

07-830-CD
D. Klingensmith et al vs Patricia Aites

Donald Klingensmith et al vs Patricia Aites
2007-830-CD

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

DONALD F. KLINGENSMITH and
BARBARA L. KLINGENSMITH

Plaintiffs,

vs.

PATRICIA AITES

Defendant.

NO. 07 - 830 - C.D.

Type of Case: CIVIL

Type of Pleading:
COMPLAINT IN EJECTMENT

Filed on Behalf of: PLAINTIFFS

Counsel of Record:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

25 EAST PARK AVENUE
SUITE 6
DUBOIS, PA 15801
(814) 375-1044

July 12, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
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William A. Straw
Deputy Prothonotary

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MAY 30 2007
11:07 AM
Pitt. pd. 85.00
1cc Atty Mohney
1cc Sheriff
William A. Straw
Prothonotary/Clerk of Courts

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

DONALD F. KLINGENSMITH and	:	NO. 07 -	- C.D.
BARBARA L. KLINGENSMITH,	:		
	:	Type of Case: CIVIL	
Plaintiffs,	:		
	:		
vs.	:		
	:		
PATRICIA AITES,	:		
	:		
Defendant.	:		

NOTICE TO DEFEND

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 CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

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

DONALD F. KLINGENSMITH and	:	NO. 07 -	- C.D.
BARBARA L. KLINGENSMITH,	:		
	:	Type of Case: CIVIL	
Plaintiffs,	:		
	:		
vs.	:		
	:		
PATRICIA AITES,	:		
	:		
Defendant.	:		

COMPLAINT IN EJECTMENT

AND NOW, comes the Plaintiffs, **DONALD F. KLINGENSMITH and BARBARA L. KLINGENSMITH**, who files the following Complaint in Ejectment and in support thereof, the following is averred:

1. Plaintiffs are adult individuals with a mailing address of P.O. Box 129, DuBois, Clearfield County, Pennsylvania.
2. Defendant **PATRICIA AITES** is an adult individual with a last known address of 613 Locust Street, DuBois, Clearfield County, Pennsylvania.
3. Plaintiffs are the record owners of 613 Locust Street, DuBois, Clearfield County, Pennsylvania (hereinafter referred to as the "premises").
4. Defendant has possession of the premises under an Installment Sales Land Contract dated April 1, 2006. A copy of the Installment Land Sales Contract (hereinafter referred to as the "Contract") is attached to this Complaint, marked Exhibit "A".

COUNT I – EJECTMENT

5. Paragraphs 1 through 4, inclusive, are incorporated herein by reference and as if set forth at length.

6. The Contract obligates the defendant, amongst other things, to:

- a. pay plaintiffs' mortgage payments as they become due;
- b. timely pay all taxes and assessments against the property as they become due;
- c. pay the homeowners insurance premiums on the premises; and
- d. keep the premises maintained and in good repair.

7. Defendant has failed to fulfill all of her obligations averred in Paragraph 6 of this Complaint.

8. The Contract provides that if defendant fails to do any of the items averred in Paragraph 6 of this Complaint, Sellers have the right to terminate the Contract upon thirty (30) days notice, after which plaintiffs are entitled to immediate possession of the Premises.

9. Defendant has no right to cure under the Contract.

10. Thirty days' written notice of termination was sent to defendant by letter of plaintiffs dated March 12, 2007 and again to defendant's counsel by the undersigned by letter dated April 4, 2007. Copies of the aforementioned letters are attached to this Complaint, marked collectively as Exhibit "B".

11. Despite the termination of the Contract by plaintiffs effective April 15, 2007, defendant has failed and refused to vacate and surrender the Premises to plaintiffs.

WHEREFORE, Plaintiffs request that this Court enter a judgment in their favor and against defendant for possession of 613 Locust Street, Dubois, Clearfield County, Pennsylvania.

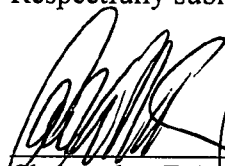
COUNT II – DAMAGES

12. Paragraphs 1 through 11, inclusive, of this Complaint are incorporated herein by reference and as if set forth at length.
13. Plaintiffs claim damages in an amount to be determined for defendant's failure to pay plaintiffs' monthly mortgage, utilities, taxes, assessments as agreed upon up until the termination of the Contract.
14. Plaintiffs claim damages in an amount to be determined for defendant's failure to maintain the Premises as agreed upon, and for damages to the Premises beyond what is determined to be ordinary and reasonable.
15. Plaintiffs claim damages for the defendant's unlawful detention of the Premises from the date of termination of the Contract up to and including the time of trial, less any sums received under the Contract since the date of termination of the Contract.

WHEREFORE, plaintiffs request that this Court enter judgment in their favor against defendant in an amount to be determined at the time of trial.

Respectfully submitted,

By:

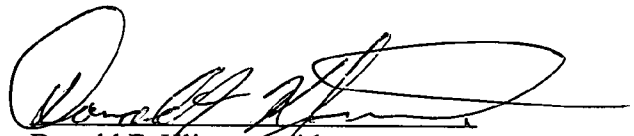


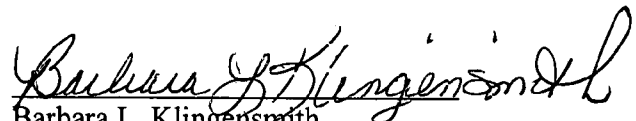
Christopher E. Mohnhey, Esquire
Attorney for the Plaintiff
25 East Parke Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

VERIFICATION

We, DONALD F. KLINGENSMITH and BARBARA L. KLINGENSMITH, being duly authorized to make this verification, have read the foregoing Complaint in Ejectment. The statements therein are correct to the best of our personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.


Donald F. Klingensmith


Barbara L. Klingensmith

Installment Sale Land Contract

FILED COPY

This agreement, made this 1st day of April, 2006 by and between Donald F. & Barbara L. Klingensmith at 613 Locust St. PO Box 129 DuBois, PA 15801 as party of the first part, hereinafter referred to as 'SELLER'.

AND

Patricia Aites of 613 Locust St. DuBois, PA 15801, as party of the second part, hereinafter referred to as "PURCHASER".

Whereas, Seller (Donald & Barbara Klingensmith) are owner of a certain lot or parcel of land with a residential dwelling situated in the city of DuBois, Clearfield County, DuBois, PA.

Whereas, Seller agrees to sell and Purchaser agrees to purchase the aforescribe premises for the purchase price set forth below and on the terms and conditions hereinafter set forth.

Now, therefore, in the consideration of mutual covenants and promises herein contained the parties here to agree as follows:

1. The purchase price of the "Premises" shall be Twenty One Thousand (\$21,000) Dollars which shall be made payable to National City bank in the amount of \$16,863.53 in monthly installments of \$227.99. Then the balance to Donald and Barbara of \$4136.47 in monthly installments of \$200.00.
2. Payments must be made at the date the bank has scheduled.
3. Title to the "Premises" shall be reserved by the Seller until the purchase price is fully paid and the contract fully preformed by Purchaser.
4. All real estate taxes after January 1, 2006 shall be paid by the Purchasers. Seller shall be solely responsible for any taxes prior to January 1, 2006. And the Purchaser shall be solely responsible and pay, when due, all taxes and assessments against the property commencing there after.
5. Purchaser shall be responsible for the cost of Homeowners' insurance on the "Premises" which because of this agreement is in the Sellers name and the Seller hereby agrees that upon any loss that they shall cooperate with the Purchaser so that payments of any insurance proceeds will be paid to first the Seller any money still owed for the purchase of said property the balance to be paid to the Purchaser.
6. Purchaser is also responsible for all repairs to the said property as well as any costs implied due to maintaining the outside of the home.
7. If Purchaser fails to comply with the set forth agreement the Seller has the right to terminate the agreement. Seller must give a written 30 day notice to the Purchaser, after notice, Seller at their option may elect to declare this agreement rescinded and terminated, and all rights of the Purchaser

EXHIBIT "A"

thereunder, forfeited. On the final rescission of this agreement and termination of Purchaser rights, Seller shall be entitled to immediate possession of the "Premises" and shall have the right to re-entry without additional notice.

8. In the event of death of Sellers, the Purchaser will maintain said property as his, not to be sold or distributed to other members in the family as community property.

Donald F. Klingensmith 4/1/06
Donald F. Klingensmith Seller Date

Barbara L. Klingensmith 4/1/06
Barbara L. Klingensmith Seller Date

Patricia Aites 4-1-06
Patricia Aites Purchaser Date

Patricia Aites
613 Locust St.
DuBois, Pa. 15801

THE COPY

30 Day written notice to vacate premises at 613 Locust St. DuBois, Pa. 15801

As per our phone conversation on February 28, 2007, you told me "to give you 30 days and you would be out". My answer was to, "Consider this your 30 days". Making it March 30, 2007 the end of your 30 day notice.

Reason for notice from our point of view.

- 1) #2 in the agreement, house payments were to be made at the time the bank had set forth. Payments were late on at least 2 occasions.
- 2) #5 of the agreement, home owners insurance was to be paid by you. I reminded you the due date of the insurance at least ½ a dozen times and still you didn't come up with any money till 3 days past due. And some of that money was to be paid on utilities that had gone unpaid.
- 3) #6 of the agreement, you were responsible for repairs to the house. No repairs were done except to the basement door (which was not an emergency). However, you had the inside part of the porch roof removed taking the support from the already weak roof, and had nothing more done with it causing it to be dangerous.

Then on March 12, 2007 you tell me that #7 of our agreement said I am to give you a written 30 day notice. Yes, our agreement says that. But you are the one who gave me a 30 day notice I just acknowledged your 30 days. As per our prior conversation.

As of April 1, 2007 possession of the house at 613 Locust St. DuBois, Pa. goes back to Donald F. Klingensmith II. He will be moving his things in between March 15, 2007 and April 1, 2007. I have already asked you to make room for his belongings prior to this notice. Thank you.

Barbara L Klingensmith

Date

 3/12/07

Donald F Klingensmith

Date

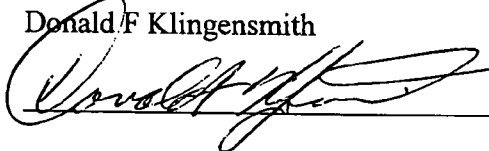
 3/12/07

EXHIBIT "B"

CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

25 EAST PARK AVENUE

SUITE 6

DUBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

FILE COPY

April 4, 2007

J. Michael Mondok, Esquire
MidPenn Legal Services
232 East Pitt Street
Bradford, PA 15522

RE: Installment Sale Land Contract of
Donald F. and Barbara L. Klingensmith and
Patricia Aites

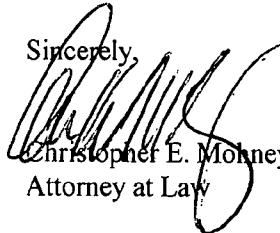
Dear Mr. Mondok:

Please be advised that I represent Mr. and Mrs. Klingensmith. They have given me a copy of your March 19, 2007 letter, and I, respectfully, disagree with your client's position. Enclosed with this letter is a copy of the Installment Sale Land Contract signed by Ms. Aites, and also a thirty (30) day written notice to vacate personally served on Ms. Aites on March 16, 2007. This is not a landlord/tenant matter, and Ms. Aites is in violation of the Installment Sale Land Contract for failing to make payments in a timely manner and failing to maintain the property. Pursuant to paragraph 7 of the Installment Sale Land Contract, Mr. and Mrs. Klingensmith have elected to enforce their right to terminate the Agreement, hence the thirty (30) day written notice given Ms. Aites. I would also point out that the thirty (30) day written notice was given to Ms. Aites at her invitation.

In any event, my clients remain of the position that Ms. Aites has to vacate the premises on or before the end of the day on April 15, 2007. She should remove all her personal effects, and leave the premises in the same condition it was delivered to her.

As for the property of Donald F. Klingensmith, II that is at the residence, he will gladly remove the property, but only if Ms. Aites will accept communications from him so he can set up a time and place to appear and remove the property. He will not enter the property without her prior knowledge and agreement of his appointment to retrieve possession of his personal property.

Sincerely,



Christopher E. Mohney
Attorney at Law

CEM:lle
Enclosure

cc: Mr. and Mrs. Donald F. Klingensmith

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

DONALD F. KLINGENSMITH and
BARBARA L. KLINGENSMITH

Plaintiffs,

vs.

PATRICIA AITES

Defendant.

: NO. 07 - 830 - C.D.

: Type of Case: CIVIL

: Type of Pleading: PRAECIPE TO
: REINSTATE COMPLAINT

: Filed on Behalf of: PLAINTIFFS

: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE

: SUPREME COURT NO.: 63494

: 25 EAST PARK AVENUE
: SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED *Attg pd. 7.00*
9/12/07
JUL 12 2007 *1 Compl. Reinstated to Sheriff*
William A. Shaw
Prothonotary/Clerk of Courts *3 Compl. Reinstated to Attg*
GC

UP

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

DONALD F. KLINGENSMITH and
BARBARA L. KLINGENSMITH,

Plaintiffs,

vs.

PATRICIA AITES,

Defendant.

: NO. 07 - 830 - C.D.

:
: Type of Case: CIVIL

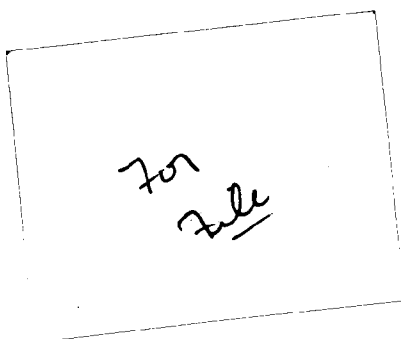
:
: Type of Pleading: MOTION FOR ENTRY
: OF FINAL DECREE PURSUANT TO PA.
: R.C.P. 1037

:
: Filed on Behalf of: PLAINTIFFS

:
: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE

:
: SUPREME COURT NO.: 63494

:
: 25 EAST PARK AVENUE
: SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044



FILED 2cc
0/9/3/07
SEP 07 2007 Atty Mohney
William A. Shaw
Prothonotary/Clerk of Courts

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

DONALD F. KLINGENSMITH and	:	NO. 07 - 830 - C.D.
BARBARA L. KLINGENSMITH,	:	
	:	Type of Case: CIVIL
Plaintiffs,	:	
	:	
vs.	:	
	:	
PATRICIA AITES,	:	
	:	
Defendant.	:	

MOTION FOR ENTRY OF FINAL DECREE
PURSUANT TO PA. R.C.P. 1037

AND NOW, comes Plaintiffs, DONALD F. KLINGENSMITH and BARBARA L. KLINGENSMITH, by their attorney, CHRISTOPHER E. MOHNEY, ESQUIRE, and hereby moves this Honorable Court for the entry of a Final Decree against Defendant PATRICIA AITES, pursuant to Pa. R.C.P. 1037, and in support hereof avers as follows:

1. The Plaintiffs, DONALD F. KLINGENSMITH and BARBARA L. KLINGENSMITH, are adult individuals with a mailing address of P. O. Box 129, DuBois, Clearfield County, Pennsylvania, 15801.

2. Defendant PATRICIA AITES is an adult individual with a last known address of 613 Locust Street, DuBois, Clearfield County, Pennsylvania 15801.

3. Plaintiffs are vested with legal title to the premises commonly known as 613 Locust Street, DuBois, Clearfield County, Pennsylvania, 15801, (hereinafter referred to as the "premises") by virtue of Deed recorded in Clearfield County Record Book as Instrument No. 200009175.

4. Defendant has(had) possession of the premises under an Installment Land Sales Contract, Dated April 1, 2006; Plaintiffs believe and therefore aver, that Defendant has vacated the premises.

5. Defendant is in breach of the Installment Land Sales Contract, and Plaintiffs thus filed a Complaint in Ejectment on May 30, 2007, to the within case number.

6. In its action for ejectment, Plaintiffs also filed a separate count for money damages.

7. Defendant was served with certified copy of the Complaint in Ejectment on July 31, 2007, as is (or will be) confirmed by Return of Sheriff filed (or to be filed) by the Sheriff of Clearfield County.

8. The Installment Land Sales Contract attached to the Complaint in Ejectment provides that upon default, Plaintiffs have the right to terminate the Contract upon thirty (30) days notice, after which Plaintiffs are entitled to immediate possession of the premises.

9. Defendant has no right to cure under the Installment Land Sales Contract.

10. Thirty (30) days written notice of termination was sent to Defendant by letter of Plaintiffs dated March 12, 2007, and again to Defendant by the undersigned by letter dated April 4, 2007. Copies of the aforementioned letters are attached to the Complaint as Exhibit "B".

11. Defendant has no valid legal right to possess the premises.

12. Defendant does not have permission to possess the premises.

13. Plaintiffs claim the right to possession of the premises to the exclusion of the Defendant.

14. On August 23, 2007, Plaintiffs caused an Important Notice to be served on Defendant, a copy of which Important Notice and Certificate of Mailing are attached hereto and marked Exhibit "A".

15. Defendant has not filed a defense or other responsive pleading to the Complaint in Ejectment, nor has Defendant otherwise caused an appearance to be entered of record.

16. Pennsylvania Rule of Civil Procedure 1037 relating to "Judgment Upon Default" provides:

(c) In all cases, the Court, on motion of a party, may enter an appropriate judgment against a party upon default or admission.

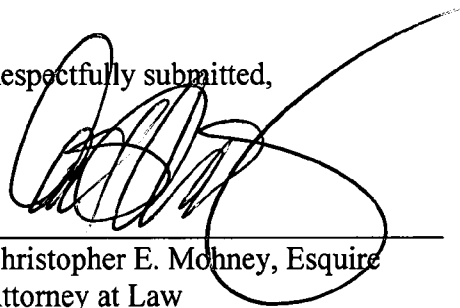
(d) In all cases in which equitable relief is sought, the Court shall enter an appropriate Order upon the judgment of default or admission and may take testimony to assist in its decision and in framing the Order.

17. As a result of Defendant's failure to file an answer or other response to Plaintiffs' Complaint, Plaintiffs hereby request the Court to enter an appropriate Final Decree pursuant to Pa. R.C.P. 1037.

WHEREFORE, Plaintiffs DONALD F. KLINGENSMITH and BARBARA L. KLINGENSMITH respectfully requests the Court to enter the Final Decree annexed hereto.

Respectfully submitted,

By:



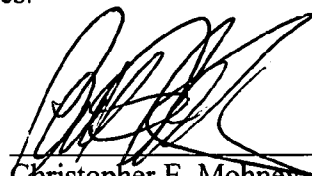
Christopher E. Mohny, Esquire
Attorney at Law

VERIFICATION

I, CHRISTOPHER E. MOHNEY, ESQUIRE, as counsel for Plaintiffs KLINGENSMITH and BARBARA L. KLINGENSMITH, being duly authorized to make this verification, have read the foregoing MOTION FOR ENTRY OF FINAL DECREE PURSUANT TO PA. R.C.P. 1037. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

By:



Christopher E. Mohney, Esquire

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

DONALD F. KLINGENSMITH and
BARBARA L. KLINGENSMITH,

PLAINTIFFS,

vs.

PATRICIA AITES,

DEFENDANT.

: NO. 07 - 830 - C.D.

: Type of Case: CIVIL

TO: PATRICIA AITES
613 Locust Street
DuBois, PA 15801

DATE OF NOTICE: AUGUST 22, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

BY: 

Christopher E. Mohnhey, Esquire
Attorney for Plaintiff
I.D. #63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Christopher E. Mohny, Esquire	
25 East Park Avenue, Suite 6	
DuBois, PA 15801	
One piece of ordinary mail addressed to:	
Ms. Patricia Aites	
613 Locust Street	
DuBois, PA 15801	

PS Form 3817, January 2001

USA 10c
American Clock

USA 17c
USA First-Class

DUBOIS PA 15801
2007

USA 17c
USA First-Class

USA 17c
USA First-Class

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

DONALD F. KLINGENSMITH and
BARBARA L. KLINGENSMITH,

Plaintiffs,

vs.

PATRICIA AITES,

Defendant.

NO. 07 - 830 - C.D.

Type of Case: CIVIL

FINAL DECREE

AND NOW, this _____ day of _____, 2007, upon consideration of Plaintiff's Motion for the Entry of Final Decree Pursuant to Pa. R.C.P. 1037, and any response thereto, it is hereby **ORDERED, DETERMINED AND DECLARED** that:

1. The Motion is GRANTED;
2. The Plaintiff are, by this Order, awarded a judgment for possession of the premises commonly known as 613 Locust Street, DuBois, Clearfield County, Pennsylvania, 15801, more fully and legally described in Clearfield County Deed and Record Book as Instrument No. 200009175.

BY THE COURT,

, President Judge

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

DONALD F. KLINGENSMITH and
BARBARA L. KLINGENSMITH,

Plaintiffs,

vs.

PATRICIA AITES,

Defendant.

: NO. 07 - 830 - C.D.

:
: Type of Case: CIVIL

:
: Type of Pleading: MOTION FOR
: DEFAULT JUDGMENT FOR
: DEFENDANT'S FAILURE TO ANSWER
: COMPLAINT UNDER PA. R.C.P. 1037(c)

:
: Filed on Behalf of: PLAINTIFFS

:
: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE

:
: SUPREME COURT NO.: 63494

:
: 25 EAST PARK AVENUE
: SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED

019:34/51
SEP 07 2007

2cc
Atty Mohney

William A. Shaw
Prothonotary/Clerk of Courts

(60)

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

DONALD F. KLINGENSMITH and	:	NO. 07 - 830 - C.D.
BARBARA L. KLINGENSMITH,	:	
	:	Type of Case: CIVIL
Plaintiffs,	:	
	:	
vs.	:	
	:	
PATRICIA AITES,	:	
	:	
Defendant.	:	


ORDER

AND NOW, upon Plaintiffs' Motion for Default Judgment for Defendant's Failure to Answer Complaint under Pa. R.C.P. 1037(c), a hearing to assess damages is set for the 16th day of October, 2007, at 10:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse.

It is the FURTHER ORDER of this Court that upon consideration of Plaintiff's Motion for Default Judgment for Defendant's Failure to Answer Complaint, said Motion is granted and that judgment upon default be entered in favor of Plaintiffs, DONALD F. KLINGENSMITH and BARBARA L. KLINGENSMITH, against Defendant, PATRICIA AITES, which damages to be assessed at trial.

BY THE COURT:

FILED ^{acc}
03:03:01 Amy Mohney
SEP 11 2007
William A. Shaw
Prothonotary/Clerk of Courts


9-11-07

DATE: 9/11/07

☒ You are responsible for serving all appropriate parties.

___ The Prothonotary's office has provided service to the following parties:

___ Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) ___ Defendant(s) Attorney

___ Special Instructions:

FILED

SEP 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

DONALD F. KLINGENSMITH and	:	NO. 07 - 830 - C.D.
BARBARA L. KLINGENSMITH,	:	
	:	Type of Case: CIVIL
Plaintiffs,	:	
	:	
vs.	:	
	:	
PATRICIA AITES,	:	
	:	
Defendant.	:	

MOTION FOR DEFAULT JUDGMENT FOR DEFENDANT'S
FAILURE TO ANSWER COMPLAINT UNDER PA. R.C.P. 1037(c)

AND NOW, comes Plaintiffs, DONALD F. KLINGENSMITH and BARBARA L. KLINGENSMITH, by their undersigned attorney, move this Honorable Court pursuant to Pa. R.C.P. 1037(c), for entry of default judgment against Defendant, PATRICIA AITES, and in support aver the following:

1. Plaintiffs commenced this action on May 30, 2007, by the filing of a Complaint in Ejectment, which included counts for possession of the subject premises and also for money damages alleged to have been caused to the premises by Defendant.
2. Defendant was served with certified copy of the Complaint on or about July 31, 2007, as is (or will be) confirmed by Return of Service filed (or to be filed) by the Clearfield County Sheriff.
3. Defendant has failed to file written response to Plaintiffs' Complaint in Ejectment, nor has Defendant caused an appearance to be entered of record or otherwise responded to the Complaint.

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

DONALD F. KLINGENSMITH and
BARBARA L. KLINGENSMITH,

PLAINTIFFS,

vs.

PATRICIA AITES,

DEFENDANT.

NO. 07 - 830 - C.D.

Type of Case: CIVIL

TO: PATRICIA AITES
613 Locust Street
DuBois, PA 15801

DATE OF NOTICE: AUGUST 22, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

BY: 

Christopher E. Mohny, Esquire
Attorney for Plaintiff
I.D. #63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		Affirmation of Postage	
Christopher E. Mohny, Esquire		23 2007	
25 East Park Avenue, Suite 6		USA First-Class	
DuBois, PA 15801		23 2007	
One piece of ordinary mail addressed to:		USA First-Class	
Ms. Patricia Aites		23 2007	
613 Locust Street		USA First-Class	
DuBois, PA 15801		23 2007	

PS Form 3817, January 2001



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

DONALD F. KLINGENSMITH and
BARBARA L. KLINGENSMITH

Plaintiffs,

vs.

PATRICIA AITES

Defendant.

: NO. 07 - 830 - C.D.

:
: Type of Case: CIVIL

:
: Type of Pleading:
: CERTIFICATE OF SERVICE

:
: Filed on Behalf of: PLAINTIFFS

:
: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE

:
: SUPREME COURT NO.: 63494

:
: 25 EAST PARK AVENUE
: SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED^{NO} CC
013.0160
SEP 14 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

DONALD F. KLINGENSMITH and
BARBARA L. KLINGENSMITH,

Plaintiffs,

vs.

PATRICIA AITES,

Defendant.

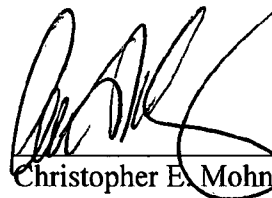
: NO. 07 - 830 - C.D.
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: Type of Case: CIVIL
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CERTIFICATE OF SERVICE

I, **CHRISTOPHER E. MOHNEY, ESQUIRE**, do hereby certify that on this 14th day of September, 2007, I caused to be served, certified true and correct copy of Motion for Entry of Final Decree Pursuant to Pa. R.C.P. 1037 and Motion for Default Judgment for Defendant's Failure to Answer Complaint under Pa. R.C.P. 1037(c) by First Class United States Mail, postage prepaid, on the following:

Ms. Patricia Aites
613 Locust Street
DuBois, PA 15801

By:



Christopher E. Mohney, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102989
NO: 07-830-CD
SERVICE # 1 OF 1
COMPLAINT IN EJECTMENT

PLAINTIFF: DONALD F. KLINGENSMITH and BARBARA L. KLINGENSMITH
vs.
DEFENDANT: PATRICIA AITES

SHERIFF RETURN

NOW, July 31, 2007 AT 11:35 AM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON PATRICIA AITES DEFENDANT AT 613 LOCUST ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARY HARRIS, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

FILED
OCT 11 2007

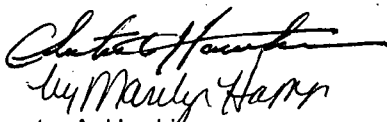
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KLINGENSMITH	1083	10.00
SHERIFF HAWKINS	KLINGENSMITH	1083	27.84

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102850**

DONALD F. KLINGENSMITH and BARBARA L. KLINGENSMITH

Case # 07-830-CD

vs.

PATRICIA AITES

TYPE OF SERVICE COMPLAINT IN EJECTMENT

SHERIFF RETURNS

NOW October 10, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN EJECTMENT "NOT FOUND" AS TO PATRICIA AITES, DEFENDANT. SEVERAL ATTEMPTS, WOULD NOT ANSWER THE DOOR.

SERVED BY: /

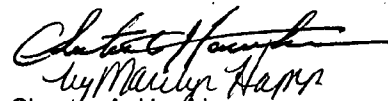
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KLINGENSMITH	1351	10.00
SHERIFF HAWKINS	KLINGENSMITH	1351	90.00

Sworn to Before me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

FILED
01/10/17
OCT 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

DONALD F. KLINGENSMITH and
BARBARA L. KLINGENSMITH

Plaintiffs,

vs.

PATRICIA AITES

Defendant.

NO. 07 - 830 - C.D.

Type of Case: CIVIL

Type of Pleading:
COMPLAINT IN EJECTMENT

Filed on Behalf of: PLAINTIFFS

Counsel of Record:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

25 EAST PARK AVENUE
SUITE 6
DUBOIS, PA 15801
(814) 375-1044

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

MAY 30 2007

Attest.

William A. B...
Prothonotary/
Clerk of Courts

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

DONALD F. KLINGENSMITH and	:	NO. 07 -	- C.D.
BARBARA L. KLINGENSMITH,	:		
	:	Type of Case: CIVIL	
Plaintiffs,	:		
	:		
vs.	:		
	:		
PATRICIA AITES,	:		
	:		
Defendant.	:		

NOTICE TO DEFEND

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 CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

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

DONALD F. KLINGENSMITH and	:	NO. 07 -	- C.D.
BARBARA L. KLINGENSMITH,	:		
	:	Type of Case: CIVIL	
Plaintiffs,	:		
	:		
vs.	:		
	:		
PATRICIA AITES,	:		
	:		
Defendant.	:		

COMPLAINT IN EJECTMENT

AND NOW, comes the Plaintiffs, **DONALD F. KLINGENSMITH and BARBARA L. KLINGENSMITH**, who files the following Complaint in Ejectment and in support thereof, the following is averred:

1. Plaintiffs are adult individuals with a mailing address of P.O. Box 129, DuBois, Clearfield County, Pennsylvania.
2. Defendant **PATRICIA AITES** is an adult individual with a last known address of 613 Locust Street, DuBois, Clearfield County, Pennsylvania.
3. Plaintiffs are the record owners of 613 Locust Street, DuBois, Clearfield County, Pennsylvania (hereinafter referred to as the "premises").
4. Defendant has possession of the premises under an Installment Sales Land Contract dated April 1, 2006. A copy of the Installment Land Sales Contract (hereinafter referred to as the "Contract") is attached to this Complaint, marked Exhibit "A".

COUNT I – EJECTMENT

5. Paragraphs 1 through 4, inclusive, are incorporated herein by reference and as if set forth at length.

6. The Contract obligates the defendant, amongst other things, to:

- a. pay plaintiffs' mortgage payments as they become due;
- b. timely pay all taxes and assessments against the property as they become due;
- c. pay the homeowners insurance premiums on the premises; and
- d. keep the premises maintained and in good repair.

7. Defendant has failed to fulfill all of her obligations averred in Paragraph 6 of this Complaint.

8. The Contract provides that if defendant fails to do any of the items averred in Paragraph 6 of this Complaint, Sellers have the right to terminate the Contract upon thirty (30) days notice, after which plaintiffs are entitled to immediate possession of the Premises.

9. Defendant has no right to cure under the Contract.

10. Thirty days' written notice of termination was sent to defendant by letter of plaintiffs dated March 12, 2007 and again to defendant's counsel by the undersigned by letter dated April 4, 2007. Copies of the aforementioned letters are attached to this Complaint, marked collectively as Exhibit "B".

11. Despite the termination of the Contract by plaintiffs effective April 15, 2007, defendant has failed and refused to vacate and surrender the Premises to plaintiffs.

WHEREFORE, Plaintiffs request that this Court enter a judgment in their favor and against defendant for possession of 613 Locust Street, Dubois, Clearfield County, Pennsylvania.

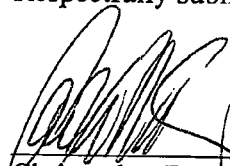
COUNT II – DAMAGES

12. Paragraphs 1 through 11, inclusive, of this Complaint are incorporated herein by reference and as if set forth at length.
13. Plaintiffs claim damages in an amount to be determined for defendant's failure to pay plaintiffs' monthly mortgage, utilities, taxes, assessments as agreed upon up until the termination of the Contract.
14. Plaintiffs claim damages in an amount to be determined for defendant's failure to maintain the Premises as agreed upon, and for damages to the Premises beyond what is determined to be ordinary and reasonable.
15. Plaintiffs claim damages for the defendant's unlawful detention of the Premises from the date of termination of the Contract up to and including the time of trial, less any sums received under the Contract since the date of termination of the Contract.

WHEREFORE, plaintiffs request that this Court enter judgment in their favor against defendant in an amount to be determined at the time of trial.

Respectfully submitted,

By:

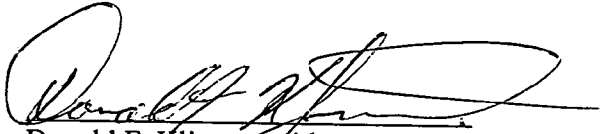


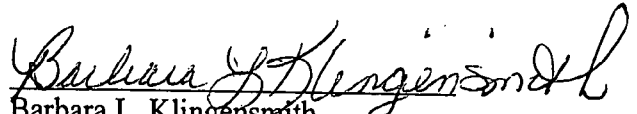
Christopher E. Mohnhey, Esquire
Attorney for the Plaintiff
25 East Parke Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

VERIFICATION

We, DONALD F. KLINGENSMITH and BARBARA L. KLINGENSMITH, being duly authorized to make this verification, have read the foregoing Complaint in Ejectment. The statements therein are correct to the best of our personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.


Donald F. Klingensmith


Barbara L. Klingensmith

Installment Sale Land Contract

This agreement, made this 1st day of April, 2006 by and between Donald F. & Barbara L. Klingensmith at 613 Locust St. PO Box 129 DuBois, PA 15801 as party of the first part, hereinafter referred to as 'SELLER'.

AND

Patricia Aites of 613 Locust St. DuBois, PA 15801, as party of the second part, hereinafter referred to as "PURCHASER".

Whereas, Seller (Donald & Barbara Klingensmith) are owner of a certain lot or parcel of land with a residential dwelling situated in the city of DuBois, Clearfield County, DuBois, PA.

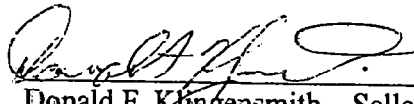
Whereas, Seller agrees to sell and Purchaser agrees to purchase the aforescribe premises for the purchase price set forth below and on the terms and conditions hereinafter set forth.

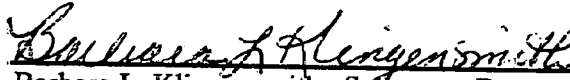
Now, therefore, in the consideration of mutual covenants and promises herein contained the parties here to agree as follows:


1. The purchase price of the "Premises" shall be Twenty One Thousand (\$21,000) Dollars which shall be made payable to National City bank in the amount of \$16,863.53 in monthly installments of \$227.99. Then the balance to Donald and Barbara of \$4136.47 in monthly installments of \$200.00.
2. ~~Payments must be made at the date the bank has scheduled.~~
3. Title to the "Premises" shall be reserved by the Seller until the purchase price is fully paid and the contract fully preformed by Purchaser.
4. All real estate taxes after January 1, 2006 shall be paid by the Purchasers. ~~Seller shall be solely responsible for any taxes prior to January 1, 2006. And the Purchaser shall be solely responsible and pay, when due, all taxes and assessments against the property commencing there after.~~
5. ~~Purchaser shall be responsible for the cost of Homeowners' insurance on the "Premises" which because of this agreement is in the Sellers name and the Seller hereby agrees that upon any loss that they shall cooperate with the Purchaser so that payments of any insurance proceeds will be paid to first the Seller any money still owed for the purchase of said property the balance to be paid to the Purchaser.~~
6. ~~Purchaser is also responsible for all repairs to the said property as well as any costs implied due to maintaining the outside of the home.~~
7. If Purchaser fails to comply with the set forth agreement the Seller has the right to terminate the agreement. Seller must give a written 30 day notice to the Purchaser, after notice, Seller at their option may elect to declare this agreement rescinded and terminated, and all rights of the Purchaser

thereunder, forfeited. On the final rescission of this agreement and termination of Purchaser rights, Seller shall be entitled to immediate possession of the "Premises" and shall have the right to re-entry without additional notice.

8. In the event of death of Sellers, the Purchaser will maintain said property as his, not to be sold or distributed to other members in the family as community property.

 4/1/06
Donald F. Klingensmith Seller Date

 4/1/06
Barbara L. Klingensmith Seller Date

 4-1-06
Patricia Aites Purchaser Date

Patricia Aites
613 Locust St.
DuBois, Pa. 15801

30 Day written notice to vacate premises at 613 Locust St. DuBois, Pa. 15801

As per our phone conversation on February 28, 2007, you told me "to give you 30 days and you would be out". My answer was to, "Consider this your 30 days". Making it March 30, 2007 the end of your 30 day notice.

Reason for notice from our point of view.


- 1) #2 in the agreement, house payments were to be made at the time the bank had set forth. Payments were late on at least 2 occasions.
- 2) #5 of the agreement, home owners insurance was to be paid by you. I reminded you the due date of the insurance at least ½ a dozen times and still you didn't come up with any money till 3 days past due. And some of that money was to be paid on utilities that had gone unpaid.
- 3) #6 of the agreement, you were responsible for repairs to the house. No repairs were done except to the basement door (which was not an emergency). However, you had the inside part of the porch roof removed taking the support from the already weak roof, and had nothing more done with it causing it to be dangerous.

Then on March 12, 2007 you tell me that #7 of our agreement said I am to give you a written 30 day notice. Yes, our agreement says that. But you are the one who gave me a 30 day notice I just acknowledged your 30 days. As per our prior conversation.

As of April 1, 2007 possession of the house at 613 Locust St. DuBois, Pa. goes back to Donald F. Klingensmith II. He will be moving his things in between March 15, 2007 and April 1, 2007. I have already asked you to make room for his belongings prior to this notice. Thank you.

Barbara L Klingensmith

Date

 3/12/07

Donald F Klingensmith

Date

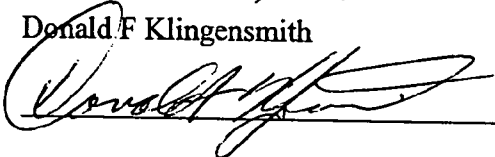
 3/12/07

EXHIBIT "B"

CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

25 EAST PARK AVENUE

SUITE 6

DuBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

April 4, 2007

J. Michael Mondok, Esquire
MidPenn Legal Services
232 East Pitt Street
Bradford, PA 15522

RE: Installment Sale Land Contract of
Donald F. and Barbara L. Klingensmith and
Patricia Aites

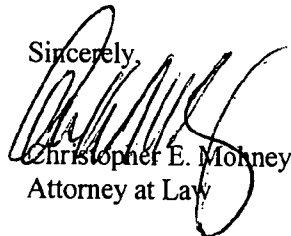
Dear Mr. Mondok:

Please be advised that I represent Mr. and Mrs. Klingensmith. They have given me a copy of your March 19, 2007 letter, and I, respectfully, disagree with your client's position. Enclosed with this letter is a copy of the Installment Sale Land Contract signed by Ms. Aites, and also a thirty (30) day written notice to vacate personally served on Ms. Aites on March 16, 2007. This is not a landlord/tenant matter, and Ms. Aites is in violation of the Installment Sale Land Contract for failing to make payments in a timely manner and failing to maintain the property. Pursuant to paragraph 7 of the Installment Sale Land Contract, Mr. and Mrs. Klingensmith have elected to enforce their right to terminate the Agreement, hence the thirty (30) day written notice given Ms. Aites. I would also point out that the thirty (30) day written notice was given to Ms. Aites at her invitation.

In any event, my clients remain of the position that Ms. Aites has to vacate the premises on or before the end of the day on April 15, 2007. She should remove all her personal effects, and leave the premises in the same condition it was delivered to her.

As for the property of Donald F. Klingensmith, II that is at the residence, he will gladly remove the property, but only if Ms. Aites will accept communications from him so he can set up a time and place to appear and remove the property. He will not enter the property without her prior knowledge and agreement of his appointment to retrieve possession of his personal property.

Sincerely,



Christopher E. Mohney
Attorney at Law

CEM:lle
Enclosure

cc: Mr. and Mrs. Donald F. Klingensmith

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONALD F. KLINGENSMITH and :
BARBARA L. KLINGENSMITH :

-VS-


PATRICIA AITES

No. 07-830-CD

O R D E R

AND NOW, this 16th day of October, 2007, this being the date set for evidentiary hearing on Plaintiffs' Motion for Default Judgment, with the Court noting that the Defendant has failed to appear, and upon the taking of testimony, it is the ORDER of this Court that the Motion for Default Judgment be and is hereby granted. Damages are set in favor of the Plaintiffs and against the Defendant in the amount of Five Thousand Nine Hundred Four Dollars and Forty-Six (\$5,904.46) Cents.

BY THE COURT,



President Judge

6K
FILED 2CC Atty/Mohney
01/3/08
OCT 17 2007 2CC Def.-
6013 Locust St.
Clearfield, PA
William A. Shaw
Prothonotary/Clerk of Courts
110830

FILED

OCT 17 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/17/07

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

W. A. Shaw
FILED

10:50am
OCT 26 2007

William A. Shaw
Prothonotary/Clerk of Courts

*remailed to
613 Locust St
Du Bois 15801*

Patricia Aites
613 Locust Street
Clearfield, PA 16830

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IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONALD F. KLINGENSMITH and :
BARBARA L. KLINGENSMITH :

-VS-

PATRICIA AITES

No. 07-830-CD

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BY THE COURT,

/S/ Fredric J Ammerman

President Judge

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

OCT 17 2007

Attest.

William A. Allen
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONALD F. KLINGENSMITH and :
BARBARA L. KLINGENSMITH :

-VS-

PATRICIA AITES

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No. 07-830-CD

O R D E R

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BY THE COURT,

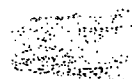
/S/ Fredric J Ammerman

President Judge

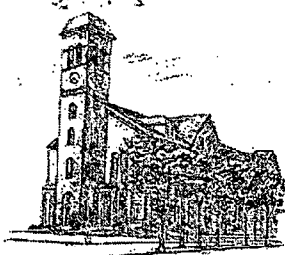
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 17 2007

Attest.



William L. Ammerman
Prothonotary/
Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 Phone: (814) 765-2641 Ext. 1330 Fax: (814) 765-7659 www.clearfieldco.org

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 10/17/07

_____ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

_____ Plaintiff(s) X Plaintiff(s) Attorney _____ Other

X Defendant(s) _____ Defendant(s) Attorney

_____ Special Instructions:

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

DONALD F. KLINGENSMITH and
BARBARA L. KLINGENSMITH,

Plaintiffs,

vs.

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Defendant.

NO. 07 - 830 - C.D.

Type of Case: CIVIL

Type of Pleading: PRAECIPE FOR
ENTRY OF JUDGMENT

Filed on Behalf of: PLAINTIFFS

Counsel of Record:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

25 EAST PARK AVENUE
SUITE 6
DUBOIS, PA 15801
(814) 375-1044

FILED No CC

NOV 27 2007 11:04 AM Attg pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

Notice to Def.

Statement to

Attg

GR

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

DONALD F. KLINGENSMITH and	:	NO. 07 - 830 - C.D.
BARBARA L. KLINGENSMITH,	:	
	:	Type of Case: CIVIL
Plaintiffs,	:	
	:	
vs.	:	
	:	
PATRICIA AITES,	:	
	:	
Defendant.	:	

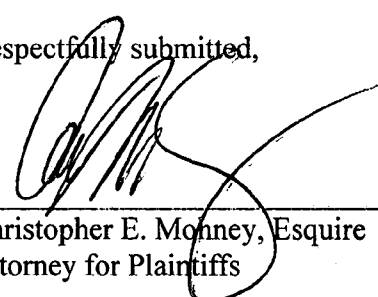
PRAECIPE FOR ENTRY OF JUDGMENT

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Please enter judgment in favor of the Plaintiffs and against the Defendant on the attached decision of the Court dated October 16, 2007, rendered following trial without jury, no timely Post-Trial Motions or Notice of Appeal having been filed.

Respectfully submitted,

By:



Christopher E. Monney, Esquire
Attorney for Plaintiffs

Mohney

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONALD F. KLINGENSMITH and :
BARBARA L. KLINGENSMITH :

-VS-

No. 07-830-CD

PATRICIA AITES :

O R D E R

AND NOW, this 16th day of October, 2007, this being the date set for evidentiary hearing on Plaintiffs' Motion for Default Judgment, with the Court noting that the Defendant has failed to appear, and upon the taking of testimony, it is the ORDER of this Court that the Motion for Default Judgment be and is hereby granted. Damages are set in favor of the Plaintiffs and against the Defendant in the amount of Five Thousand Nine Hundred Four Dollars and Forty-Six (\$5,904.46) Cents.

BY THE COURT,

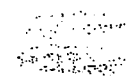
/S/ Fredric J Ammerman

President Judge

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

OCT 17 2007

Attest.



William L. Shaw
Prothonotary/
Clerk of Courts

FILED

NOV 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLARKE COUNTY, PENNSYLVANIA
CLERK OF COURTS - LAW

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

DONALD F. KLINGENSMITH and
BARBARA L. KLINGENSMITH,

Plaintiffs,

vs.

PATRICIA AITES,

Defendant.

:
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:

NO. 07 - 830 - C.D.

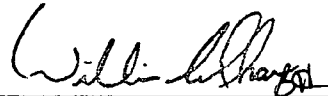
Type of Case: CIVIL

NOTICE OF JUDGMENT

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$5,904.46 on November 27, 2007.

WILLIAM A. SHAW, PROTHONOTARY

By:



~~Deputy~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Donald F. Klingensmith
Barbara L. Klingensmith
Plaintiff(s)

No.: 2007-00830-CD

Real Debt: \$5,904.46

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Patricia Aites
Defendant(s)

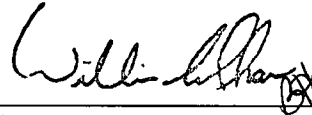
Entry: \$20.00

Instrument: Court-Ordered Judgment

Date of Entry: November 27, 2007

Expires: November 27, 2012

Certified from the record this 27th day of November, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney