee: Excl Agcy: BA: 2.7 DIV: NA: 2.7 DIV: Min |
|  | Inst/Dir: FROM PHILIPSBURG RT 58 TO OSCEOLA MILLS RIGHT AT TRAFFIC LIGHT .25 MILE ON LEFT CALL REALTY WORLD REITER AGENCY FOR AN APPOINTMENT 814-342-1664 | |
| List #: 0461291 Sold: \$99,000 Coven'ts: COVN Region: PHL Area: PQS 100 Windsor Street Philadelphia, PA 19106 | Status: SOLD Sale Dt: 11/23/04 DOM: 79 Area: PQS | Owner: Hohenbach, Scott M Gar: OTCH 1 Wtr/Sew: PUBL/PUBL Pos: Improp Room: Floor: Size: Description: KITCH: MNFL 13x12 LVI: MNFL 12x14 DIN: MNFL 14x12 MAST: 2NDF 14x11 BEDR: 2NDF 13x11 BEDR: 2NDF 11x11 BEDR: 2NDF 11x11 FULL: 2NDF LAUN: MNFL 8x6 Yr Bld: 1921 Included: Range/Oven, Dishwasher, ceiling fans Not Incl: Fireplace insert and all window treatments are negotiable School: Philadelphia/Osceola, Philadelphia/Osceola, Philadelphia/Osceola Close: Style: 2SS Lot: .28 acres AV: 52330 Asmts: Taxes: 1799 Assoc Fee: City: NONE Sale Fin: Deed BkPg: 29-102-11, 1267-628 List Off/Agt: Kissinger Bigatel & Brown/S 814-238-8080 / Henry Charkas 238-6771 x Sale Off/Agt: Kissinger Bigatel & Brown/S 814-234-4000 / Beth Richards 238-6771 x Sell Fee: Excl Agcy: BA: 2.7 DIV: NA: 1.0 DIV: Min |
|  | Inst/Dir: South Centre Street to Left into Curtis Park then immediate Left onto Windsor Street, Home on Right This could be Philadelphia'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 attic 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! | |

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.

Residential

Page 1

EXHIBIT "B"

9 of 9

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 **SPECIALY 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 D. T. S.

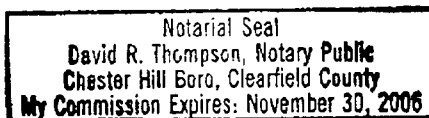
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Clearfield*

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

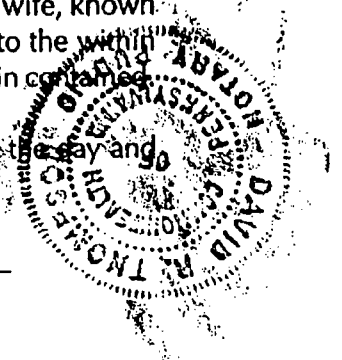


EXHIBIT "A"
5 of 5



FannieMae

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 Special Assessments \$ N/A | | |
| Borrower N/A | | Current Owner Diane Dunsmore Johnson/Carolyn Occupant <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> | | |
| Neighborhood or Project Name Buynak | | Project Type <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> HOA \$ N/A /Mo. N/A | | |
| 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 <input type="checkbox"/> Leasehold <input type="checkbox"/> | | Map Reference 013-379-43 Census Tract 3309 | | |
| Note: Race and the racial composition of the neighborhood are not appraisal factors. | | | | |
| Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural <input type="checkbox"/> | | Property values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining <input type="checkbox"/> | | |
| Built up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% <input type="checkbox"/> | | Demand/supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Over supply <input type="checkbox"/> | | |
| Growth rate <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow <input type="checkbox"/> | | Marketing time <input type="checkbox"/> Under 3 mos. <input checked="" type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos. <input type="checkbox"/> | | |
| 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. | | Single family housing PRICE (if applic.) \$ (000) 15 AGE (yrs) 25 Low 25 High 90 High 90 | | |
| | | Condominium housing PRICE (if applic.) \$ (000) 100 AGE (yrs) 90 Low 90 High 90 | | |
| | | Predominant 65,000 Predominant 65,000 | | |
| 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 <input type="checkbox"/> | | FEMA Map No. | | |
| Utilities Public <input checked="" type="checkbox"/> Other <input type="checkbox"/> | | Off-site Improvements Type <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> | | |
| Electricity <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> | | Street Paved <input checked="" type="checkbox"/> Alley Stone <input checked="" type="checkbox"/> | | |
| Gas <input type="checkbox"/> Sanitary sewer <input type="checkbox"/> Town <input type="checkbox"/> | | Are there any apparent adverse site conditions (esements, encroachments, special assessments, slide areas, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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 (If other, attach description) | | | | |
| <input type="checkbox"/> MLS <input type="checkbox"/> Assessment and tax records <input type="checkbox"/> Prior inspection <input type="checkbox"/> Property owner <input type="checkbox"/> Other: | | | | |
| No. of Stories 2 Design (Style) Conventional Actual Age (Yrs.) 90 yrs Exterior Walls Brick | | Roof Surface Shingle | | |
| Type (Det./Alt.) Det Manufactured House No Effective Age (Yrs.) 30 yrs | | | | |
| 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 <input type="checkbox"/> 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 <input type="checkbox"/> 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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 3 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. |
| City | Osceola Mills, PA | Philipsburg, PA | Osceola Mills, PA | Philipsburg, PA |
| Proximity to Subject | 4 miles | 1/4 mile | 4 miles | 4 miles |
| Sales Price | \$ N/A | \$ 84,900 | \$ 94,900 | \$ 99,000 |
| Price/Gross Liv. Area | \$ N/A | \$ 44.00 | \$ 53.00 | \$ 53.00 |
| Data & Verification Sources | MLS | MLS | MLS | MLS |
| VALUE ADJUSTMENTS | DESCRIPTION | DESCRIPTION + (-) \$ Adjustment | DESCRIPTION + (-) \$ Adjustment | DESCRIPTION + (-) \$ Adjustment |
| 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 -500 | .28 acre -500 |
| 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: Baths | Total Bdrms: Baths | Total Bdrms: Baths | Total Bdrms: Baths |
| Room Count | 7 4 2 1/2 | 7 3 1 | 6 3 2 +2500 | 7 4 1 1/2 +2000 |
| Gross Living Area | 2048 Sq. Ft. | 2026 Sq. Ft. | 1890 Sq. Ft. +948 | 1932 Sq. Ft. +696 |
| Basement Area and | Unfinished | Unfinished | Unfinished | Unfinished |
| Finished Rooms | 800 sq ft | 700 sq ft | 700 sq ft | 700 sq ft |
| Garage/Carport | 2 car | 1 car +2500 | None +3000 | 1 car +2500 |
| Amenities | Fireplace | None +1500 | New wiring New plumbing | Fireplace |
| Net Adj. (total) | X + - \$ 5,953 | X + - \$ 5,948 | X + - \$ 4,696 | |
| Adjusted Sales Price of Comparables | \$ 90,853 | \$ 100,848 | \$ 103,696 | |
| Date, Price and Data | N/A | 5/3/04 MLS \$84,900 | 4/10/04 MLS \$94,900 | 11/23/04 MLS \$99,000 |
| Source for Prior Sales of Subject and Comparables | N/A | \$84,900 | \$94,900 | \$99,000 |
| 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 <input checked="" type="checkbox"/> "as-is" or <input type="checkbox"/> subject to the following repairs, alterations or conditions | | | | |
| BASED ON AN <input type="checkbox"/> EXTERIOR INSPECTION FROM THE PUBLIC STREET OR AN <input checked="" type="checkbox"/> 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.

Project 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

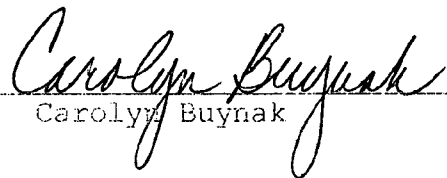
CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

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.

File No.

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

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:**

DAVID THOMPSON
308 WALTON STREET, SUITE 4
P.O. BOX 587
PHILIPSBURG, PA 16866

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 - RECORDER | \$13.00 |
| RECORDER IMPROVEMENT FUND | \$3.00 |
| 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
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, 16666, And **CAROLYN BUYNACK**, a married individual, currently of Frankfurt, Kentucky, as Tenants with Right of Survivorship, hereinafter, **GRANTEES** 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 **GRANTEES**, 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

CIVIL DIVISION LAW

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

copy to C/H

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

CAROLYN BUYNAC,

Plaintiff

vs.

DIANE DUNSMORE JOHNSON,

Defendant

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No. 06-1639-CD

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

D.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Carolyn Buynak

Vs.

No. 2006-01639-CD

Diane Dunsmore Johnson

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, Prothonotary

cm

104

FILED

JUN 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

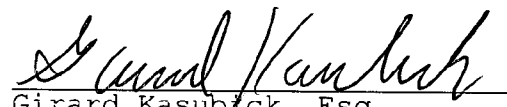
| | | |
|-------------------------|---|-------------------|
| CAROLYN BUYNAC, | : | |
| Plaintiff | : | No.: 2006-1639-CD |
| | : | |
| vs. | : | PARTITION ACTION |
| | : | IN EQUITY |
| | : | |
| DIANE DUNSMORE JOHNSON, | : | |
| Defendant | : | |

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

12

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

CAROLYN BUYNAC,
Plaintiff

vs.

DIANE DUNSMORE JOHNSON,
Defendant

: No.: 2006-1639-CD
: Type of Case: Partition
: Equity Action
: Type of Pleading:
: Praecipe 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
0/4:00am 1 Cert of
JUN 04 2008 discussed
to Atty Kasubick

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

CAROLYN BUYNAC,

Plaintiff

vs.

DIANE DUNSMORE JOHNSON,

Defendant

No. 06-1639-CD

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

0/12:55/c

William A. Shaw

Prothonotary/Clerk of Courts

1 copy to Att

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

CAROLYN BUYNAC,

Plaintiff

VS.

DIANE DUNSMORE JOHNSON,

Defendant

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*
*

No. 06-1639-CD

CERTIFICATE OF SERVICE

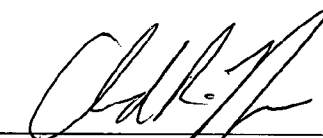
TO THE PROTHONOTARY:

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
6/3/10/1
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 BUYNAC
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

102008

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



AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.
Diane Dunsmore Johnson6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)
105 1/2 S Ninth Street, Philipsburg, PA 168667. Indicate unusual service: ☐ Reg Mail ☐ Certified Mail ☐ Deputize ☐ Post ☐ Other

Now, _____ 20____, I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize 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, 20 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 Defendant
☐ 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 | Docket | Service | Sur Charge | Affidavit | Mileage | Postage | Misc. | Total Costs | Costs Due or Refund |
|---------------|--------|---------|------------|-----------|---------|---------|-------|-------------|---------------------|
| 75.00 | 9.00 | 9.00 | 0.00 | 2.50 | 24.00 | | 1.00 | 45.50 | (29.50) |

| | | |
|--|-----------------------------------|----------------------|
| 17. AFFIRMED and subscribed to before me this _____ | So Answer. | |
| 20. day of _____ 20____ | 18. Signature of Dep. Sheriff | 19. Date 10/13/06 |
| 23. _____ Notary Public | 21. Signature of Sheriff | 22. Date |
| SHERIFF OF CENTRE COUNTY | | |
| My Commission Expires _____ | 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 BUYNACK

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,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA