

07-1483-CD

Kelly Wentz al vs David E. Deshong

Civil Other-COUNT

Date		Judge
9/10/2007	New Case Filed.	No Judge
	Filing: Quiet Title Action, situated in Goshen Township Paid by: O'Brien, Baric & Scherer Receipt number: 1920619 Dated: 09/10/2007 Amount: \$95.00 (Check) 1CC shff.	No Judge
10/31/2007	Objections, filed by s/ David and Elaine Deshong. 1CC Def.	No Judge
11/30/2007	Certificate of Readiness for Non-Jury Trial, filed by s/David A. Baric, Esq. Two CC Attorney Baric	No Judge
12/3/2007	Order, this 3rd day of Dec., 2007, it is Ordered that Pre-trial conference shall be held on the 4th day of Jan, 2008 in Chambers at 10:30 a.m. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Baric; 1CC Def. - 443 South Centre St., Philipsburg, PA 16866	Fredric Joseph Ammerman
1/4/2008	Order, This 4th day of Jan., 2008, it is Ordered that a one-half day Non-Jury Trial is scheduled for the 1st day of May, 2008 at 9:00 a.m. in Courtroom 1. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Baric; 1CC Def. - 443 S. Centre St., Philipsburg, PA 16866	Fredric Joseph Ammerman
1/25/2008	Sheriff Return, September 14, 2007, Sheriff of Centre County was deputized. September 28, 2007 at 7:10 am Served the within Complaint Action to Quiet Title on David E. Deshong inmate #06-1090, defendant. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by O'Brien \$31.00 Centre Co. costs pd by O'Brien \$24.00	Fredric Joseph Ammerman
2/20/2008	Petition to Set Escrow Amount and Quiet Title, filed by s/ David A. Baric, Esquire. 2CC Atty. Baric	Fredric Joseph Ammerman
2/22/2008	Rule to Show Cause, NOW, this 22nd day of Febraury 2008, upon consideration for the foregoing Petition, it is hereby ORDERED that: The Respondent shall file an Answer to the Petition within 10 days of this date; Argument shall be held on the 5th day of March 2008 at 11:30 am Courtroom No. 1 of the Clearfield County Courthouse; and Notice of entry of this Order shall be provided to all parties by the Petitioners. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1 CC to Judge Ammerman's to fax to Atty Baric. and 1CC Atty Baric.	Fredric Joseph Ammerman
2/29/2008	Answer to Petition to Set Escrow Amount and Quiet Title, filed by s/ John R. Carfley, Esquire. 3CC Atty. Carfley	Fredric Joseph Ammerman
	Certificate of Service, filed. That on the 29th day of Febraury 2008 served a copy of Defendant's Request for Production of Documents by first class mail to David A. Baric Esq., filed by s/ John R. Carfley Esq. No CC.	Fredric Joseph Ammerman
3/5/2008	Order, this 5th day of March, 2008, following hearing on Plaintiffs' Petition to Set Escrow Amount and Quiet Title and Defendant's Answer to Petition to Set Escrow Amount and Quiet Title, and after hearing, it is Ordered that Plaintiffs' Petition to Set Escrow Amount and quiet Title is Granted and Plaintiffs may convey their interest in the real property at issue. Defendant, his heirs, personal representative, successors and assigns are forever barred from asserting any right, title or interest in or to the real property. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Atty. Carfley, 1CC to Atty. Baric	Fredric Joseph Ammerman
4/25/2008	Motion for Continuance, filed by Atty. Carfley 2 Cert. to Atty.	Fredric Joseph Ammerman

Michael R. McNaul
Robert G. McNaul

TO:

ELEANOR M. NIXON

LEON C CARBERRY

HANNAH R. SLOCUM

COUNTY NATIONAL BANK

DAVID MCNAUL

JARED MCNAUL

SELMA A. JOHNSON

ANNA M. MARTINEZ

SALLY M. GOSS

MARTHA L. MCNAUL

RICHARD GATTUSO

VIRGINIA MCNAUL

DAVID W. MCNAUL

PATRICIA M. BENDER

GEORGE E. BENDER

MICHAEL D. MCNAUL

ALLAN A. MCNAUL

ANN ARGO

RALPH MONACO

ARDATH MORGAN

SONYA LEA MCNAUL

SONYA LEA HART

WILLIAM D. MCNAUL

FRANCES A. GATTUSO

JOHN M. DERR

ROBERT A. DERR

JENINE MCNAUL CAMPBELL

RICHARD PELUSE

KATHRYN COLLORD

BARBARA J. MCNAUL

MARTHA JANE SPINELLI

MICHAEL R. MCNAUL

ROBERT G. MCNAUL

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 5/13/2008

Date: 8/7/2008

Clearfield County Court of Common Pleas

User: LMILLER

Time: 10:31 AM

ROA Report

Page 2 of 2

Case: 2007-01483-CD

Current Judge: Fredric Joseph Ammerman

Kelly L. Wentz, James A. Wentz vs. David E. DeShong

Civil Other-COUNT

Date		Judge
4/25/2008	Order, this 25th day of april, 2008, it is Ordered that the hearing scheduled for May 1, 2008 at 9:00 a.m. is continued until the 13th day of August, 2008 at 1:30 p.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Carfley (will serve)	Fredric Joseph Ammerman
7/21/2008	Motion For Continuance, filed by s/ David A. Baric, Esquire. 2CC Atty. Baric	Fredric Joseph Ammerman
7/23/2008	Order, this 22nd day of July, 2008, Motion for Continuance of Non-Jury Trial is Denied. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Baric, Carfley	Fredric Joseph Ammerman
8/6/2008 <i>up to me</i>	Motion for Summary Judgment, filed by s/ John R. Carfley Esq. 2CC Atty Carfley.	Fredric Joseph Ammerman

KELLY L. WENTZ
and JAMES A. WENTZ,
Plaintiffs

v.

DAVID E. DESHONG,
Defendant

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: NO. 2007 - 1483-CD CIVIL TERM
:
:
: ACTION TO QUIET TITLE

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 claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, 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.

Clearfield County Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

FILED *Att'y pd. 095.00*
m/45000
SEP 10 2007 *ICC Sheriff*
William A. Shaw
Prothonotary/Clerk of Courts

KELLY L. WENTZ
and JAMES A. WENTZ,
Plaintiffs

v.

DAVID E. DESHONG,
Defendant

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
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COMPLAINT

AND NOW, comes Plaintiffs, Kelly L. Wentz and James A. Wentz, by and through their attorneys, O'BRIEN, BARIC & SCHERER, and file the within Complaint to Quiet Title against the Defendant, David E. DeShong, and in support thereof, set forth the following:

1. Plaintiffs, Kelly L. Wentz and James A. Wentz, wife and husband, are adult individuals and reside at 290 North Old Stone House Road, Carlisle, Cumberland County, Pennsylvania.

2. Defendant, David E. DeShong, is an adult individual and is currently being detained in the Centre County Prison, 700 Rishel Hill Road, Bellefonte, Centre County, Pennsylvania.

3. On October 16, 1997, Defendant sold to Plaintiff, Kelly L. Wentz, the following described real property (hereinafter, "the Property"):

ALL THAT CERTAIN piece or parcel of land situate, lying and being Goshen Township, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a 3/8" rebar (set) and at a 1" iron pipe (found) which point marks a common corner with lands retained by David E. DeShong, lands of John R. and Sandra L. Shirey, and lands of John E. and Theresa R. McMillan; thence along lands of DeShong North 55° 46' 58" West, a distance of 397.84 feet to a 3/8" rebar (set) on the corner of lands now or formerly of A.C.E. Rentals of Phillipsburg, Inc.; thence North 55° 46' 58" West, a distance of 57.00 feet to a 3/8" rebar (set) on a 30' drive leading to the Caledonia Pike; thence along the same North 26° 00' 00" East, a distance of 208.00 feet to a 1-1/3" iron pipe (found) on line of

lands now or formerly of Darlene L. Fannin, Keith McCall and Bruce A. McCall; thence South 69° 00' 00" East, a distance of 416.00 feet to a 1-1/3" iron pipe (found) on the corner of lands now or formerly of Steve Humenik and John E. and Theresa R. McMillan; thence along line of a lands now or formerly of McMillan, South 19° 06' 37" West, a distance of 311.37 feet to a 3/8" rebar (set) and a 1" iron pipe (found) and place of beginning. Being Lot No. 1 on the Minor Subdivision of the David E. DeShong land prepared by Yost Surveying.

TOGETHER WITH a ten foot easement or right of way for access to two springs located on the residual property, Lot No. 2, which right of way and springs are more fully depicted on the Plot Plan recorded in Map File No. 1362.

BEING part of the same premises granted and conveyed unto the Grantor herein by deed of Ellsworth A. Woods, et. al. dated the 19th day of October, 1994, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed and Records Book Volume 1638, Page 601.

4. A true and correct copy of the Deed to the Property is attached hereto and incorporated herein and marked as Exhibit "A."
5. On October 17, 1997, the Deed to the Property was recorded in Clearfield County, Deed Book Volume 1880, Page 375.
6. On October 16, 1997, Plaintiff, Kelly L. Wentz, purchased the Property from Defendant for consideration in the amount of thirty-five thousand dollars (\$35,000.00).
7. Plaintiff, Kelly L. Wentz, obtained Seller/Defendant financing on the purchase of thirty thousand dollars (\$30,000.00) at an annual interest rate of ten percent (10%) for a term of ten (10) years.
8. A true and correct copy of the Mortgage to the Property is attached hereto and incorporated herein and marked as Exhibit "B."
9. Because the Mortgage is due to be satisfied September 17, 2007, Plaintiffs requested a payoff statement from Defendant on May 18, 2007 and again on August 9, 2007.

10. On both occasions, Defendant refused to provide Plaintiffs with a payoff figure and further has refused to accept Plaintiffs' proffered payoff calculations.

11. From the outset of the Mortgage, Plaintiffs and Defendant agreed upon a standard monthly mortgage payment of \$396.45.

12. Plaintiffs made monthly payments from November 1997 through December 2006.

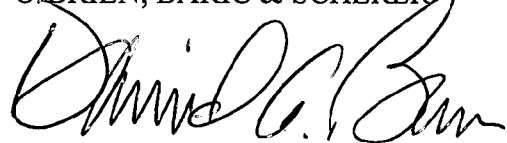
13. Accordingly, Plaintiffs calculate the payoff figure to be \$3,964.50 for monthly payments of \$396.45 from January 2007 through the end of the mortgage term, October 2007.

14. Plaintiffs are in the process of selling the Property and need to be given a payoff figure from Defendant, or, in the alternative, Defendant needs to accept Plaintiffs' proffered payoff figure of \$3,964.50.

WHEREFORE, Plaintiffs respectfully request that this Court enter a decree forever barring Defendant, his heirs, personal representatives and assigns, from asserting any right, title or interest in or to the Property unless, within twenty (20) days from the date of the service of this Complaint, Defendant or his heirs, personal representatives or assigns answers this Complaint and provides Plaintiffs with a payoff statement on the Mortgage or Defendant accepts Plaintiffs' proffered payoff figure and Plaintiffs further request that this Court award Plaintiffs their attorney fees and costs.

Respectfully submitted,

O'BRIEN, BARIC & SCHERER

A handwritten signature in black ink, appearing to read "David A. Baric", is written over a horizontal line.

David A. Baric, Esquire
I.D. No. 44853
19 West South Street
Carlisle, Pennsylvania 17013
(717) 249-6873

Attorney for Plaintiffs

KELLY L. WENTZ
and JAMES A. WENTZ,
Plaintiffs

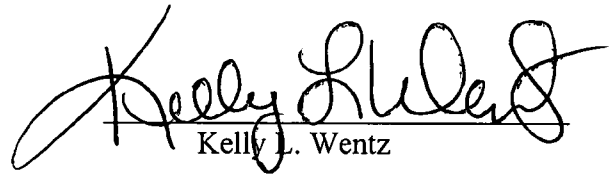
v.

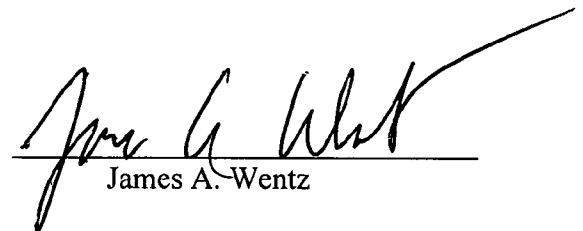
DAVID E. DESHONG,
Defendant

: IN THE COURT OF COMMON PLEAS OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: NO. 2007 – _____ CIVIL TERM
:
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VERIFICATION

We, Kelly L. Wentz and James A. Wentz, Plaintiffs, verify that the statements made in the foregoing Complaint are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.


Kelly L. Wentz


James A. Wentz

Dated: 29th of August, 2007

EXHIBIT “A”

THIS DEED

MADE THIS 16th day of *October*, in the year
nineteen hundred and ninety-seven.

BETWEEN DAVID E. DESHONG, an individual, of P. O. Box
531, Philipsburg, Centre County, Pennsylvania, GRANTOR AND PARTY OF
THE FIRST PART,

A N D

L.
KELLY/WENTZ, an individual, of 171 Fairview Drive, Carlisle,
Pennsylvania, GRANTEE AND PARTY OF THE SECOND PART.

WITNESSETH That in consideration of THIRTY-FIVE THOUSAND
(\$35,000.00) DOLLARS, in hand paid, the receipt whereof is hereby
acknowledged, the said Grantor does hereby grant and convey to the
said Grantee, her heirs and assigns.

ALL that certain piece or parcel of land situate, lying and being
in Goshen Township, Clearfield County, Pennsylvania, bounded and
described as follows:

BEGINNING at a 3/8" rebar (set) and at a 1" iron pipe (found) which
point marks a common corner with lands retained by David E.
DeShong, lands of John R. and Sandra L. Shirey, and lands of John
E. and Theresa R. McMillan; thence along lands of DeShong North 55°
46' 58" West a distance of 397.84 feet to a 3/8" rebar (set) on the
corner of lands now or formerly of A.C.E. Rentals of Philipsburg,
Inc.; thence North 55° 46' 58" West a distance of 57.00 feet to a
3/8" rebar (set) on a 30' drive leading to the Caledonia Pike;
thence along the same North 26° 00' 00" East a distance of 208.00
feet to a 1 1/3" iron pipe (found) on line of lands now or formerly
of Darlene L. Fannin, Keith McCall and Bruce A. McCall; thence
South 69° 00' 00" East a distance of 416.00 feet to a 1 1/3" iron
pipe (found) on the corner of lands now or formerly of Steve
Humenik and John E. and Theresa R. McMillan; thence along line of
lands now or formerly of McMillan, South 19° 06' 37" West a
distance of 311.37 feet to a 3/8 rebar (set) and a 1" iron pipe
(found) and place of beginning. Being Lot No. 1 on the Minor
Subdivision of the David E. DeShong land prepared by Yost
Surveying.

TOGETHER WITH A TEN FOOT EASEMENT OR RIGHT OF WAY FOR ACCESS TO TWO
SPRINGS LOCATED ON THE RESIDUAL PROPERTY, LOT NO. 2, WHICH RIGHT OF
WAY AND SPRINGS ARE MORE FULLY DEPICTED ON THE PLOT PLAN RECORDED
IN MAP FILE NO. 1362.

BEING part of the same premises granted and conveyed unto the Grantor herein by deed of Ellsworth A. Woods, et. al. dated the 19th day of October, 1994, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Book Volume 1638, Page 601.

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:

John A. Rife *Kelly J. Wertz*

This 16th day of October 1997

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).

AND THE SAID Grantor will specially WARRANT AND FOREVER DEFEND the property hereby conveyed.

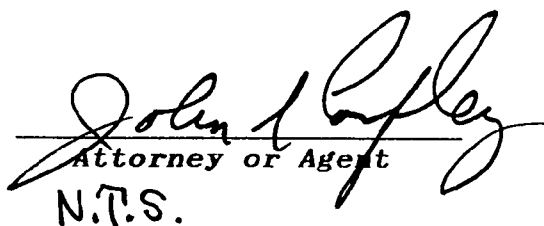
IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

David E. DeShong (Seal)
David E. DeShong

CETIFICATE OF RESIDENCE

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

171 Fairview Drive
Carlisle, Pa., 17013

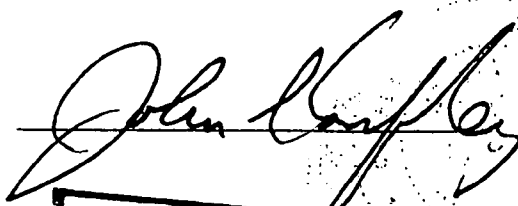
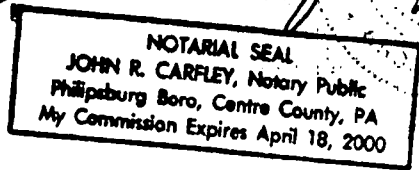

Attorney or Agent
N.T.S.

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CENTRE :

On this, the 16th day of October, 1997, before me, the undersigned officer, personally appeared David E. DeShong known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.



NOTARIAL SEAL
JOHN R. CARFLEY, Notary Public
Philpsburg Boro, Centre County, PA
My Commission Expires April 18, 2000

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

RECORDED in the Office for Recording of Deeds, etc. in and for
said County, in Deeds & Records Book No. Page.

WITNESS my hand and official seal this day of , 19 .

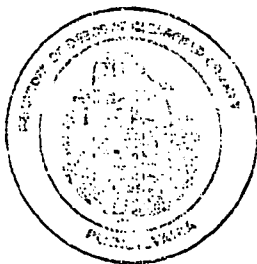
CLEARFIELD AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

Recorder of Deeds

AMOUNT \$ 350.00
PAID 10-17-97 KAREN L. STARCK
Date Agent

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX OCT 17 97 350.00

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:01 PM 10-17-97
BY John C. [Signature]
FEES 13.50
Karen L. Starck, Recorder

Entered of Record Oct 17 1997 : 12:01 PM Karen L. Starck, Recorder

EXHIBIT “B”



Know all Men by these Presents,

THAT KELLY WENTZ of 171 Fairview Drive, Carlisle, Pa., 17013
held and firmly bound unto DAVID E. DESHONG
in the sum of -----THIRTY THOUSAND (\$30,000.00)

----- lawful money of the United States of America, to be
paid to the said Obligee, his certain attorney, executors, administrators or assigns. To which
payment, well and truly to be made do es bind herself

her heirs,

executors and administrators, and every of them, firmly by these presents. Sealed with her
seal. Dated the 16th day of October in the year of our
Lord one thousand nine hundred ninety-seven.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Obligor, her heirs,
executors or administrators, or any of them, shall and do well and truly pay, or cause to be paid, unto the
said Obligee, his certain attorney, executors, administrators, or assigns, the sum of
-----THIRTY THOUSAND (\$30,000.00)----- Dollars,
with interest thereon at the rate of Ten (10%) percent per annum upon
the unpaid principal balance, the said principal and interest to be
paid within Ten (10) Years in monthly installments of \$396.46 each,
commencing on the 16th day of November, 1997, and continuing on
the same day of each month thereafter, provided that unless sooner
paid, the principal and interest shall be paid on the 16th day of
October, 2007, part of each installment payment to be applied
to the interest then due on the unpaid balance of said principal sum
and the balance thereof to be applied in reduction of said principal
sum and upon the performance of all of the terms, covenants and
conditions therein contained, all of which are incorporated herein by
reference.

without any fraud or further delay, and also from time to time, and at all times, until payment of the said
principal sum be made, as aforesaid, keep the building erected and to be erected upon the land
described in the Mortgage accompanying this bond insured for the benefit of the Mortgagee, in some
good and reliable Stock Insurance Company or Companies, to the amount of at lease
and take out no insurance on said building not
marked for the benefit of the Mortgagee, then the above obligation to be void, or else to be and remain
in full force and virtue.

AND the further condition of this obligation is such, that if at any time default shall be made in the payment of principal and interest as aforesaid, for the space of thirty (30) days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said Obligor, her heirs, executors, administrators or assigns, then, and in such case, the said principal sum shall, at the option of the said Obligee, his certain attorney, executors, administrators or assigns, become due; and payment for the same with the interest and cost of insurance due thereon, as aforesaid, together with an attorney's commission of 15 per cent, on the said principal sum, besides costs of suit, may be enforced and recovered at once; anything herein contained to the contrary thereof in anywise notwithstanding.

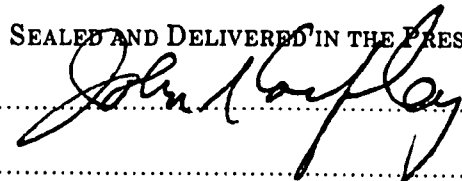
AND FURTHER Obligor

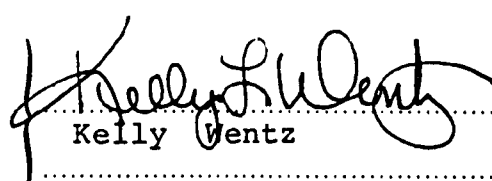
empower any Attorney of any Court of Record of the Commonwealth of Pennsylvania to appear for her and, with or without a declaration filed in her

name, to confess a judgment or judgments in favor of the above-mentioned Obligee, his executors, administrators or assigns and against obligor

for the penal sum above mentioned, with costs of suit, with a full release of all errors, and without stay of execution after any default as aforesaid. And obligor also waive the right of inquisition upon any real estate which may be levied upon to collect the said sum, and obligor do hereby voluntarily condemn the same, and authorize a writ of execution to be issued upon the judgment obtained upon this obligation, or by virtue of the warrant of attorney hereto attached, or an action of mortgage foreclosure properly commenced upon the accompanying indenture of mortgage. And the said Obligor do hereby waive and release the said Obligee, his executors, administrators and assigns, the benefit and advantage of all laws now in force, or that may be passed, exempting property, either real or personal, or both, from levy and sale under any execution that may be issued, for the collection of the said judgment.

SEALED AND DELIVERED IN THE PRESENCE OF





Kelly Wentz

[Seal]

[Seal]

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Kelly L Wentz
(Plaintiff)

CIVIL ACTION

(Street Address)

No. 2007-1483

Type of Case: CD Civil Term

(City, State ZIP)

Type of Pleading: objecting

VS.

Filed on Behalf of:

Daved E Deshong
(Defendant)

David Deshong
(Plaintiff/Defendant)

443 South Centre St.
(Street Address)

Philipsburg Pa. 16866
(City, State ZIP)

Dave & Elaine Deshong
(Filed by)

443 South Centre St
(Address)

(814) 342-4268
(Phone) Cell 814-777-3846

[Signature]
(Signature)

Elaine M Deshong

FILED
OCT 31 2007

William A. Shaw
Prothonotary/Clerk of Courts

Court of Common Pleas of Clearfield County
Pennsylvania

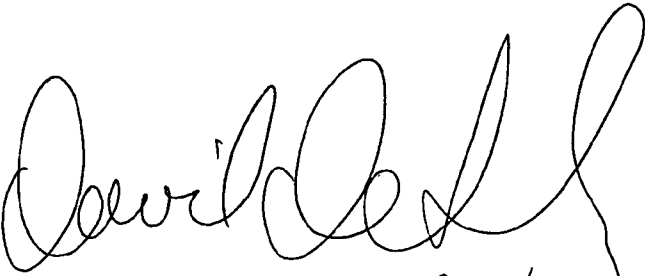
10-31-07

To whom it Concerns

defendant David E Deshong is Fileing objections
towards the Action to Quiet title, plaintiff
being Kelly wentz, reason is of none
payments that was Agreed upon the original
agreement between them, then when she did
try to by the property without Dave E Deshong,
Signature and Finalizing the original agreement
She has reached his wife Elaine M. Deshong
which informed her he was incarcerated
in Centre County Correctional Facilities in
Bellfonte, Take not to stop the Quiet
act title For Kelly wentz plaintiff Under these
conditions.

Kelly Wentz Layer

David A Baric Esquire
19 West South Street
Carlisle, Pa 17013
phone (717) 249-6873


Elaine M. Deshong

KELLY L. WENTZ
and JAMES A. WENTZ,
Plaintiffs,

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

: NO. 2007-1483-CD CIVIL TERM
:

v.

DAVID E. DESHONG,
Defendant

: ACTION TO QUIET TITLE
:

TO: David E. Deshong
443 South Centre Street
Philipsburg, Pennsylvania 16866

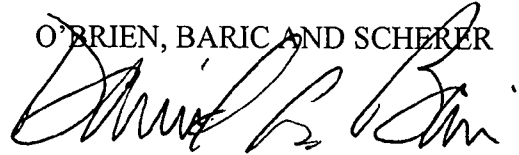
Date of Notice: October 25, 2007

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 DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT 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.

Clearfield County Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641, Ext.. 5982

O'BRIEN, BARIC AND SCHERER



David A. Baric, Esquire
19 West South Street
Carlisle, PA 17013
(717) 249-6873

CA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

2007-1483-CD

DATE PRESENTED

CASE NUMBER

TYPE TRIAL REQUESTED

ESTIMATED TRIAL TIME

Date Complaint () Jury (x) Non-Jury

Filed: () Arbitration _____ days/hours

Kelly L. Wentz and James A. Wentz

PLAINTIFF(S)

David E. Deshong

()

Check block if a Minor
is a Party to the Case

DEFENDANT(S)

()

ADDITIONAL DEFENDANT(S)

()

FILED 2cc
m/12:33/8/ Atty
NOV 30 2007 Baric

WAS

William A. Shaw
Prothonotary/Clerk of Courts

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE

CONSOLIDATION

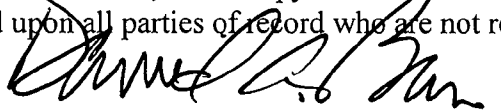
DATE CONSOLIDATION ORDERED

More than
&

() yes () no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel:



David A. Baric, Esquire

(717) 249-6873

FOR THE PLAINTIFF

19 West South Street, Carlisle, PA

TELEPHONE NUMBER

17013

Defendant is pro se

FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

CA

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

KELLY L. WENTZ and JAMES A. WENTZ,
Plaintiffs

vs.

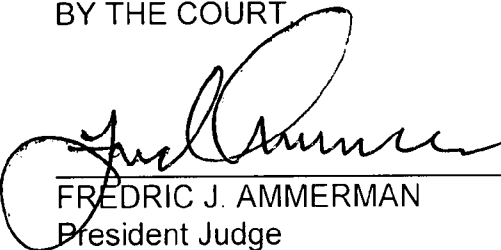
NO. 07-1483-CD

DAVID E. DESHONG,
Defendant

ORDER

AND NOW, this 3rd day of December, 2007, it is the ORDER of this Court that
Pre-trial conference in the above matter shall be held on the 4th day of January, 2008
in Chambers at 10:30 a.m.

BY THE COURT


FREDRIC J. AMMERMAN
President Judge

FILED

DEC 03 2007

William A. Shaw
Prothonotary/Clerk of Courts

2CC Atty Basic

100 Des.-

443 South Centre St.

Philipsburg, PA 16806

(GK)

(A)

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

KELLY L. WENTZ and JAMES A. WENTZ,
Plaintiffs

vs

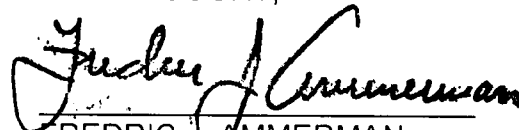
DAVID E. DESHONG,
Defendant

NO. 07-1483-CD

ORDER

NOW, this 4th day of January, 2008, following pre-trial conference among the Court, David A. Beric, Esquire, Plaintiffs' counsel and Elaine Deshong, personal representative of David E. Deshong; it is the ORDER of this Court that a one-half day Non-Jury Trial is scheduled for the **1st day of May, 2008** commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


FREDRIC J. JAMMERMAN
President Judge

FILED 2cc Atty Beric
01/30/08
JAN 04 2008 ICC Def.-

William A. Shaw
Prothonotary/Clerk of Courts

443 S. Centre St.
Philipsburg, PA
11082de

(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103192
NO: 07-1483-CD
SERVICE # 1 OF 1
COMPLAINT ACTION TO QUIET TITLE

PLAINTIFF: KELLY L. WENTZ
vs.
DEFENDANT: DAVID E. DESHONG

SHERIFF RETURN

NOW, September 14, 2007, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ACTION TO QUIET TITLE ON DAVID E. DESHONG INMATE #06-1090.

NOW, September 28, 2007 AT 7:10 AM SERVED THE WITHIN COMPLAINT ACTION TO QUIET TITLE ON DAVID E. DESHONG INMATE #06-1090, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED

01/11:50 Lm
JAN 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103192
NO: 07-1483-CD
SERVICES 1
COMPLAINT ACTION TO QUIET TITLE

PLAINTIFF: KELLY L. WENTZ
vs.
DEFENDANT: DAVID E. DESHONG

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	O'BRIEN	5514	10.00
SHERIFF HAWKINS	O'BRIEN	5514	21.00
CENTRE CO.	O'BRIEN	5515	24.00

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE

CENTRE COUNTY

O'Brien Baric & Scherer

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) Kelly L Wentz		2. Case Number 07-1483-CD	
3. Defendant(s) David E Deshone		4. Type of Writ or Complaint: Complaint 103427	
SERVE → AT		5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. David E Deshong #06-1090	
		6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 700 Rishel Hill Road CCCF, Bellefonte, PA 16823	
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> 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 O'Brien Baric & Scherer 19 WEST SOUTH STREET CARLISLE, PA 17013		10. Telephone Number (717) 249-6873	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 David E Deshone, on the 28 day of September 20 2007, at 7:10 AM o'clock, _____ m., at 700 Rishel Hill Road CCCF, Bellefonte, PA 16823, County of Centre			
Commonwealth of Pennsylvania, in the manner described below: <input type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is defendant <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> 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: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____			
Remarks:			
Advance Costs 95.00	Docket 9.00	Service 9.00	Sur Charge 0.00
Affidavit 2.50	Mileage 3.50	Postage	Misc.
Total Costs 24.00		Costs Due or Refund (71.00)	
17. AFFIRMED and subscribed to before me this 5 day of Oct 20 07		So Answer.	
20. day of Oct 20 07		18. Signature of Dep. Sheriff	
21. Signature of Sheriff		19. Date 10/4/07	
22. Date		23. COMMONWEALTH OF PENNSYLVANIA Notary Public Corinne H. Peters, Notary Public Bellefonte Boro, Centre County My Commission Expires 12/31/2009	
24. I ACKNOWLEDGE RECEIPT OF THE SERVICE OF PROCESS AND RETURN SIGNATURE OF AUTHORITY AND TITLE Pennsylvania Association of Notaries		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

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 103192

KELLY L. WENTZ

VS.

DAVID E. DESHONG

TERM & NO. 07-1483-CD

COMPLAINT ACTION TO QUIET TITLE

SERVE BY: 10/10/07

HEARING:

MAKE REFUND PAYABLE TO O'BRIEN BARIC & SCHERER, ESQ.

SERVE: DAVID E. DESHONG INMATE #06-1090

ADDRESS: CENTRE COUNTY PRISON, 700 RISHEL HILL ROAD, BELLEFONTE, PA 16823

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, September 14, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

KELLY L. WENTZ	:	IN THE COURT OF COMMON PLEAS OF
and JAMES A. WENTZ,	:	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiffs/Petitioners,	:	
	:	
	:	NO. 2007-1483-CD CIVIL TERM
v.	:	
	:	
DAVID E. DESHONG,	:	
Defendant/Respondent	:	ACTION TO QUIET TITLE

ORDER

AND NOW, this ____ day of _____, 2008, upon consideration of
Plaintiffs' Petition to Set Escrow Amount and Quiet Title, it is hereby ORDERED that

1. Defendant, his hers, personal representatives and assigns are forever barred from asserting any right, title or interest in or to the Property; and
2. Plaintiffs shall set up an escrow fund in the amount of \$5,000.00 from the proceeds of Plaintiffs' sale of the Property in order to provide assurances to Defendant of payment upon resolution of the payoff amount on this mortgage.

BY THE COURT,

J.

KELLY L. WENTZ	:	IN THE COURT OF COMMON PLEAS OF
and JAMES A. WENTZ,	:	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiffs/Petitioners,	:	
	:	
	:	NO. 2007-1483-CD CIVIL TERM
v.	:	
	:	
DAVID E. DESHONG,	:	
Defendant/Respondent	:	ACTION TO QUIET TITLE

PETITION TO SET ESCROW AMOUNT AND QUIET TITLE

AND NOW, comes Plaintiffs, Kelly L. Wentz and James A. Wentz, by and through their attorneys, O'BRIEN, BARIC & SCHERER, and file the within Petition to Set Escrow Amount and, in support thereof, set forth the following:

1. Plaintiffs, Kelly L. and James A. Wentz, wife and husband, respectively, are adult individuals with a residence at 290 North Old Stone House Road, Carlisle, Cumberland County, Pennsylvania.
2. Defendant, David E. DeShong, is an adult individual with a residence of 443 South Centre Street, Philipsburg, Centre County, Pennsylvania.
3. On or about October 16, 1997, Defendant sold to Plaintiff, Kelly L. Wentz, a piece of real property (hereinafter, "the Property") located in Clearfield County for the sale price of \$35,000.00.
4. On or about October 17, 1997, the Deed to the Property was recorded in Clearfield County, Deed Book Volume 1880, Page 375.
5. Plaintiff, Kelly L. Wentz, obtained Seller/Defendant financing on the purchase of Thirty Thousand and 00/100 Dollars (\$30,000.00) at an annual interest rate of ten percent (10%) for a term of ten (10) years.

FILED *Dec*
M 11:01 AM
FEB 20 2008 *Any Baric*

William A. Shaw
Prothonotary/Clerk of Courts

6. The mortgage was due to be satisfied on October 17, 2007 and Plaintiffs requested payoff figures on both May 18, 2007 and August 9, 2007.

7. On both occasions, Defendant refused to provide Plaintiffs with said payoff statements and further, Defendant refused to accept Plaintiff's proffered payoff calculations.

8. The regular monthly mortgage payment, as agreed upon by the parties, was \$396.45.

9. Plaintiffs made monthly payments from November 1997 through December 2006.

10. Accordingly, Plaintiffs calculate the payoff figure to be \$3,964.50 for monthly payments of \$396.45 from January 2007 through the end of the mortgage term, October 2007.

11. Plaintiffs are in the process of selling the Property and wish to acquire clear title, which is the entire purpose that Plaintiffs filed this Quiet Title action.

12. Defendant has repeatedly refused to provide Plaintiffs with a payoff figure, despite demands thereof from Plaintiffs.

13. Plaintiffs will suffer financial hardship in the event that they are unable to payoff Defendant, obtain a clear title to the Property, and thereafter sell the Property.

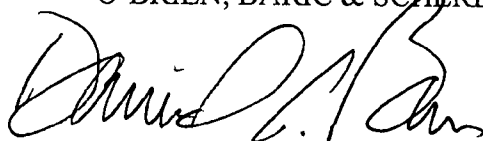
14. Plaintiffs desire to close on the proposed sale of the Property and to set aside from that closing a sum of money to be escrowed with Plaintiffs' attorney or the Court to be reserved in accordance with a Final Order of this Court after a trial on the merits.

WHEREFORE, Plaintiffs respectfully request that this Court enter a decree forever barring Defendant, his hers, personal representatives and assigns from asserting any right, title or interest in or to the Property unless Defendant accepts Plaintiffs' proffered payoff figure of \$3,964.50 within ten (10) days from the date of the service of this Motion. Plaintiffs request this Court enter a decree permitting sale of the Property, release of the mortgage, and ordering

Plaintiffs to place in escrow \$5,000.00 from the anticipated sale of the Property from Plaintiffs to a third party in order to provide Defendant with assurances of payment on the outstanding mortgage.

Respectfully requested,

O'BRIEN, BARIC & SCHERER

A handwritten signature in black ink, appearing to read "David A. Baric", written over a horizontal line.

David A. Baric, Esquire

I.D. #: 44853

19 West South Street

Carlisle, Pennsylvania 17013

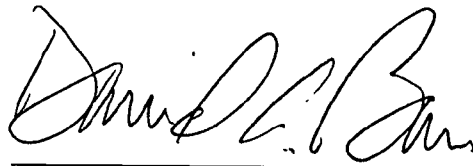
(717) 249-6873

Attorney for Plaintiffs/Petitioners

CERTIFICATE OF SERVICE

I hereby certify that on February 19, 2008, I, David A. Baric, Esquire of O'Brien, Baric & Scherer, did serve a copy of Plaintiffs Petition to Set Escrow Amount and Quiet Title, by first class U.S. mail, postage prepaid, to the party listed below, as follows:

David E. Deshong
443 South Centre Street
Philipsburg, Pennsylvania 16866

A handwritten signature in black ink, appearing to read "David A. Baric", written over a horizontal line.

David A. Baric, Esquire

KELLY L. WENTZ
and JAMES A. WENTZ,
Plaintiffs/Petitioners,

v.

DAVID E. DESHONG,
Defendant/Respondent

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2007-1483-CD CIVIL TERM

ACTION TO QUIET TITLE

RULE TO SHOW CAUSE

AND NOW, this 22 day of February, 2008, upon consideration
of the foregoing Petition, it is hereby ORDERED that:

(1) a rule is issued upon the Respondent to show cause why the Petitioners are not
entitled to the relief requested;

(2) the Respondent shall file an Answer to the Petition within 10 days of this date;

(3) the Petition shall be decided under Pa.R.C.P. No. 206.7;

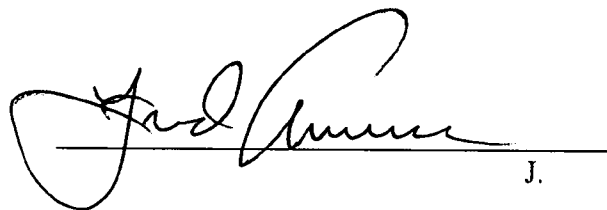
(4) depositions shall be completed within _____ days of this date;

(5) argument shall be held on the 5th day of March, 2008, in at 11:30 a.m.

Courtroom No. 1 of the Clearfield County Courthouse; and

(6) notice of entry of this Order shall be provided to all parties by the Petitioners.

BY THE COURT,


J.

ORIGINAL

FILED

0/12:00 am

FEB 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

ICC to Judge
Ammann to fax
to Atty Baric
ICC Atty Baric

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

KELLY L. WENTZ and
JAMES A. WENTZ,

Plaintiffs/Petitioners

No.: 2007-1483-CD

Type of Case: Quiet Title Action

vs.

Type of Pleading: Answer to Petition to
Set Escrow Amount and Quiet Title

DAVID E. DESHONG,

Defendant/Respondent

Filed on behalf of: Defendant/Respondent

Counsel of Record for this Party

John R. Carfley, Esq.
Supreme Court ID#: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

FILED

07:52 PM
FEB 29 2008

3CC

Any
Carfley

William A. Shaw
Prothonotary/Clerk of Courts

60

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs/Petitioners

vs.

No.: 2007-1483-CD

DAVID E. DESHONG,
Defendant/Respondent

ANSWER TO PETITION TO SET ESCROWAMOUNT
AND QUIET TITLE

AND NOW, comes the Respondent, David E. DeShong, who by and through his attorney, John R. Carfley, Esq., files the following response to Petitioners' Petition to Set Escrow Amount and Quiet Title and in support thereof, avers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.

6. It is admitted that the Mortgage was expected to be satisfied on or about October 17, 2007, however, it is denied that the full consideration on the Mortgage and Note was paid by that date. Insofar as Petitioners request for a settlement figure on May 18, 2007 and August 9, 2007, proof of said requests is solely within the control of the Petitioners and proof thereof is demanded at time of hearing.

7. It is admitted that Respondent refused to accept Petitioners' proffered payoff. By way of further answer, it is averred that in Respondent's opinion, Petitioners have failed to provide proof of payment of all monthly installments as requested by the Respondent and has further refused to cooperate with the Respondent in acquiring documentation by way of canceled checks from the various lending institutions utilized by the Petitioners, all of which is verified by the exchange of correspondence between counsel for the Petitioners and counsel for the Respondent, which correspondence is attached to this response as Exhibits "A" through "L".

8. Admitted.

9. Denied. On the contrary, it is averred that monthly payments were randomly made by the Petitioners as is evidenced by the Amortization Schedule provided to the Respondent, which Amortization Schedule is attached hereto as Exhibit "M". As a result of Petitioners' payment history, Respondent was unable to keep an accurate record of the payments made on this account.

10. Denied. On the contrary, it is averred that Petitioners' calculation of \$3,964.50 as a payoff is based on a remaining monthly payment of \$396.45 from January, 2007 to October, 2007 without considering the accrual of interest, late fees and/or other costs. By way of further answer, it is averred that the Amortization Schedule provided by the Petitioners is a self serving document for which proof of payment has not been independently provided. It is, therefore, averred that Petitioners' total indebtedness, unless shown to be otherwise, is believed and therefore averred to be in excess of \$13,000.00, which amount is calculated on Respondent's statement of account which is

set forth in counsel for the Respondent's letter of January 24, 2008, which letter is attached hereto and marked Exhibit "A".

11. Denied. On the contrary, it is averred that after reasonable investigation, Respondent is without knowledge sufficient to form a belief as to the truth of the averments set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

12. Denied. On the contrary, it is averred that the Respondent has refused to provide Petitioners with a payoff figure. By way of further answer, it is averred that Respondent is attempting to determine the accuracy of the statement of payments made by Petitioners to Respondent over the course of the contract so that Respondent is able to recover those amounts to which he is lawfully entitled.

13. Denied. On the contrary, it is averred that after reasonable investigation, Respondent is without knowledge sufficient to form a belief as to the truth of the averments set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

14. It is denied that Respondent wishes to prevent the Petitioners from closing on the proposed sale of the property; rather Respondent would simply ask this Court to set aside sufficient sums from the closing to insure that the Respondent can be paid those amounts to which he is lawfully entitled, including any additional interest, late fees or the payment of mortgage amounts, including principal, interest and costs not previously paid throughout this transaction. Defendant further requests this Honorable Court to enter an Order directing the Petitioners to comply with Respondent's request for the production of

documents, including all checks evidencing payment of those installments found to be due and owing by this Court after trial on the merits or after hearing on this Petition.

WHEREFORE, Respondent requests this Honorable Court to enter a decree directing the Petitioners to escrow a payoff figure of \$13,875.75 from the anticipated sale proceeds within ten (10) days after date of closing on the real estate transaction anticipated by this Petition, which sum would be held in escrow by the Court, or by such other agent or designee as the Court may deem appropriate.

NEW MATTER

15. The averments of Paragraphs 1 through 14 of this Answer are incorporated herein by reference as fully as though set forth at length.

16. Respondent calculates, according to the Amortization Schedule provided to them by the Petitioners, that approximately \$14,000 may be due and owing on this transaction (see letter of January 24, 2008 attached hereto as Exhibit "A").

17. Respondent has requested that the Petitioners produce the reverse side of the checks which would allegedly provide proof of payment and acceptance thereof by the Respondent and has, in fact, agreed to compensate the Petitioners for the cost of the recovery of these documents from the applicable lending institutions, but Petitioners, through their action in filing this Petition, have apparently refused to produce copies of the said checks.

18. Respondent is entitled to receive copies of these checks through formal discovery and has, in fact, asked for the production of documents pursuant to the applicable Rules of Civil Procedure. It is believed, and therefore averred, that the

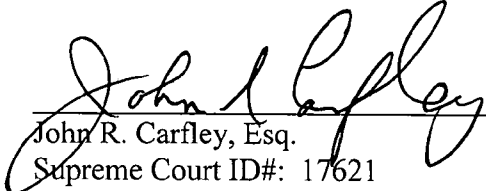
Petitioners can offer no legal excuse for failing to provide this information, particularly in view of Respondent's offer to pay for the costs for producing these documents.

19. Respondent believes, and therefore avers, that in the absence of such proof, judgment should be entered in favor of the Respondent and against the Petitioners evidencing a debt of at least \$13,875.85, which sum should be placed in escrow pending trial on the merits of this case.

20. It is believed, and therefore averred, that clear title to the property could be determined and confirmed by Court Order if the total amount of consideration due the Respondent is accurately confirmed as part of this proceeding.

WHEREFORE, Respondent respectfully requests that this Court enter a decree confirming right, title and interest in the said premises in the Petitioners contingent upon the escrowing of a payoff figure of \$13,875.75 pursuant to this Court's direction within ten (10) days from hearing on this Motion or after closing on this property, whichever shall first occur.

RESPECTFULLY SUBMITTED,



John R. Carfley, Esq.
Supreme Court ID#: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

JOHN R. CARFLEY
ATTORNEY AT LAW
222 PRESQUEISLE STREET
P. O. BOX 249
PHILIPSBURG, PENNSYLVANIA 16866

January 24, 2008

AREA CODE 814
TELEPHONE 342-5581
FAX 342-1127

David A. Baric, Esq.
O'Brien, Baric & Scherer
19 West South Street
Carlisle, PA 17013

Re: DeShong - Wentz

Dear Attorney Baric:

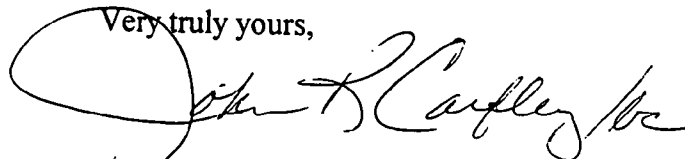
I have reviewed the amortization schedule which your clients presented as proof of payment of their obligation under the Installment Sale Contract. If we give your client the benefit of the doubt for those payments made as noted over the years, we are still facing a situation where there is no proof of payment for substantial periods of time, including the following:

- a. April 15, 2004 to September 15, 2005 - 18 payments x \$396.45 = \$7,136.10
- b. June 15, 2006 to December 15, 2006 - 7 payments x \$396.45 = \$2,775.15
- c. January 15, 2007 to October 15, 2007 - 10 payments x \$396.45 = \$3,964.50

These months for which there is no definite check number or proof of payment equals \$13,875.75. I have not yet discussed this with my client, but perhaps we could agree to retrieve the bank records pertaining to these particular payments. If it turns out that your client has proof of payment, then we would be prepared to move forward to conclude the settlement of this dispute and provide your clients with a deed in return for the outstanding balance. We could thus avoid a hearing and would be asking for no more than the Court would require should it be necessary for you to prove that these payments were, in fact, made in a timely fashion.

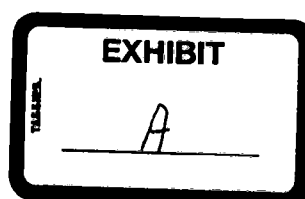
Please contact me with your thoughts concerning this particular means of resolving this dispute.

Very truly yours,


John R. Carfley

JRC:bjc

cc: David & Elaine DeShong



Law Offices

O'BRIEN, BARIC & SCHERER

*19 West South Street
Carlisle, Pennsylvania 17013*

*Robert L. O'Brien
David A. Baric
Michael A. Scherer*

*(717) 249-6873
Fax: (717) 249-5755
Email: dbaric@obslaw.com*

Robert J. Dailey

FAX COVER SHEET

DATE: 02/05/08

TO: John Carfley, Esquire

FAX NUMBER: (814) 342-1127

FROM: David A. Baric, Esquire

RE: Wentz v. Deshong

PAGES FOLLOWING THIS SHEET: 7

MESSAGE: John,

Attached find copies of check reflecting payment against the debt for each of the months you have requested except the January 15, 2007 through October 15, 2007 time period. My client attempted to pay those payments in a lump sum payment she drove to the prison to give to your client. He refused to accept the lump sum payment. Please advise me immediately if this matter is not going to be resolved so I may consider another course of action. Thank you. Dave Baric

IF YOU DO NOT RECEIVE ALL PAGES CLEARLY, PLEASE CALL (717) 249-6873.

The information contained in this facsimile is transmitted by an attorney. It is privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of the communication is strictly prohibited. If this communication has been received in error, please immediately notify us by telephone, collect if necessary, and return the original message to us at the above address via the United States Postal Service (we will reimburse postage). Thank you.

dab.dir/realestate/wentz/carfley.fax



JAMES A. WENTZ
290 OLD STONEHOUSE RD
CARLISLE, PA 17013-8519

522

Date 7-14-04

Pay to the order of DAVID Deshong

ONE THOUSAND NINE HUNDRED EIGHTY TWO 25/100 \$ 1982.25

CITIZENS BANK
Pennsylvania

Citizens Circle Account

For Army Park Dulau 6 2004

Keely Wentz

⑆036076150⑆ 6100671860⑆ 0522

EXHIBIT

C

Wentz
(717) 576-9105

SECURITY-Enhanced Document. See Back for Details.

PAY TO THE ORDER OF David Deshong

One thousand five hundred eighty five 80/100 \$ 1585.80

DATE Feb 10, 2005

0100 60-184313

Commerce Bank America's Most Convenient Bank 1-800-TES-2008

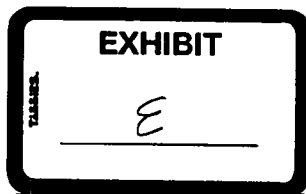
FOR 2005 Jan/Feb/Mar/Apr Camp Personnel -

Kelly, Lull

⑈000100⑈ ⑆031301816⑆ 53 670981 9⑈

0100 60-184313

DOLLARS @



LOCUST POINT HAULING, INC.
PAYROLL ACCOUNT
30 NORTH LOCUST POINT ROAD
MECHANICSBURG, PA 17050-4504
717-766-8631

1051

60-104/313

DATE July 8, 2005

PAY TO THE ORDER OF David Deshong

\$ 1982.25

One thousand nine hundred eighty two 25/100

DOLLARS & 100/100

Commerce



America's Most Convenient Bank®

Member FDIC

FOR # 3020 (Kelly) CAMP MAY-JUNE-JUL
AUG-SEP 2005

[Signature]

⑆001051⑆ ⑆031301846⑆ 53 670981 9⑆

EXHIBIT

F

KELLY L. WENTZ
2801 D STONEHOUSE ROAD
CARLETON, PA 17013

1173

5-24-06

DAVID Desbong

PAY THE ORDER OF
ONE Thousand One Hundred Eighty Nine

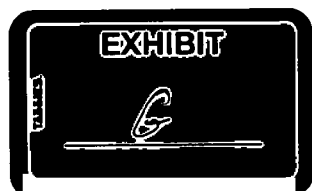
\$1,189.35

M1 MEMBERS 4
FEDERAL CREDIT UNION
PAID TO ORDER ON 1/23

JAN-FEB-MAR 2006

2313822111 0044467101 1173

Kelly L. Wentz



KELI'S DELI INC
GENERAL ACCOUNT
10038 W TRINDLE RD
MECHANICSBURG, PA. 17055

2010

PAY
TO THE
ORDER OF

DAVID DESHONG

DATE 07-28-06

80-1271/313
041ONE THOUSAND FIVE HUNDRED EIGHTY FIVE ⁸⁰/₁₀₀ \$ 1585.80

DOLLARS

PNC BANK

PNC Bank, N.A. 020
Central PA

FOR

Personal KING CAMP JUNE-JULY 2006
AUGUST-SEPTEMBER

Kelly Rulif

⑈002010⑈ ⑆031312738⑆ 5004507151⑈

EXHIBIT

H

KELI'S DELI INC
GENERAL ACCOUNT
1003B W TRINDLE RD
MECHANICSBURG, PA 17055

2027

DATE

November 3, 2006

60-1273/313
041PAY
TO THE
ORDER OF

David Deshong

\$ 1,189.35

One thousand one hundred eighty nine and 35/100

DOLLARS

PNC BANK

PNC Bank, N.A. 040
Central PA

Personal

FOR

OCT-NOV-DEC CAMP 2006

Kelly R. Wolf

⑈002027⑈ ⑆031312738⑆ 5004507151⑈

EXHIBIT

I

JOHN R. CARFLEY
ATTORNEY AT LAW
222 PRESQUEISLE STREET
P. O. BOX 249
PHILIPSBURG, PENNSYLVANIA 16866

February 7, 2008

AREA CODE 814
TELEPHONE 342-5581
FAX 342-1127

Via facsimile only

David A. Baric, Esq.
O'Brien, Baric & Scherer
19 West South Street
Carlisle, PA 17013

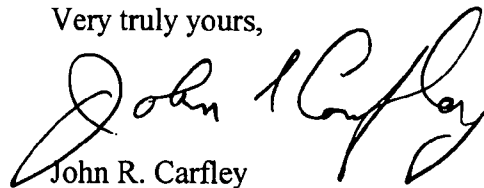
Re: DeShong - Wentz

Dear Dave:

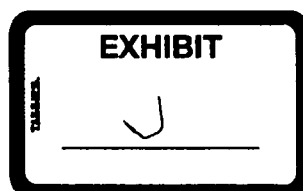
I received and reviewed your letter and attached exhibits and have forwarded the same to the DeShongs for their review. I would like to inquire as to whether you might be able to provide me with copies of the reverse side of the checks to indicate the party who endorsed each of these checks, since I would like to be able to resolve this dispute without any further action, but I anticipate that Mr. DeShong may challenge the receipt of these checks. This is something that can be easily rebutted by a deposit only notation to his account or by his signature evidencing the acceptance of the payment.

Thank you for your kind cooperation in this regard.

Very truly yours,


John R. Carfley

JRC:bjc



JOHN R. CARFLEY
ATTORNEY AT LAW
222 PRESQUEISLE STREET
P. O. BOX 249
PHILIPSBURG, PENNSYLVANIA 16866

February 15, 2008

AREA CODE 814
TELEPHONE 342-5581
FAX 342-1127

Via facsimile only

David A. Baric, Esq.
O'Brien, Baric & Scherer
19 West South Street
Carlisle, PA 17013

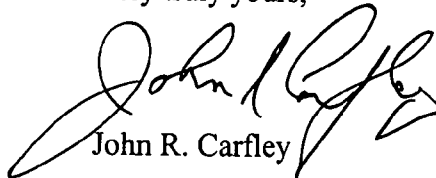
Re: DeShong - Wentz

Dear Dave:

I met with Elaine DeShong Thursday afternoon after our earlier conversation and discussed the alleged proof of payment which was provided by your office. As I suspected, both she and David still wish to see the reverse sides of the checks as proof of payment and would request that this information be provided in the hopes that this matter can be settled. I realize that this may be an inconvenience to your clients, but I do believe that Mr. and Mrs. DeShong are entitled to proof that these transactions occurred and would be willing to settle if the reverse side confirms delivery of the checks and subsequent disposal of the checks. I believe that if you would present your proof at a hearing before Judge Ammerman, you would have to present more than your client's self-serving declaration of payment by way of the proffered amortization table. I think I have convinced my clients that litigation with respect to the bulk of the payments is not warranted, however, it appears that they intend to stand fast with respect to these several payments which are not marked on the amortization schedule.

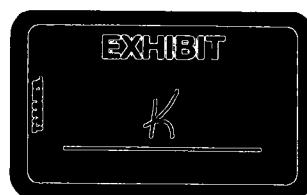
Thank you for your patience and cooperation in this regard.

Very truly yours,


John R. Carfley

JRC:bjc

cc: Mr. & Mrs. David DeShong



JOHN R. CARFLEY
ATTORNEY AT LAW
222 PRESQUEISLE STREET
P. O. BOX 249
PHILIPSBURG, PENNSYLVANIA 16866

February 21, 2008

AREA CODE 814
TELEPHONE 342-5581
FAX 342-1127

Via facsimile only

David A. Baric, Esq.
O'Brien, Baric & Scherer
19 West South Street
Carlisle, PA 17013

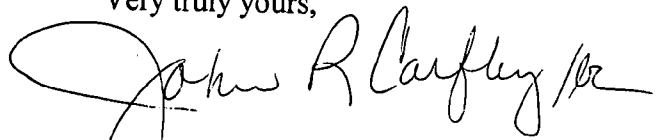
Re: DeShong - Wentz

Dear Dave:

I spoke with Elaine DeShong on Wednesday afternoon and she insists upon seeing the backs of the checks. Therefore, in order to even attempt to settle this matter, I am afraid that you will have to obtain copies of the backs of the checks for me to submit to the DeShongs for review. Ms. DeShong has indicated that she would pay the cost of acquiring these exhibits.

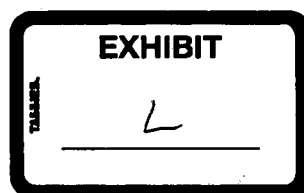
I don't want to prolong this case unnecessarily, however, the only possibility of settlement rests with satisfying Dave DeShong and this appears to be his price for resolving the dispute. Thank you for your patience and cooperation in this regard.

Very truly yours,


John R. Carfley

JRC:bjc

cc: Mr. & Mrs. David DeShong



DAVID DeShong SS# 207-38-6663

David DeShong
P.O. Box 531
445 S. Centre St.
Philipsburg, PA 16866-0531

Camp

MORTGAGE AMOUNT \$ 30,000.00					
TERM: 10 YEARS					
RATE: 10.00%					
PYMT #	PAYMENT	INTEREST	PRINCIPAL	BALANCE	
				30,000.00	
1997 NOV 15 1	ck#3605 396.45	250.00	146.45	29,853.55	
DEC 15 2	396.45	248.78	147.67	29,705.88	
1998 JAN 15 3	396.45	247.55	148.90	29,556.98	
FEB 15 4	396.45	246.31	150.14	29,406.84	
MAR 15 5	396.45	245.08	151.38	29,255.44	
APR 15 6	396.45	243.80	152.65	29,102.79	
MAY 15 7	396.45	242.52	153.93	28,948.86	
JUN 15 8	396.45	241.24	155.21	28,793.65	
JUL 15 9	396.45	239.95	156.50	28,637.15	
AUG 15 10	396.45	238.64	157.81	28,479.34	
SEPT 15 11	396.45	237.33	159.12	28,320.22	
OCT 15 12	396.45	236.00	160.45	28,159.77	
NOV 15 13	396.45	234.66	161.79	27,997.99	
DEC 15 14	396.45	233.32	163.13	27,834.85	
1999 JAN 15 15	396.45	231.96	164.49	27,670.36	
FEB 15 16	396.45	230.59	165.86	27,504.50	
MAR 15 17	396.45	229.20	167.25	27,337.25	
APR 15 18	396.45	227.81	168.64	27,168.61	
MAY 15 19	396.45	226.41	170.04	26,998.57	
6/14 JUN 15 20	396.45	224.99	171.46	26,827.11	
7/13 JUL 15 21	396.45	223.56	172.89	26,654.21	
8/13 AUG 15 22	396.45	222.12	174.33	26,479.88	
9/13 SEPT 15 23	396.45	220.67	175.78	26,304.10	
10/10 OCT 15 24	396.45	219.20	177.25	26,126.85	
NOV 15 25	396.45	217.72	178.73	25,948.12	
DEC 15 26	396.45	216.23	180.22	25,767.91	
2000 JAN 15 27	396.45	214.73	181.72	25,586.19	
FEB 15 28	396.45	213.22	183.23	25,402.96	
MAR 15 29	396.45	211.69	184.76	25,218.20	
APR 15 30	396.45	210.15	186.30	25,031.90	
MAY 15 31	396.45	208.60	187.85	24,844.05	
JUN 15 32	396.45	207.03	189.42	24,654.63	
JUL 15 33	396.45	205.46	190.98	24,463.64	
AUG 15 34	396.45	203.88	192.56	24,271.05	
SEPT 15 35	396.45	202.28	194.19	24,076.86	
OCT 15 36	396.45	200.64	195.81	23,881.05	
NOV 15 37	396.45	199.01	197.44	23,683.61	
DEC 15 38	396.45	197.36	199.09	23,484.52	
2001 JAN 15 39	396.45	195.70	200.75	23,283.78	
FEB 15 40	396.45	194.03	202.42	23,081.36	
MAR 15 41	396.45	192.34	204.11	22,877.25	
APR 15 42	396.45	190.64	205.81	22,671.45	
MAY 15 43	396.45	188.93	207.52	22,463.93	
JUN 15 44	396.45	187.20	209.25	22,254.68	
JUL 15 45	396.45	185.46	210.99	22,043.68	

deducted
\$25.00 5.75 Pymt
fee

K#

Interest Principal Balance

clock
2002

K1524

K1534

K1544

K1554

K1564

K1574

K1584

K1594

K1604

K1614

K1624

K1634

K1644

K1654

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K4904

K4914

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K4984

K4994

K5004

2006

NOV 15 97	10/10/97	398.45	#1075	71.80	324.85	8,266.93
DEC 15 98	10/10/98	398.45	#1075	68.89	327.58	7,939.37
JAN 15 99	10/10/99	398.45		66.16	330.29	7,609.08
FEB 15 100	10/10/00	398.45		63.41	333.04	7,278.04
MAR 15 101	10/10/01	398.45		60.63	335.82	6,940.22
APR 15 102	10/10/02	398.45		57.84	338.81	6,601.61
MAY 15 103	10/10/03	398.45		55.01	341.44	6,260.17
JUN 15 104	10/10/04	398.45		52.17	344.28	5,915.89
JUL 15 105	10/10/05	398.45		49.30	347.15	5,568.74
AUG 15 106	10/10/06	398.45		46.41	350.04	5,218.70
SEP 15 107	10/10/07	398.45		43.49	352.98	4,865.74
OCT 15 108	10/10/08	398.45		40.55	355.90	4,509.83
NOV 15 109	10/10/09	398.45		37.58	358.87	4,150.97
DEC 15 110	10/10/10	398.45		34.59	361.86	3,789.11
JAN 15 111	10/10/11	398.45		31.58	364.87	3,424.23
FEB 15 112	10/10/12	398.45		28.54	367.91	3,058.32
MAR 15 113	10/10/13	398.45		25.47	370.98	2,685.34
APR 15 114	10/10/14	398.45		22.38	374.07	2,311.27
MAY 15 115	10/10/15	398.45		19.28	377.19	1,934.08
JUN 15 116	10/10/16	398.45		16.12	380.33	1,553.74
JUL 15 117	10/10/17	398.45		12.95	383.50	1,170.24
AUG 15 118	10/10/18	398.45		9.75	386.70	783.54
SEPT 15 119	10/10/19	398.45		6.53	389.92	393.62
OCT 15 120	10/10/20	398.90		3.28	393.62	0.00

2007

Shirwe
DAVE
2007
payments

$$396.45 \times 10 = \$3964.50$$

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs/Petitioners

vs.

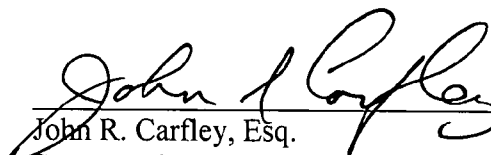
No.: 2007-1483-CD

DAVID E. DESHONG,
Defendant/Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of February, 2008, I did serve a copy of Defendant/Respondent's Answer to Plaintiffs/Petitioners' Petition to Set Escrow Amount and Quiet Title by first class United States mail, postage prepaid, to the party listed below, as follows:

David A. Baric, Esq.
O'Brian, Baric & Scherer
19 West South Street
Carlisle, PA 17013


John R. Carfley, Esq.
Supreme Court ID#: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs

vs.

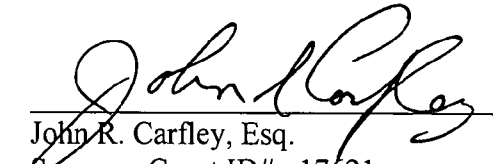
No.: 2007-1483-CD

DAVID E. DESHONG,
Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of February, 2008, I did serve a copy of Defendant's Request for Production of Documents by first class United States mail, postage prepaid, to the party listed below, as follows:

David A. Baric, Esq.
O'Brian, Baric & Scherer
19 West South Street
Carlisle, PA 17013


John R. Carfley, Esq.
Supreme Court ID#: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

FILED
mtd:49201
FEB 29 2008
NO CC
LM

William A. Shaw
Prothonotary/Clerk of Courts

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

KELLY L. WENTZ and
JAMES A. WENTZ

-VS-

DAVID E. DESHONG

:
:
:
:
:
:
:

No. 07-1483-CD

FILED

MAR 05 2008

0/12:15/um
William A. Shaw
Prothonotary/Clerk of Courts

1 sent to Arty
CARLUX

1 sent to Arty
Banc

GW

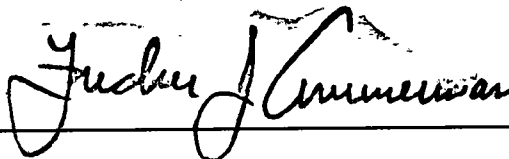
O R D E R

AND NOW, this 5th day of March, 2008, following hearing on Plaintiffs' Petition to Set Escrow Amount and Quiet Title and Defendant's Answer to Petition to Set Escrow Amount and Quiet Title, and after hearing, it is the ORDER of this Court that Plaintiffs' Petition to Set Escrow Amount and Quiet Title is granted and Plaintiffs may convey their interest in the real property at issue. Defendant, his heirs, personal representatives, successors and assigns are forever barred from asserting any right, title or interest in or to the real property.

It is further ORDERED that Plaintiffs shall establish from the proceeds of the sale for the real property the sum of Eight Thousand (\$8,000.00) Dollars, to be held in the escrow account of counsel for Plaintiffs, in order to

provide assurances to Defendant of payment upon resolution of the payoff amount on his mortgage.

BY THE COURT,

A handwritten signature in black ink, appearing to read "Judge J. Zimmerman", is written over a horizontal line.

President Judge

LA.

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

FILED 

APR 25 2008

0/1:05/

William A. Shaw
Prothonotary/Clerk of Courts
2 Cent to

KELLY L. WENTZ and
JAMES A. WENTZ,

No.: 2007-1483-CD

Plaintiffs/Petitioners

Type of Case: Quiet Title Action

vs.

Type of Pleading: Motion for Continuance

Am

DAVID E. DESHONG,

Filed on behalf of: Defendant/Respondent

Defendant/Respondent

Counsel of Record for this Party

John R. Carfley, Esq.
Supreme Court ID#: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs/Petitioners

vs.

No.: 2007-1483-CD

DAVID E. DESHONG,
Defendant/Respondent

MOTION FOR CONTINUANCE

AND NOW, comes the Defendant, David E. DeShong, who by and through the undersigned counsel, respectfully requests a continuance of the above matter and in support thereof, avers as follows:

1. The above matter involves a dispute over the amount remaining due and owing to the Defendant under the terms of an Agreement of Sale for the purchase of real estate dated March 23, 1998.
2. On February 29, 2008, counsel for the Defendant issued a Request for Production of Documents in which he asked for copies of certain checks evidencing payments allegedly made by Plaintiffs to Defendant. A true and correct copy of said Request is attached hereto as Exhibit "A".
3. Plaintiffs' counsel had previously provided a copy of an amortization schedule purportedly outlining the history of payments from the date the Agreement of Sale was signed which prompted the request for discovery outlined in Paragraph 2 hereof.
4. Defendant's counsel then requested, and Plaintiffs' counsel provided copies of certain checks purportedly written by the Plaintiffs to the Defendant for various payments which were not marked as paid on the amortization schedule, however, the reverse sides of these checks were not provided, which would evidence receipt of the payments by the Defendant.
5. On March 5, 2008, this Honorable Court entered an order permitting the Plaintiffs to dispose of the subject property, provided that the sum of Eight Thousand Dollars would be escrowed by counsel for the Plaintiffs pending resolution of the final amount due and owing to Defendant. A true and correct copy of said Order is attached hereto as Exhibit "B".

6. Subsequent to the hearing wherein the Court issued the above stated Order, counsel for Plaintiffs and counsel for the Defendant agreed that Subpoenas Duces Tecum would be issued by the Plaintiffs to three (3) banks to produce copies of certain checks requested by Defendant's counsel, both front and back, as referenced on the amortization schedule earlier provided by the Plaintiffs to the Defendant, in order to verify that the checks had been issued and endorsed by the Defendant.

7. This discussion took place on March 5, 2008 and thereafter counsel for the Plaintiffs, as per the agreement, produced the Subpoenas directing the production of the requested documents, leading counsel for the Defendant to believe that these documents would be acquired in due course. This agreement and counsel's subsequent compliance is evidenced by counsel's letter of March 6, 2008 a true and correct copy of which is attached hereto as Exhibit "C".

8. In late March, after sending the Notice of Intent to Serve Subpoenas, counsel for the Plaintiffs contacted the undersigned by telephone and advised him that his clients would not permit him to send the Subpoenas to acquire the requested information from these banks. Counsel further advised that if this information was required, the undersigned would have to issue the Subpoenas on behalf of the Defendant.

9. Counsel for the Defendant then initiated the process of serving Plaintiffs' counsel with the Notice of Intent to Serve Subpoena which provides twenty (20) days for the Plaintiffs to object to the service of the Subpoenas. This notice occurred on March 28, 2008. No objection was received by counsel for the Defendant within the twenty days from March 28, 2008 and the Subpoenas were issued to the respective banks.

10. The undersigned counsel for the Defendant requested information from three (3) separate banks upon which checks were drawn by the Plaintiffs and made payable to Defendant in order to determine the total amount still due and owing to Defendant.

11. Since the service of the Subpoena, counsel for the Defendant has been advised by Commerce Bank that the checks requested do not coincide with the checks that appear on the Plaintiffs' statement of account.

12. Counsel for the Defendant has been further advised by PNC Bank that the checks requested do not exist within their database, indicating that these checks were not issued on the dates indicated or for the amounts specified in the earlier discovery, therefore, additional Subpoenas and/or discovery will need to be completed in order for Defendant and his counsel to be prepared for non-jury trial.

13. As a result, counsel for the Defendant requested that this matter be continued immediately upon receiving notice of the inability of the banks to respond to the Subpoenas issued and was only advised of the need to file a formal Motion to Continue this matter by phone on Thursday, April 24, 2008 at approximately 1:45 p.m.

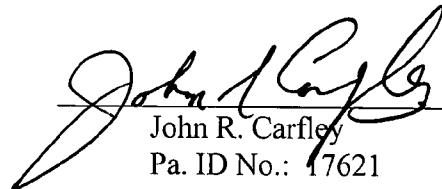
14. The delay which occurred in the filing of the Subpoena Duces Tecum resulted because Plaintiffs had initially agreed to acquire the requested documents and then advised their counsel that they would not comply with the agreement. As indicated, counsel for the Defendant was only advised of this development by phone sometime in March of this year.

15. Further delay was then occasioned because of the procedural rules requiring service of the Subpoenas on opposing counsel before serving the same on the named parties.

16. Since these documents have not been voluntarily provided to the Defendant by Plaintiffs pursuant to Defendant's formal discovery request, and since the bank officials have called into question the authenticity and even the existence of the checks, it is imperative that Defendant be afforded additional time to acquire these documents in order to prepare his defense or determine the amount due and owing under the contract.

17. A non-jury trial is currently scheduled for Thursday, May 1, 2008 at 9:00 a.m. in Court Room No. 1 of the Clearfield County Courthouse.

WHEREFORE, counsel for the Defendant respectfully requests that the hearing currently scheduled for May 1, 2008 at 9:00 p.m. be continued to the next available date allowing for sufficient time for Defendant to engage in formal discovery.


John R. Carfley
Pa. ID No.: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs

vs.

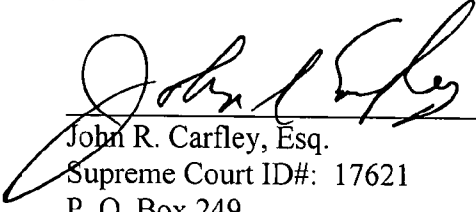
No.: 2007-1483-CD

DAVID E. DESHONG,
Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of April, 2008, I did serve a copy of Defendant's Motion for Continuance by first class United States mail, postage prepaid, to the party listed below, as follows:

David A. Baric, Esq.
O'Brian, Baric & Scherer
19 West South Street
Carlisle, PA 17013



John R. Carfley, Esq.
Supreme Court ID#: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs/Petitioners

vs.

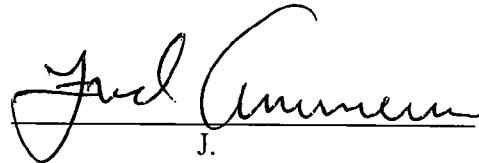
No.: 2007-1483-CD

DAVID E. DESHONG,
Defendant/Respondent

ORDER

AND NOW, this 25 day of April, 2008, it is hereby
Ordered and Decreed that the hearing scheduled for Thursday, May 1, 2008 at 9:00 a.m.
be and is hereby continued until the 13th day of August, 2008 at
1:30 o'clock P m. in Courtroom # 1 of the Clearfield County Courthouse,
Clearfield, Pennsylvania.

BY THE COURT,


J.

FILED
01/21/08
APR 25 2008

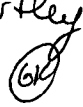
William A. Shaw
Prothonotary/Clerk of Courts
Sec Atty Carley
(will serve)


EXHIBIT "A"

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

KELLY L. WENTZ and
JAMES A. WENTZ.

Plaintiffs

vs.

DAVID E. DESHONG.

Defendant

No.: 2007-1483-CD

Type of Case: Quiet Title Action

Type of Pleading: Request for Production
of Documents

Filed on behalf of: Defendant

Counsel of Record for this Party:

John R. Carfley, Esq.
Supreme Court ID#: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

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

KELLY L. WENTZ and
JAMES A. WENTZ.
Plaintiffs

vs.

No.: 2007-1483-CD

DAVID E. DESHONG.
Defendant

REQUEST FOR PRODUCTION OF DOCUMENTS

TO: Kelly L. Wentz & James A. Wentz
c/o David A. Baric, Esq.
O'Brian, Baric & Scherer
19 West South Street
Carlisle, PA 17013

Pursuant to Pennsylvania Rule of Civil Procedure 4009, as amended, the above-named party or parties are requested to produce those documents listed hereinafter for the purposes of inspection and/or copying or reproduction, which are in the possession, custody or control of, or are accessible to the above-named party or parties.

The party upon whom the request is served shall serve a written response within thirty (30) days after service of the Request. The response shall state, with respect to each item or category, that inspection and related activities will be permitted as requested, unless the request is objected to, in which event the reasons for the objection shall be stated. If objection is made to part of an item or category, the part shall be specified.

The documents shall be produced and delivered to John R. Cartley, Esq., P. O. Box 249, 222 E. Presqueisle Street, Philipsburg, PA 16866, on or before March 29, 2008.

The following definitions and instructions shall be used in responding to this Request:

1. "You" or "your" shall mean the above-named party or parties, individually as well as the said party's agents, attorneys, accountants, consultants, independent contractors and any other individual or entity associated with or affiliated with the said party or purporting to act on the said party's behalf with respect to the matter in question.
2. As referred to herein, "document" includes written, printed, typed, recorded, or graphic matter, however produced or reproduced, including correspondence, telegrams, other written communications, data processing storage units, tapes, contracts, agreements, notes, memoranda, analyses, projections, indices, work papers, studies, reports, surveys, diaries, calendars, films, photographs, diagrams, maps, drawings, minutes of meetings, or any other writing (including copies of any of the foregoing, regardless of whether the party to whom this Request is addressed is now in possession, custody or control of the original) now in the possession, custody, or control of said party, his former or present counsel, agents, employees, officers, insurers, or any other person on his behalf.
3. In the event that production of any document herein is objected to on the grounds of privilege from discovery, you will state each ground for the privilege claimed and describe the document withheld by giving the date, author, and a general description of the subject matter contained in the document.

The documents to be produced are the following:

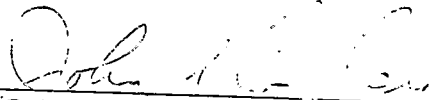
1. Copies of the front and back of all checks issued for payment on the monthly mortgage payment due to David E. DeShong from November, 1997 through and including October, 2007. You may limit your response to this request to those checks which evidence payment of those eighteen (18) payments from April 15, 2004 to September 15, 2005; the seven (7) payments from June 15, 2006 to December 15, 2006 and the ten (10) payments allegedly made from January 15, 2007 to October 15, 2007.

The above request should include, but should not be limited to, the following documents:

- a. Citizens Bank check number 522 dated July 14, 2004 in the amount of \$1,982.85 for payments owed for April through August, 2004.
- b. Citizens Bank check number 540 dated October 12, 2004 in the amount of \$1,585.50 for payments owed for September through December, 2004.
- c. Commerce Bank check number 0100 dated February 10, 2005 in the amount of \$1,585.80 for payments owed for January through April, 2005.
- d. Commerce Bank check number 1051 dated July 8, 2005 in the amount of \$1,982.50 for payments owed for May through September, 2005.
- e. Members First Federal Credit Union check number 1173, dated May 24, 2006 in the amount of \$1,189.35 for payments owed for January through March, 2006.
- f. PNC Bank check number 2010 dated July 28, 2006 in the amount of \$1,585.80 for payments owed for June through September, 2006.

g. PNC Bank check number check 2027 dated November 1, 2006 in the amount of \$1,189.35 for payments owed for October through December, 2006.

RESPECTFULLY SUBMITTED.



John R. Carley, Esq.
Attorney for Defendant
Supreme Court ID#: 17521
P. O. Box 249
Philipsburg, PA 16866
814-542-5581

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs

vs.

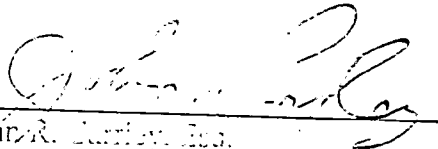
No.: 2007-1483-CCD

DAVID E. DESHONG,
Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of February, 2008, I did serve a copy of Defendant's Request for Production of Documents by first class United States mail, postage prepaid, to the party listed below, as follows:

David A. Baric, Esq.
O'Brian, Baric & Scherer
19 West South Street
Carlisle, PA 17013


John R. Carley, Esq.
Supreme Court ID #: 7321
P. O. Box 249
Phillipsburg, PA 16801
814-342-5531

12149

EXHIBIT "B"

CIVIL DIVISION

MAR 05 2008

-VS-

No. 07-1483-AD test.

William L.
Prothonotary
Clerk of C.

It is further ORDERED that Plaintiffs shall establish from the proceeds of the sale for the real property the sum of Eight Thousand (\$8,000.00) Dollars, to be held in the escrow account of counsel for Plaintiffs, in order to

provide assurances to Defendant of payment upon resolution of the payoff amount on his mortgage.

BY THE COURT,

/S/ Fredric J Ammerman

President Judge

EXHIBIT "C"

O'BRIEN, BARIC & SCHERER

19 West South Street
Carlisle, Pennsylvania 17013

Robert L. O'Brien
David A. Baric
Michael A. Scherer

(717) 249-6873
Fax: (717) 249-5755
Email: dabaric@obslaw.com

Robert J. Dailey

March 6, 2008

John Carfley, Esquire
222 Presqueisle Street
P.O. Box 249
Philipsburg, Pennsylvania 17621

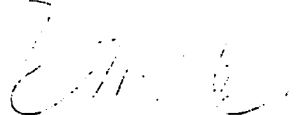
RE: Wentz v. DeShong

Dear John:

Enclosed please find copies of Subpoenas I have prepared to serve upon Citizens Bank, Commerce Bank and PNC Bank to obtain copies of checks in this matter. Please let me know if you have no objection. I will request a cost estimate from each bank and will convey that information to you.

Very truly yours,

O'BRIEN, BARIC & SCHERER



David A. Baric, Esquire

DAB/jl

Enc.

cc: James and Kelly Wentz w/Enc.
File

dab.dir/realstate/wentz/carfley3.ltr

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

KELLY L. WENTZ and
JAMES A. WENTZ,

Plaintiffs

NO. 07-1483-CD

v.

DAVID E. DESHONG,

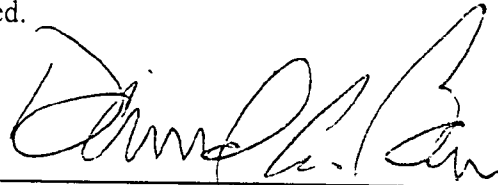
Defendant.

**NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE
DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO RULE 4009.21**

Plaintiffs, Kelly L. Wentz and James A. Wentz, intend to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoena. If no objection is made the subpoena may be served.

Date:

03/06/08



David A. Baric, Esquire
O'Brien, Baric & Scherer
19 West South Street
Carlisle, PA 17013
(717) 249-6873

Attorney for Plaintiffs

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

KELLY L. WENTZ and
JAMES A. WENTZ,

Plaintiffs

NO. 07-1483-CD

v.

DAVID E. DESHONG,

Defendant.

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS
FOR DISCOVERY PURSUANT TO RULE 4009.22

TO: Citizens Bank
665 North East Street
Carlisle, Pennsylvania 17013

Within twenty (20) days after service of this subpoena, you are ordered by the court to produce the following documents or things:

Copies of the front and back of the following checks:

- A. Check No. 522 dated July 14, 2004 in the amount of \$1,722.35; and
- B. Check No. 540 dated October 12, 2004 in the amount of \$1,585.50.

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the following address:

O'Brien, Baric and Scherer
19 West South Street
Carlisle, PA 17013
c/o David A. Baric, Esquire

You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

This subpoena was issued at the request of the following person:

David A. Baric, Esquire
I.D. # 44853
19 West South Street
Carlisle, Pennsylvania 17013
(717) 249-6873

Attorney for Plaintiffs

BY THE COURT,

DATE: _____

BY: _____
Prothonotary

SEAL OF THE COURT

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

KELLY L. WENTZ and
JAMES A. WENTZ,

Plaintiffs

NO. 07-1483-CD

v.

DAVID E. DESHONG,

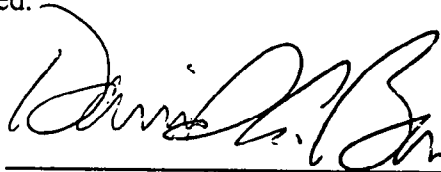
Defendant.

**NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE
DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO RULE 4009.21**

Plaintiffs. Kelly L. Wentz and James A. Wentz, intend to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoena. If no objection is made the subpoena may be served.

Date:

03/06/08



David A. Baric, Esquire
O'Brien, Baric & Scherer
19 West South Street
Carlisle, PA 17013
(717) 249-6873

Attorney for Plaintiffs

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

KELLY L. WENTZ and
JAMES A. WENTZ,

Plaintiffs

NO. 07-1483-CD

v.

DAVID E. DESHONG,

Defendant.

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS
FOR DISCOVERY PURSUANT TO RULE 4009.22

TO: PNC Bank
105 Noble Boulevard
Carlisle, Pennsylvania 17013

Within twenty (20) days after service of this subpoena, you are ordered by the court to produce the following documents or things:

Copies of the front and back of the following checks:

- A. Check No. 2010 dated July 28, 2006 in the amount of \$1,585.50; and,
- B. Check No. 2027 dated November 3, 2006 in the amount of \$1,189.35.

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the following address:

O'Brien, Baric and Scherer
19 West South Street
Carlisle, PA 17013
c/o David A. Baric, Esquire

You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

This subpoena was issued at the request of the following person:

David A. Baric, Esquire
I.D. # 44853
19 West South Street
Carlisle, Pennsylvania 17013
(717) 249-6873

Attorney for Plaintiffs

BY THE COURT,

DATE: _____

BY: _____
Prothonotary

SEAL OF THE COURT

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

KELLY L. WENTZ and
JAMES A. WENTZ,

Plaintiffs

NO. 07-1483-CD

v.

DAVID E. DESHONG,

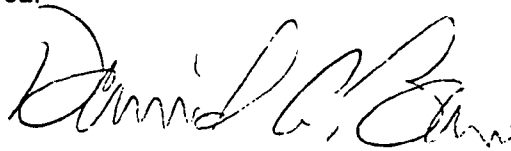
Defendant.

**NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE
DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO RULE 4009.21**

Plaintiffs, Kelly L. Wentz and James A. Wentz, intend to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoena. If no objection is made the subpoena may be served.

Date:

03/06/08



David A. Baric, Esquire
O'Brien, Baric & Scherer
19 West South Street
Carlisle, PA 17013
(717) 249-6873

Attorney for Plaintiffs

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

KELLY L. WENTZ and
JAMES A. WENTZ,

Plaintiffs

NO. 07-1483-CD

v.

DAVID E. DESHONG,

Defendant.

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS
FOR DISCOVERY PURSUANT TO RULE 4009.22

TO: Commerce Bank
65 Ashland Avenue
Carlisle, Pennsylvania 17013

Within twenty (20) days after service of this subpoena, you are ordered by the court to produce the following documents or things:

Copies of the front and back of the following checks:

- A. Check No. 0100 dated February 10, 2005 in the amount of \$1,585.80; and,
- B. Check No. 1051 dated July 8, 2005 in the amount of \$1,982.50.

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the following address:

O'Brien, Baric and Scherer
19 West South Street
Carlisle, PA 17013
c/o David A. Baric, Esquire

You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

This subpoena was issued at the request of the following person:

David A. Baric, Esquire
I.D. # 44853
19 West South Street
Carlisle, Pennsylvania 17013
(717) 249-6873

Attorney for Plaintiffs

BY THE COURT,

DATE: _____

BY: _____
Prothonotary

SEAL OF THE COURT

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

KELLY L. WENTZ and
JAMES A. WENTZ,

Plaintiffs

NO. 07-1483-CD

v.

DAVID E. DESHONG,

Defendant.

ORDER OF COURT

AND NOW, this _____ day of _____, 2008, upon consideration of the
attached Motion For Continuance, th non-jury trial scheduled in this matter for Wednesday,
August 13, 2008 at 1:30 p.m. is hereby continued to _____, the _____
day of _____, 2008 at _____ a.m./p.m. in Courtroom No. ____ of the
Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

J.

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

KELLY L. WENTZ and	:	
JAMES A. WENTZ,	:	
	:	
Plaintiffs	:	NO. 07-1483-CD
	:	
v.	:	
	:	
DAVID E. DESHONG,	:	
	:	
Defendant.	:	

FILED *dec*
M 11:28 AM
JUL 21 2008 *Baric*
 William A. Shaw
 Prothonotary/Clerk of Courts *(S12)*

MOTION FOR CONTINUANCE

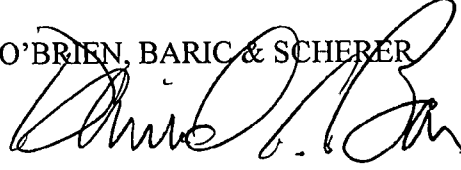
NOW, come Plaintiff, Kelly L. Wentz and James A. Wentz, by and through their attorneys, O'BRIEN, BARIC & SCHERER, and file the within motion and, in support thereof, set forth the following:

1. On September 10, 2007, Plaintiffs filed a Complaint To Quiet Title in this matter.
2. On November 30, 2007, Plaintiffs filed a Certificate Of Readiness requesting that this matter be set for a non-jury trial.
3. A non-jury trial was set in this matter for May 1, 2008 at 9:00 a.m.
4. On April 25, 2008, counsel for the Defendants filed a Motion For A Continuance requesting additional time to conduct discovery in this matter.
5. By Order dated April 25, 2008 this matter was continued to August 13, 2008 at 1:30 p.m.
6. Plaintiffs are scheduled to be out of town on August 13, 2008, and as such, will be unavailable to testify at the non-jury trial scheduled in this matter.
7. Undersigned counsel has been in contact with counsel for the Defendant and he concurs in undersigned counsel's request for a continuance.

WHEREFORE, Plaintiffs respectfully request that the non-jury trial scheduled for August 13, 2008 be continued to the next available time.

Respectfully submitted,

O'BRIEN, BARIC & SCHERER

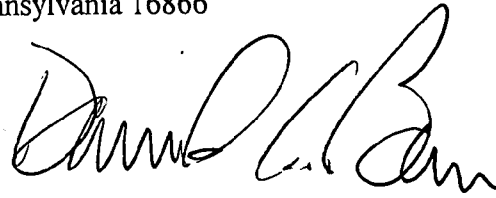
A handwritten signature in black ink, appearing to read 'David A. Baric', written over the firm name.

David A. Baric, Esquire
I.D. 44853
19 West South Street
Carlisle, Pennsylvania 17013
(717) 249-6873

CERTIFICATE OF SERVICE

I hereby certify that on July 17, 2008, I, David A. Baric, Esquire of O'Brien, Baric & Scherer, did serve a copy of the Motion For Continuance, by first class U.S. mail, postage prepaid, to the party listed below, as follows:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, Pennsylvania 16866

A handwritten signature in black ink, appearing to read 'David A. Baric', written over a horizontal line.

David A. Baric, Esquire

6A

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

KELLY L. WENTZ and
JAMES A. WENTZ

vs.

DAVID E. DESHONG

:
:
:
: No. 07-1483-CD
:
:

FILED

JUL 22 2008

8/3/2008
William A. Shaw
Prothonotary/Clerk of Courts

sent to Baric

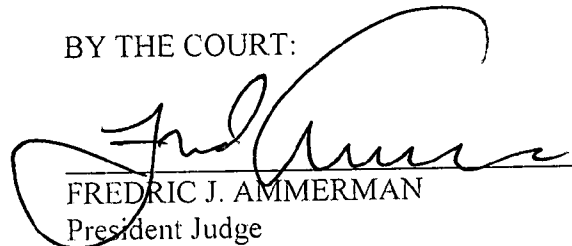
↓
Carroll

@10

ORDER

AND NOW, this 22 day of July, 2008, upon consideration of
Plaintiffs' Motion for Continuance of Non-Jury Trial Scheduled for August 13, 2008,
it is the ORDER of the Court that said Motion is denied.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

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

KELLY L. WENTZ and
JAMES A. WENTZ,

Plaintiffs/Petitioners

No.: 2007-1483-CD

Type of Case: Quiet Title Action

vs.

Type of Pleading: Motion for Summary
Judgment

DAVID E. DESHONG,

Defendant/Respondent

Filed on behalf of: Defendant/Respondent

Counsel of Record for this Party

John R. Carfley, Esq.
Supreme Court ID#: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

FILED *2 cc AA*
0/11:10am *Corfley*
AUG 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs/Petitioners

vs.

No.: 2007-1483-CD

DAVID E. DESHONG,
Defendant/Respondent

MOTION FOR SUMMARY JUDGMENT

AND NOW, comes the Defendant, David E. DeShong, who by and through his undersigned counsel, respectfully sets forth the following:

1. The above matter involves a dispute over the amount remaining due and owing to the Defendant under the terms of an Agreement of Sale for the purchase of real estate which agreement was dated March 23, 1998.

2. On February 29, 2008, counsel for the Defendant issued a Request for Production of Documents in which he asked for copies of certain checks evidencing payments allegedly made by Plaintiffs to Defendant. A true and correct copy of said Request is attached hereto as Exhibit "A".

3. Plaintiffs' counsel had previously provided a copy of an amortization schedule purportedly outlining the history of payments from the date the Agreement of Sale was signed which document contained certain irregularities and thus prompted the request for discovery outlined in Paragraph 2 hereof.

4. This informal discovery was requested by letters dated the 24th day of January, 2008 and the 21st day of February, 2008, copies of which are attached hereto as Exhibit "B" and "C".

5. Defendant's counsel then requested, and Plaintiffs' counsel provided copies of the front side of certain checks purportedly written by the Plaintiffs to the Defendant for various payments which were not marked as paid on the amortization schedule, however, the reverse sides of these checks were not provided, which would have provided evidence of acknowledgement of the receipt of the payments by the Defendant and the confirming signature of the Defendant, which would provide evidence and/or proof of acceptance..

6. On March 5, 2008, this Honorable Court entered an order permitting the Plaintiffs to dispose of the real property, provided that the sum of Eight Thousand Dollars would be escrowed by counsel for the Plaintiffs pending determination of the final amount due and owing to the Defendant. A true and correct copy of said Order is attached hereto as Exhibit "D".

7. Subsequent to the hearing wherein the Court promulgated the above stated Order, counsel for Plaintiffs and counsel for the Defendant agreed that Subpoenas Duces Tecum would be issued by the Plaintiffs to three (3) banks to produce copies of certain checks requested by Defendant's counsel, both front and back, as referenced on the amortization schedule earlier provided by the Plaintiffs to the Defendant, in order to verify that the checks had been issued to the Defendant and, in fact, had been endorsed by the Defendant.

8. This discussion took place on March 5, 2008 and thereafter counsel for the Plaintiffs, as per the agreement, produced the Subpoenas directing the production of the requested documents, leading counsel for the Defendant to believe that these documents would be acquired in due course. This agreement and counsel's subsequent compliance is evidenced by counsel's letter of March 6, 2008 a true and correct copy of which is attached hereto as Exhibit "E".

9 In late March, after sending the Notice of Intent to Serve Subpoenas, counsel for the Plaintiffs contacted the undersigned counsel by telephone and advised

him that his clients would not permit him to issue the Subpoenas to acquire the requested information from these banks. Counsel further advised that if this information was required, the undersigned counsel would have to issue the Subpoenas on behalf of the Defendant.

10. Counsel for the Defendant then initiated the process of serving Plaintiffs' counsel with the Notice of Intent to Serve Subpoenas which provides twenty (20) days for the Plaintiffs to object to the service of the Subpoenas. This notice occurred on March 28, 2008. No objection was received by counsel for the Defendant within the twenty days from March 28, 2008 and the Subpoenas were issued to the recipient banks.

11. The undersigned counsel for the Defendant requested information from these three (3) separate banks upon which checks were drawn by the Plaintiffs and made payable to Defendant in order to determine the total amount still due and owing to Defendant.

12. Since the service of the Subpoena, counsel for the Defendant has been advised by Commerce Bank that the checks requested do not coincide with the checks that appear on the Plaintiffs' statement of account.

13. Counsel for the Defendant has been further advised by PNC Bank that the checks requested do not exist within their database, indicating that these checks were not issued on the dates indicated or for the amounts specified in the earlier discovery, therefore, additional Subpoenas and/or discovery will need to be completed in order for Defendant and his counsel to be prepared for non-jury trial.

14. Finally, Citizens Bank has returned the information requested in the Subpoena and has also advised that the checks requested, which Plaintiffs allege were written, cannot be located among the records at the Bank.

15. As a result, counsel for the Defendant requested that this matter be continued immediately upon receiving notice of the inability of the banks to respond to the Subpoenas issued and was only advised of the need to file a formal Motion to Continue this matter by phone on Thursday, April 24, 2008 at approximately 1:45 p.m.

16. The delay which occurred in the filing of the Subpoena Duces Tecum resulted because Plaintiffs had initially agreed to acquire the requested documents and then advised their counsel that they would not comply with the agreement. As indicated, counsel for the Defendant was only advised of this development by phone sometime in March of this year.

17. Further delay was then occasioned because of the procedural rules requiring service of the Subpoenas on opposing counsel before serving the same on the named parties.

18. Since these documents have not been voluntarily provided to the Defendant by Plaintiffs pursuant to Defendant's formal discovery request, and since the bank officials have called into question the authenticity and even the existence of the checks, Defendant now believes there is some question as to the authenticity of Plaintiffs' claim that all installments have been paid as from the banks represented under Subpoena.

19. It is believed, rather, that the documents presented to the Defendant will confirm that checks totaling approximately \$10,000.00 were never transacted between Plaintiff and Defendant at these three banks and that Plaintiff owes a payoff for the property of \$9,911.25.

20. These banks have since responded to the Subpoena Duces Tecum issued by the Defendant and have confirmed that their records fail to disclose any checks identified by the Plaintiff as having been issued to the Defendant in payment for the real estate. True and correct copies of the responses to the Subpoenas are affixed hereto as Defendant's Exhibits "F" through "H". Based on this information, it is the position of the

Defendant that Plaintiff stands due and owing to the Defendant for all of those payments specified, including the following, which total \$9,911.25, together with interest thereon and such other relief as this Court may dictate:

a. Check No. 522 drawn on the account of James A. Wentz, Account No. 6100671860, dated July 14, 2004 in the amount of \$1,982.85

b. Check No. 540 drawn on the account of James A. Wentz, Account No. 6100671860, dated October 12, 2004 in the amount of \$1,585.50.

c. Check No. 2010 drawn on the account of Kelli's Deli, Inc., Account No. 5004507151, dated July 28, 2006 in the amount of \$1,585.50.

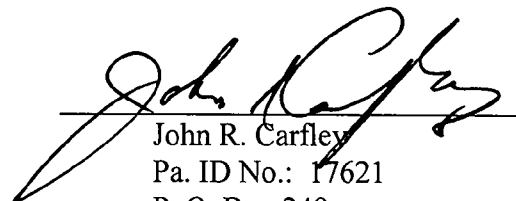
d. Check No. 2027 drawn on the account of Kelli's Deli, Inc., Account No. 5004507151, dated November 3, 2006 in the amount of \$1,189.35.

e. Check No. 100 dated February 10, 2005 drawn on the account of Locust Point Hauling, Inc., Account No. 536709819, in the amount of \$1,585.80.

f. Check No. 1051 drawn on the account of Locust Point Hauling, Inc. Account No. 536709819, dated July 8, 2005 in the amount of \$1,982.25.

21. Defendant, therefore, moves for summary judgment as to liability based on Plaintiffs' failure to make timely payment on the contract and further moves for judgment in the amount of \$9,911.25, together with interest thereon, costs of this proceeding and such other damages as this Court may properly determine.

WHEREFORE, counsel for the Defendant respectfully requests that summary judgment be entered in favor of Defendant and against the Plaintiff since there is not legitimate fact or issue of law and the Plaintiff is indebted as aforesaid to the Defendant.



John R. Carfley
Pa. ID No.: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs

vs.

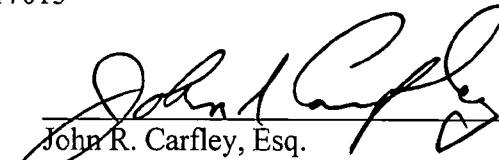
No.: 2007-1483-CD

DAVID E. DESHONG,
Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of August, 2008, I did serve a copy of Defendant's Motion for Summary Judgment by first class United States mail, postage prepaid, to the party listed below, as follows:

David A. Baric, Esq.
O'Brian, Baric & Scherer
19 West South Street
Carlisle, PA 17013


John R. Carfley, Esq.
Supreme Court ID#: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs

vs.

No.: 2007-1483-CD

DAVID E. DESHONG,
Defendant

ORDER

AND NOW, this _____ day of _____, 2008, upon
consideration of Defendant's Motion for Summary Judgment, it is hereby ORDERED that said
Motion is granted and that judgment is entered in favor of Defendant and against Plaintiff.

BY THE COURT,

J.

EXHIBIT “A”

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs

vs.

DAVID E. DESHONG,
Defendant

No.: 2007-1483-CD

Type of Case: Quiet Title Action

Type of Pleading: Request for Production
of Documents

Filed on behalf of: Defendant

Counsel of Record for this Party

John R. Carfley, Esq.
Supreme Court ID#: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs

vs.

No.: 2007-1483-CD

DAVID E. DESHONG.
Defendant

REQUEST FOR PRODUCTION OF DOCUMENTS

TO: Kelly L. Wentz & James A. Wentz
c/o David A. Baric, Esq.
O'Brian, Baric & Scherer
19 West South Street
Carlisle, PA 17013

Pursuant to Pennsylvania Rule of Civil Procedure 4009, as amended, the above-named party or parties are requested to produce those documents listed hereinafter for the purposes of inspection and/or copying or reproduction, which are in the possession, custody or control of, or are accessible to the above-named party or parties.

The party upon whom the request is served shall serve a written response within thirty (30) days after service of the Request. The response shall state, with respect to each item or category, that inspection and related activities will be permitted as requested, unless the request is objected to, in which event the reasons for the objection shall be stated. If objection is made to part of an item or category, the part shall be specified.

The documents shall be produced and delivered to John R. Carfley, Esq., P. O. Box 249, 222 E. Presqueisle Street, Philipsburg, PA 16866, on or before March 29, 2008.

The following definitions and instructions shall be used in responding to this Request:

1. "You" or "your" shall mean the above-named party or parties, individually as well as the said party's agents, attorneys, accountants, consultants, independent contractors and any other individual or entity associated with or affiliated with the said party or purporting to act on the said party's behalf with respect to the matter in question.
2. As referred to herein, "document" includes written, printed, typed, recorded, or graphic matter, however produced or reproduced, including correspondence, telegrams, other written communications, data processing storage units, tapes, contracts, agreements, notes, memoranda, analyses, projections, indices, work papers, studies, reports, surveys, diaries, calendars, films, photographs, diagrams, maps, drawings, minutes of meetings, or any other writing (including copies of any of the foregoing, regardless of whether the party to whom this Request is addressed is now in possession, custody or control of the original) now in the possession, custody, or control of said party, his former or present counsel, agents, employees, officers, insurers, or any other person on his behalf.
3. In the event that production of any document herein is objected to on the grounds of privilege from discovery, you will state each ground for the privilege claimed and describe the document withheld by giving the date, author, and a general description of the subject matter contained in the document.

The documents to be produced are the following:

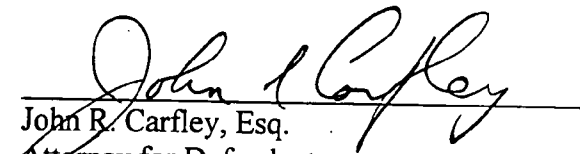
1. Copies of the front and back of all checks issued for payment on the monthly mortgage payment due to David E. DeShong from November, 1997 through and including October, 2007. You may limit your response to this request to those checks which evidence payment of those eighteen (18) payments from April 15, 2004 to September 15, 2005; the seven (7) payments from June 15, 2006 to December 15, 2006 and the ten (10) payments allegedly made from January 15, 2007 to October 15, 2007.

The above request should include, but should not be limited to, the following documents:

- a. Citizens Bank check number 522 dated July 14, 2004 in the amount of \$1,982.85 for payments owed for April through August, 2004.
- b. Citizens Bank check number 540 dated October 12, 2004 in the amount of \$1,585.50 for payments owed for September through December, 2004.
- c. Commerce Bank check number 0100 dated February 10, 2005 in the amount of \$1,585.80 for payments owed for January through April, 2005.
- d. Commerce Bank check number 1051 dated July 8, 2005 in the amount of \$1,982.50 for payments owed for May through September, 2005.
- e. Members First Federal Credit Union check number 1173, dated May 24, 2006 in the amount of \$1,189.35 for payments owed for January through March, 2006.
- f. PNC Bank check number 2010 dated July 28, 2006 in the amount of \$1,585.80 for payments owed for June through September, 2006.

g. PNC Bank check number check 2027 dated November 3, 2006 in
the amount of \$1,189.35 for payments owed for October through December, 2006.

RESPECTFULLY SUBMITTED,


John R. Carfley, Esq.
Attorney for Defendant
Supreme Court ID#: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

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

KELLY L. WENTZ and
JAMES A. WENTZ,
Plaintiffs

vs.

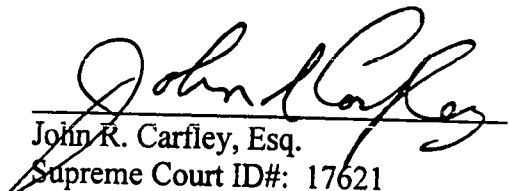
No.: 2007-1483-CD

DAVID E. DESHONG,
Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of February, 2008, I did serve a copy of Defendant's Request for Production of Documents by first class United States mail, postage prepaid, to the party listed below, as follows:

David A. Baric, Esq.
O'Brian, Baric & Scherer
19 West South Street
Carlisle, PA 17013


John R. Carfley, Esq.
Supreme Court ID#: 17621
P. O. Box 249
Philipsburg, PA 16866
814-342-5581

FILED
2008

William A. Shaw
Prothonotary/Clerk of Courts

EXHIBIT “B”

JOHN R. CARFLEY
ATTORNEY AT LAW
222 PRESQUEISLE STREET
P. O. BOX 249
PHILIPSBURG, PENNSYLVANIA 16866

January 24, 2008

AREA CODE 814
TELEPHONE 342-5581
FAX 342-1127

David A. Baric, Esq.
O'Brien, Baric & Scherer
19 West South Street
Carlisle, PA 17013

Re: DeShong - Wentz

Dear Attorney Baric:

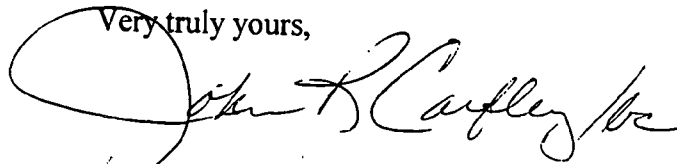
I have reviewed the amortization schedule which your clients presented as proof of payment of their obligation under the Installment Sale Contract. If we give your client the benefit of the doubt for those payments made as noted over the years, we are still facing a situation where there is no proof of payment for substantial periods of time, including the following:

- a. April 15, 2004 to September 15, 2005 - 18 payments x \$396.45 = \$7,136.10
- b. June 15, 2006 to December 15, 2006 - 7 payments x \$396.45 = \$2,775.15
- c. January 15, 2007 to October 15, 2007 - 10 payments x \$396.45 = \$3,964.50

These months for which there is no definite check number or proof of payment equals \$13,875.75. I have not yet discussed this with my client, but perhaps we could agree to retrieve the bank records pertaining to these particular payments. If it turns out that your client has proof of payment, then we would be prepared to move forward to conclude the settlement of this dispute and provide your clients with a deed in return for the outstanding balance. We could thus avoid a hearing and would be asking for no more than the Court would require should it be necessary for you to prove that these payments were, in fact, made in a timely fashion.

Please contact me with your thoughts concerning this particular means of resolving this dispute.

Very truly yours,



John R. Carfley

JRC:bjc

cc: David & Elaine DeShong

EXHIBIT “C”

JOHN R. CARFLEY
ATTORNEY AT LAW
222 PRESQUEISLE STREET
P. O. BOX 249
PHILIPSBURG, PENNSYLVANIA 16866

February 21, 2008

AREA CODE 814
TELEPHONE 342-5581
FAX 342-1127

Via facsimile only

David A. Baric, Esq.
O'Brien, Baric & Scherer
19 West South Street
Carlisle, PA 17013

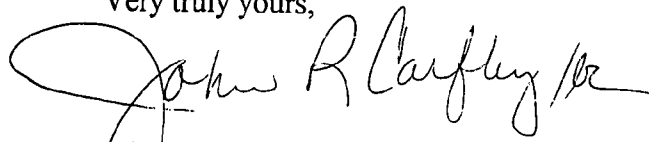
Re: DeShong - Wentz

Dear Dave:

I spoke with Elaine DeShong on Wednesday afternoon and she insists upon seeing the backs of the checks. Therefore, in order to even attempt to settle this matter, I am afraid that you will have to obtain copies of the backs of the checks for me to submit to the DeShongs for review. Ms. DeShong has indicated that she would pay the cost of acquiring these exhibits.

I don't want to prolong this case unnecessarily, however, the only possibility of settlement rests with satisfying Dave DeShong and this appears to be his price for resolving the dispute. Thank you for your patience and cooperation in this regard.

Very truly yours,



John R. Carfley

JRC:bjc

cc: Mr. & Mrs. David DeShong

EXHIBIT “D”

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

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

KELLY L. WENTZ and
JAMES A. WENTZ

MAR 05 2008

-VS-

No. 07-1483-CD test.

DAVID E. DESHONG

William A. Deshong
Prothonotary
Clerk of Court

O R D E R

AND NOW, this 5th day of March, 2008, following hearing on Plaintiffs' Petition to Set Escrow Amount and Quiet Title and Defendant's Answer to Petition to Set Escrow Amount and Quiet Title, and after hearing, it is the ORDER of this Court that Plaintiffs' Petition to Set Escrow Amount and Quiet Title is granted and Plaintiffs may convey their interest in the real property at issue. Defendant, his heirs, personal representatives, successors and assigns are forever barred from asserting any right, title or interest in or to the real property.

It is further ORDERED that Plaintiffs shall establish from the proceeds of the sale for the real property the sum of Eight Thousand (\$8,000.00) Dollars, to be held in the escrow account of counsel for Plaintiffs, in order to

provide assurances to Defendant of payment upon resolution of the payoff amount on his mortgage.

BY THE COURT,

/S/ Fredric J Ammerman

President Judge

EXHIBIT “E”

O'BRIEN, BARIC & SCHERER

19 West South Street
Carlisle, Pennsylvania 17013

Robert L. O'Brien
David A. Baric
Michael A. Scherer

(717) 249-6873
Fax: (717) 249-5755
Email: dbaric@obslaw.com

Robert J. Dailey

March 6, 2008

John Carfley, Esquire
222 Presqueisle Street
P.O. Box 249
Philipsburg, Pennsylvania 17621

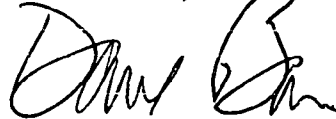
RE: Wentz v. DeShong

Dear John:

Enclosed please find copies of Subpoenas I have prepared to serve upon Citizens Bank, Commerce Bank and PNC Bank to obtain copies of checks in this matter. Please let me know if you have no objection. I will request a cost estimate from each bank and will convey that information to you.

Very truly yours,

O'BRIEN, BARIC & SCHERER



David A. Baric, Esquire

DAB/jl

Enc.

cc: James and Kelly Wentz w/Enc.
File

dab.dir/realestate/wentz/carfley3.ltr

EXHIBIT “F”



525 William Penn Place
Suite 153-2618
Pittsburgh, PA 15219

May 19, 2008

John R. Carfley
222 East Presqueisle Street
Philipsburg, PA 16866

RE: Subpoena – 2007-1483-cd
James A. Wentz

Dear Sir:

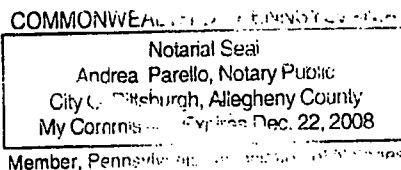
Pursuant to the above-mentioned subpoena I, as Keeper of Records, have conducted a preliminary search of our records. I am enclosing 3 statements and unable to locate checks # 522 and 540 for acct# 6100671860 in compliance with the summons/subpoena.

Sworn to this the 19th day of May, 2008 under the penalties of perjury.

Sincerely,

A handwritten signature in dark ink, appearing to be "Sasha Banks", written over a horizontal line.

Sasha Banks
Assist. Keeper of Records
412-867-3977
Case# 293333



A handwritten signature in dark ink, appearing to be "John Carfley", with the date "5/19/08" written below it.



Citizens Circle
Account Statement

1-888-910-4100

Call Citizens' PhoneBank anytime for account information,
current rates and answers to your questions.

1 OF 2

Beginning July 13, 2004
through August 10, 2004

US002 BR307

JAMES A WENTZ
290 OLD STONEHOUSE RD
CARLISLE PA 17013-8513

Contents

Summary	Page 1
Checking	Page 2
Savings	Page 2

Citizens Circle Summary

Account	Account Number	Balance Last Statement	Balance This Statement	JAMES A WENTZ Citizens Circle Checking 610067-186-0
DEPOSIT BALANCE				
Checking Citizens Circle Checking	610067-186-0	184.55	184.55	
				Total Deposit Balance
				184.55
Average monthly combined balance to waive monthly fee is			5,000.00	Total Relationship Balance
Your average monthly combined balance this statement period is			184.55	184.55



Account Statement

1-888-910-4100

2 OF 2

Call Citizens' PhoneBank anytime for account information,
current rates and answers to your questions.

Beginning July 13, 2004
through August 10, 2004

Checking

SUMMARY

Balance Calculation

Previous Balance	184.55
Checks	.00 -
Withdrawals	.00 -
Deposits & Additions	.00 +
Current Balance	184.55 =

JAMES A WENTZ
Citizens Circle Checking
610067-186-0

Previous Balance

184.55

TRANSACTION DETAILS

No activity this statement period

Current Balance

184.55

Savings

SUMMARY

Balance Calculation

	Balance		
Previous Balance	1,062.74	Average Daily Balance	1,062.81
Withdrawals	.00 -		
Deposits & Additions	.00 +	Interest	
Interest Paid	.22 +	Current Interest Rate	.25%
Current Balance	1,062.96 =	Annual Percentage Yield Earned	.25%
		Number of Days Interest Earned	29
		Interest Earned	.21
		Interest Paid this Year	7.83

JAMES A WENTZ
Statement Savings
6140-203163

Previous Balance

1,062.74

TRANSACTION DETAILS

Interest

Date	Item No.	Amount	Description
07/30		.22	Interest

Total Interest Paid

.22

Current Balance

1,062.96

Daily Balance

Date	Balance	Date	Balance	Date	Balance
07/30	1,062.96				



**Call Citizens' PhoneBank anytime for account information,
current rates and answers to your questions.**

1 OF 2

Beginning August 11, 2004
through September 10, 2004

JAMES A WENTZ
290 OLD STONEHOUSE RD
CARLISLE PA 17013-8513

Summary	Page	1
Checking	Page	2
Savings	Page	2

Account	Account Number	Balance Last Statement	Balance This Statement	
				JAMES A WENTZ Citizens Circle Checking 610067-186-0

D E P O S I T B A L A N C E				
C h e c k i n g				
Citizens Circle Checking	610067-186-0	184.55	184.55	
				Total Deposit Balance
				= -----
				184.55
Average monthly combined balance to waive monthly fee is			5,000.00	Total Relationship Balance
Your average monthly combined balance this statement period is			184.55	= -----
				184.55



Account Statement

1-888-910-4100

2 OF 2

Call Citizens' PhoneBank anytime for account information,
current rates and answers to your questions.

Beginning August 11, 2004
through September 10, 2004

Checking

SUMMARY

Balance Calculation

Previous Balance	184.55
Checks	.00 -
Withdrawals	.00 -
Deposits & Additions	.00 +
Current Balance	184.55 =

JAMES A WENTZ
Citizens Circle Checking
610067-186-0

Previous Balance

184.55

TRANSACTION DETAILS

No activity this statement period

Current Balance

184.55

Savings

SUMMARY

Balance Calculation

Previous Balance	1,062.96	Average Daily Balance	1,063.04
Withdrawals	.00 -		
Deposits & Additions	.00 +	Interest	
Interest Paid			
	.23 +	Current Interest Rate	.25%
Current Balance	1,063.19 =	Annual Percentage Yield Earned	.25%
		Number of Days Interest Earned	33
		Interest Earned	.24
		Interest Paid this Year	8.06

JAMES A WENTZ
Statement Savings
6140-203163

Previous Balance

1,062.96

TRANSACTION DETAILS

Interest

Date	Item No.	Amount	Description
08/31		.23	Interest

Total Interest Paid

.23

Current Balance

1,063.19

Daily Balance

Date	Balance	Date	Balance	Date	Balance
08/31	1,063.19				

! NEWS FROM CITIZENS

--The money you need, when you need it. Citizens Bank Home Equity Lines and Loans.
Call 1-800-340-LOAN or talk to a banker today.

--Citizens Bank Online is the fastest, most convenient way to access your accounts, transfer funds and pay your bills online. Plus, it's FREE! Go to www.citizensbank.com to enroll or login. ATM/Debit card required for online banking.



Citizens Circle
Account Statement

1-888-910-4100

Call Citizens' PhoneBank anytime for account information,
current rates and answers to your questions.

1 OF 3

Beginning September 11, 2004
through October 12, 2004

US002 BR307

JAMES A WENTZ
290 OLD STONEHOUSE RD
CARLISLE PA 17013-8513

Contents

Summary	Page 1
Checking	Page 2
Savings	Page 2

Citizens Circle Summary

Account	Account Number	Balance Last Statement	Balance This Statement	JAMES A WENTZ Citizens Circle Checking 610067-186-0
DEPOSIT BALANCE				
Checking				
Citizens Circle Checking	610067-186-0	184.55	184.55	
				Total Deposit Balance
				184.55
Monthly combined balance to waive monthly fee is			5,000.00	Total Relationship Balance
Your monthly combined balance this statement period is			184.55	184.55



Account Statement

1-888-910-4100

2 OF 3

Call Citizens' PhoneBank anytime for account information,
current rates and answers to your questions.

Beginning September 11, 2004
through October 12, 2004

Checking

SUMMARY

Balance Calculation

Previous Balance	184.55
Checks	.00 -
Withdrawals	.00 -
Deposits & Additions	.00 +
Current Balance	184.55 =

JAMES A WENTZ
Citizens Circle Checking
610067-186-0

Previous Balance

184.55

TRANSACTION DETAILS

No activity this statement period

Current Balance

184.55

Savings

SUMMARY

Balance Calculation

Balance

Previous Balance	1,063.19	Average Daily Balance	1,063.27
Withdrawals	.00 -		
Deposits & Additions	1,000.00 +	Interest	
Interest Paid			
	.22 +	Current Interest Rate	.25%
Current Balance	2,063.41 =	Annual Percentage Yield Earned	.25%
		Number of Days Interest Earned	30
		Interest Earned	.22
		Interest Paid this Year	8.28

JAMES A WENTZ
Statement Savings
6140-203163

Previous Balance

1,063.19

TRANSACTION DETAILS

Deposits & Additions

Date	Item No.	Amount	Description
10/12	42473337	1,000.00	Deposit

Total Deposits & Additions

1,000.00

Interest

Date	Item No.	Amount	Description
09/30		.22	Interest

Total Interest Paid

.22

Current Balance

2,063.41

Daily Balance

Date	Balance	Date	Balance	Date	Balance
09/30	1,063.41	10/12	2,063.41		

NEWS FROM CITIZENS

--Starting October 28, 2004, some or all of the checks that you receive with your account statement or by request may look different than the checks you wrote. To make check processing easier, a federal law known as The Check Clearing for the 21st Century Act (referred to as



Account Statement

1-888-910-4100

3 OF 3

**Call Citizens' PhoneBank anytime for account information,
current rates and answers to your questions.**

Beginning September 11, 2004
through October 12, 2004

Savings continued from previous page

JAMES A WENTZ
Statement Savings
6140-203163

1 NEWS FROM CITIZENS (continued)

"Check 21" permits banks to replace original checks with "substitute checks". The enclosed notice describes substitute checks and the rights you will have when you receive them.

Please review this notice carefully and retain it for future reference. If you have any questions about Check 21 please visit your local branch or contact our 24 Hour PhoneBank at 1-888-910-4100. Thank you for choosing Citizens Bank.

EXHIBIT “G”

LOCUST POINT HAULING INC
PAYROLL ACCOUNT
39 NORTH LOCUST POINT RD
MECHANICABURG PA 17050

02/28/05

0536709819

5

CYCLE-008

*** CHECKING *** BUSINESS

ACCOUNT NUMBER 0536709819

PREVIOUS STATEMENT BALANCE AS OF 01/31/05	156.28
PLUS 2 DEPOSITS AND OTHER CREDITS	2,500.00
LESS 6 CHECKS AND OTHER DEBITS	521.55
CURRENT STATEMENT BALANCE AS OF 02/28/05	2,134.73
NUMBER OF DAYS IN THIS STATEMENT PERIOD 28	

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1001	02/17	19.88	1004	02/25	260.31
1002	02/25	45.60	1005	02/23	149.09
1003	02/25	35.17			

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
02/17	XFER FROM ACCT CK-000536709801		400.00
02/24	XFER FROM ACCT CK-000536709801		2,100.00
02/24	AC-CLARKE AMERICAN -CHK ORDER	11.50	

*** BALANCE BY DATE ***

01/31	156.28	02/17	536.40	02/23	387.31	02/24	2,475.81
02/25	2,134.73						

LOCUST POINT HAULING INC
PAYROLL ACCOUNT
39 NORTH LOCUST POINT RD
MECHANICABURG PA 17050

03/31/05

0536709819

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CYCLE-008

*** CHECKING *** BUSINESS

ACCOUNT NUMBER 0536709819

PREVIOUS STATEMENT BALANCE AS OF 02/28/05	2,134.73
PLUS 2 DEPOSITS AND OTHER CREDITS	1,100.00
LESS 6 CHECKS AND OTHER DEBITS	2,694.42
CURRENT STATEMENT BALANCE AS OF 03/31/05	540.31
NUMBER OF DAYS IN THIS STATEMENT PERIOD 31	

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1000	03/25	182.04	1007	03/24	2,000.00
1001	03/29	356.11	1008	03/07	19.88
1006*	03/02	109.57	1009	03/22	26.82

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
03/17	CREDIT MEMO		600.00
03/25	CREDIT MEMO		500.00

*** BALANCE BY DATE ***

02/28	2,134.73	03/02	2,025.16	03/07	2,005.28	03/17	2,605.28
03/22	2,578.46	03/24	578.46	03/25	896.42	03/29	540.31

LOCUST POINT HAULING INC
PAYROLL ACCOUNT
39 NORTH LOCUST POINT RD
MECHANICABURG PA 17050

04/30/05

0536709819

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CYCLE-008

*** CHECKING *** BUSINESS

ACCOUNT NUMBER 0536709819

PREVIOUS STATEMENT BALANCE AS OF 03/31/05 540.31

PLUS 6 DEPOSITS AND OTHER CREDITS 3,260.00

LESS 10 CHECKS AND OTHER DEBITS 3,249.48

CURRENT STATEMENT BALANCE AS OF 04/30/05 550.83

NUMBER OF DAYS IN THIS STATEMENT PERIOD 30

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1002	04/05	371.11	1007	04/18	184.09
1003	04/01	117.85	1008	04/26	371.11
1004	04/13	371.10	1009	04/25	715.22
1005	04/08	222.70	1010	04/07	25.19
1006	04/19	371.11	1011	04/01	500.00

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
04/01	CREDIT MEMO		500.00
04/08	XFER FROM ACCT CK-000536709801		570.00
04/15	XFER FROM ACCT CK-000536709801		560.00
04/22	XFER FROM ACCT CK-000536709801		85.00
04/22	DEPOSIT		1,000.00
04/26	XFER FROM ACCT CK-000536709801		545.00

*** BALANCE BY DATE ***

03/31	540.31	04/01	422.46	04/05	51.35	04/07	26.16
04/08	373.46	04/13	2.36	04/15	562.36	04/18	378.27
04/19	7.16	04/22	1,092.16	04/25	376.94	04/26	550.83

LOCUST POINT HAULING INC
PAYROLL ACCOUNT
39 NORTH LOCUST POINT RD
MECHANICABURG PA 17050

05/31/05

0536709819

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CYCLE-008

*** CHECKING *** BUSINESS

ACCOUNT NUMBER 0536709819

PREVIOUS STATEMENT BALANCE AS OF 04/30/05	550.83
PLUS 8 DEPOSITS AND OTHER CREDITS	7,515.00
LESS 21 CHECKS AND OTHER DEBITS	7,663.56
CURRENT STATEMENT BALANCE AS OF 05/31/05	402.27
NUMBER OF DAYS IN THIS STATEMENT PERIOD 31	

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1010	05/02	539.60	1026	05/16	645.86
1011	05/03	371.11	1027	05/17	612.70
1012	05/02	583.26	1028	05/24	363.43
1017*	05/10	24.24	1029	05/23	581.61
1018	05/13	108.68	1030	05/24	520.10
1019	05/27	42.86	1031	05/27	39.76
1020	05/11	199.77	1032	05/27	539.60
1022*	05/06	564.01	1033	05/31	363.43
1023	05/10	199.69	1034	05/27	549.51
1024	05/10	363.43	1035	05/27	87.49
1025	05/17	363.42			

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
05/02	DEPOSIT		950.00
05/06	DEPOSIT		1,500.00
05/13	XFER FROM ACCT CK-000536709801		225.00
05/13	DEPOSIT		1,400.00
05/20	XFER FROM ACCT CK-000536709801		1,000.00
05/20	DEPOSIT		500.00
05/24	XFER FROM ACCT CK-000536709801		540.00
05/27	XFER FROM ACCT CK-000536709801		1,400.00

*** BALANCE BY DATE ***

04/30	550.83	05/02	377.97	05/03	6.86	05/06	942.85
05/10	355.49	05/11	155.72	05/13	1,672.04	05/16	1,026.18
05/17	50.06	05/20	1,550.06	05/23	968.45	05/24	624.92
05/27	765.70	05/31	402.27				

LOCUST POINT HAULING INC
PAYROLL ACCOUNT
39 NORTH LOCUST POINT RD
MECHANICABURG PA 17050

06/30/05

0536709819

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CYCLE-008

*** CHECKING *** BUSINESS

ACCOUNT NUMBER 0536709819

PREVIOUS STATEMENT BALANCE AS OF 05/31/05 402.27

PLUS 6 DEPOSITS AND OTHER CREDITS 6,187.00

LESS 17 CHECKS AND OTHER DEBITS 6,570.16

CURRENT STATEMENT BALANCE AS OF 06/30/05 19.11

NUMBER OF DAYS IN THIS STATEMENT PERIOD 30

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1036	06/01	400.43	1047	06/21	535.10
1037	06/06	355.75	1048	06/17	87.49
1038	06/06	538.10	1049	06/28	363.43
1039	06/07	577.32	1050	06/24	546.42
1040	06/15	363.43	1051	06/24	241.47
1041	06/10	528.79	1052	06/28	459.45
1042	06/14	544.90	1053	06/28	19.88
1045*	06/21	363.42	1054	06/29	10.36
1046	06/17	634.42			

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
06/02	XFER FROM ACCT CK-000536709801		1,472.00
06/10	XFER FROM ACCT CK-000536709801		200.00
06/10	DEPOSIT		885.00
06/14	XFER FROM ACCT CK-000536709801		355.00
06/17	XFER FROM ACCT CK-000536709801		1,625.00
06/23	XFER FROM ACCT CK-000536709801		1,650.00

*** BALANCE BY DATE ***

05/31	402.27	06/01	1.84	06/02	1,473.84	06/06	579.99
06/07	2.67	06/10	558.88	06/14	368.98	06/15	5.55
06/17	908.64	06/21	10.12	06/23	1,660.12	06/24	872.23
06/28	29.47	06/29	19.11				

LOCUST POINT HAULING INC
PAYROLL ACCOUNT
39 NORTH LOCUST POINT RD
MECHANICABURG PA 17050

07/31/05

0536709819

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CYCLE-008

*** CHECKING *** BUSINESS

ACCOUNT NUMBER 0536709819

PREVIOUS STATEMENT BALANCE AS OF 06/30/05	19.11
PLUS 6 DEPOSITS AND OTHER CREDITS	5,000.00
LESS 15 CHECKS AND OTHER DEBITS	4,652.77
CURRENT STATEMENT BALANCE AS OF 07/31/05	366.34
NUMBER OF DAYS IN THIS STATEMENT PERIOD 31	

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1013	07/07	55.69	1059	07/08	339.04
1014	07/07	55.69	1060	07/11	277.16
1015	07/07	55.71	1070*	07/18	363.43
1016	07/07	55.69	1071	07/15	367.57
1055*	07/06	363.43	1076*	07/26	363.42
1056	07/01	374.79	1077	07/22	681.06
1057	07/06	384.05	1079*	07/29	552.61
1058	07/12	363.43			

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
07/01	XFER FROM ACCT CK-000536709801		1,110.00
07/06	XFER FROM ACCT CK-000536709801		225.00
07/08	XFER FROM ACCT CK-000536709801		975.00
07/14	XFER FROM ACCT CK-000536709801		1,230.00
07/22	XFER FROM ACCT CK-000536709801		750.00
07/29	CREDIT MEMO		710.00

*** BALANCE BY DATE ***

06/30	19.11	07/01	754.32	07/06	231.84	07/07	9.06
07/08	645.02	07/11	367.86	07/12	4.43	07/14	1,234.43
07/15	866.86	07/18	503.43	07/22	572.37	07/26	208.95
07/29	366.34						

LOCUST POINT HAULING INC
PAYROLL ACCOUNT
39 NORTH LOCUST POINT RD
MECHANICABURG PA 17050

08/31/05

0536709819

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CYCLE-008

*** CHECKING *** BUSINESS

ACCOUNT NUMBER 0536709819

PREVIOUS STATEMENT BALANCE AS OF 07/31/05	366.34
PLUS 7 DEPOSITS AND OTHER CREDITS	7,522.00
LESS 16 CHECKS AND OTHER DEBITS	6,774.29
CURRENT STATEMENT BALANCE AS OF 08/31/05	1,114.05
NUMBER OF DAYS IN THIS STATEMENT PERIOD 31	

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1043	08/22	39.76	1086	08/16	564.01
1078*	08/01	363.43	1088*	08/23	306.27
1080*	08/04	336.90	1090*	08/19	1,111.15
1081	08/05	652.04	1091	08/25	369.32
1082	08/16	154.19	1092	08/26	322.96
1083	08/12	266.55	1093	08/23	505.00
1085*	08/18	366.37	1096*	08/30	416.34

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
08/03	CREDIT MEMO		565.00
08/03	DEPOSIT		422.00
08/12	CREDIT MEMO		450.00
08/16	CREDIT MEMO		2,895.00
08/17	CREDIT MEMO		1,115.00
08/19	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	
08/23	CREDIT MEMO		1,400.00
08/26	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	
08/30	CREDIT MEMO		675.00

*** BALANCE BY DATE ***

07/31	366.34	08/01	2.91	08/03	989.91	08/04	653.01
08/05	.97	08/12	184.42	08/16	2,361.22	08/17	3,176.22
08/18	3,109.85	08/19	1,498.70	08/22	1,458.94	08/23	2,047.67
08/25	1,678.35	08/26	855.39	08/30	1,114.05		

LOCUST POINT HAULING INC
PAYROLL ACCOUNT
39 NORTH LOCUST POINT RD
MECHANICABURG PA 17050

08/31/05

0536709819

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CYCLE-008

*** CHECKING *** BUSINESS

ACCOUNT NUMBER 0536709819

PREVIOUS STATEMENT BALANCE AS OF 07/31/05	366.34
PLUS 7 DEPOSITS AND OTHER CREDITS	7,522.00
LESS 16 CHECKS AND OTHER DEBITS	6,774.29
CURRENT STATEMENT BALANCE AS OF 08/31/05	1,114.05
NUMBER OF DAYS IN THIS STATEMENT PERIOD 31	

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1043	08/22	39.76	1086	08/16	564.01
1078*	08/01	363.43	1088*	08/23	306.27
1080*	08/04	336.90	1090*	08/19	1,111.15
1081	08/05	652.04	1091	08/25	369.32
1082	08/16	154.19	1092	08/26	322.96
1083	08/12	266.55	1093	08/23	505.00
1085*	08/18	366.37	1096*	08/30	416.34

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
08/03	CREDIT MEMO		565.00
08/03	DEPOSIT		422.00
08/12	CREDIT MEMO		450.00
08/16	CREDIT MEMO		2,895.00
08/17	CREDIT MEMO		1,115.00
08/19	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	
08/23	CREDIT MEMO		1,400.00
08/26	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	
08/30	CREDIT MEMO		675.00

*** BALANCE BY DATE ***

07/31	366.34	08/01	2.91	08/03	989.91	08/04	653.01
08/05	.97	08/12	184.42	08/16	2,361.22	08/17	3,476.22
08/18	3,109.85	08/19	1,498.70	08/22	1,458.94	08/23	2,047.67
08/25	1,678.35	08/26	855.39	08/30	1,114.05		

LOCUST POINT HAULING INC
PAYROLL ACCOUNT
39 NORTH LOCUST POINT RD
MECHANICABURG PA 17050

09/30/05

0536709819

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CYCLE-008

*** CHECKING *** BUSINESS

ACCOUNT NUMBER 0536709819

PREVIOUS STATEMENT BALANCE AS OF 08/31/05	1,114.05
PLUS 10 DEPOSITS AND OTHER CREDITS	10,981.86
LESS 23 CHECKS AND OTHER DEBITS	11,197.46
CURRENT STATEMENT BALANCE AS OF 09/30/05	898.45
NUMBER OF DAYS IN THIS STATEMENT PERIOD 30	

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1094	09/01	363.43	1104	09/13	389.56
1095	09/01	322.96	1105	09/15	363.42
1097*	09/13	3,555.20	1106	09/21	372.26
1098	09/08	363.43	1107	09/28	188.60
1099	09/12	43.74	1108	09/20	426.65
1100	09/07	436.96	1109	09/23	134.36
1101	09/12	363.43	1110	09/28	369.33
1102	09/15	363.43	1112*	09/27	447.29
1103	09/28	59.05	1113	09/29	134.36

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
09/01	DEPOSIT		100.00
09/02	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	
09/06	CREDIT MEMO		1,000.00
09/07	CREDIT MEMO		3,900.00
09/08	DEPOSIT		363.43
09/09	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	
09/13	CREDIT MEMO		1,655.00
09/14	DEPOSIT		363.43
09/16	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	
09/20	CREDIT MEMO		500.00
09/20	CREDIT MEMO		800.00
09/20	CREDIT MEMO		1,100.00
09/23	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	
09/28	CREDIT MEMO		1,200.00
09/30	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	

*** BALANCE BY DATE ***

08/31	1,114.05	09/01	527.66	09/02	27.66	09/06	1,027.66
09/07	4,490.70	09/09	3,990.70	09/12	3,583.53	09/13	1,293.77
09/14	1,657.20	09/15	930.35	09/16	430.35	09/20	2,403.70
09/21	2,031.44	09/23	1,397.08	09/27	949.79	09/28	1,532.81
09/29	1,398.45	09/30	898.45				

AS OF 11/09/05, DEPOSITED CHECKS ARE UNAVAILABLE
TO PAY CHECKS UNTIL THE NEXT BUSINESS DAY. A \$35
PER ITEM FEE APPLIES FOR USE OF UNCOLLECTED FUNDS.

LOCUST POINT HAULING INC
PAYROLL ACCOUNT
39 NORTH LOCUST POINT RD
MECHANICABURG PA 17050

10/31/05

0536709819

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CYCLE-008

*** CHECKING *** BUSINESS

ACCOUNT NUMBER 0536709819

PREVIOUS STATEMENT BALANCE AS OF 09/30/05	898.45
PLUS 6 DEPOSITS AND OTHER CREDITS	10,350.00
LESS 24 CHECKS AND OTHER DEBITS	10,613.94
CURRENT STATEMENT BALANCE AS OF 10/31/05	634.51
NUMBER OF DAYS IN THIS STATEMENT PERIOD 31	

*** CHECK TRANSACTIONS ***

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
1044	10/27	85.00	1122	10/13	85.00
1111*	10/04	188.60	1125*	10/20	363.42
1114*	10/11	39.76	1126	10/20	96.92
1115	10/05	363.43	1127	10/21	85.00
1116	10/12	188.60	1128	10/27	621.92
1117	10/04	447.27	1129	10/28	265.61
1118	10/06	134.36	1130	10/28	300.00
1119	10/13	363.43	1131	10/27	363.43
1120	10/13	222.96	1133*	10/25	413.27
1121	10/11	430.76	1270*	10/24	3,555.20

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE	DESCRIPTION	DEBITS	CREDITS
10/04	CREDIT MEMO		1,465.00
10/07	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	
10/11	CREDIT MEMO		3,000.00
10/14	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	
10/18	CREDIT MEMO		2,875.00
10/21	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	
10/25	CREDIT MEMO		1,150.00
10/26	CREDIT MEMO		1,100.00
10/28	CREDIT MEMO		760.00
10/28	AC-COMMERCIAL CREDI-PREAUTHPMT	500.00	

*** BALANCE BY DATE ***

09/30	898.45	10/04	1,727.58	10/05	1,364.15	10/06	1,229.79
10/07	729.79	10/11	3,259.27	10/12	3,070.67	10/13	2,399.28
10/14	1,899.28	10/18	4,774.28	10/20	4,313.94	10/21	3,728.94
10/24	173.74	10/25	910.47	10/26	2,010.47	10/27	940.12
10/28	634.51						

EXHIBIT “H”

(Phone: 412-762-0351 or 1-800-762-3428)

(Fax: 412-705-2583)

500 First Avenue

Pittsburgh, Pa. 15219

Email: Susan.Loughner@PNC.com



The Thinking Behind The Money

June 12, 2008

John R. Carfley, Esq.
P.O. Box 249
222 E. Presqueisle St.
Philipsburg, PA 16866

Re: Keli's Deli Inc.
PNC Bank File: 2008-11810

Dear Mr. Carfley;

PNC has received your request for customer documents. In an effort to facilitate our response to your item we are notifying you of the following:

- ☒ We have researched the electronic database and believe we have identified accounts that are responsive to your request. Documents have been ordered. We cannot, however, promise that all documents requested will be available by the return date on your request.
- ☒ The bank records have been ordered as specified. We will forward upon receipt.
- ☒ Should you have any questions regarding the status of your request, kindly contact the undersigned via e-mail identifying "only" the PNC Bank File number listed above at Susan.Loughner@pnc.com.

On all e-mails, phone calls and correspondence, please refer to the file number that is set forth above.

Very truly yours,

A handwritten signature in cursive script that reads 'Susan I. Loughner'.

Susan I. Loughner
Records Custodian

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

KELLY L. WENTZ and JAMES A. WENTZ,
Plaintiffs

vs.

DAVID E. DESHONG,
Defendant

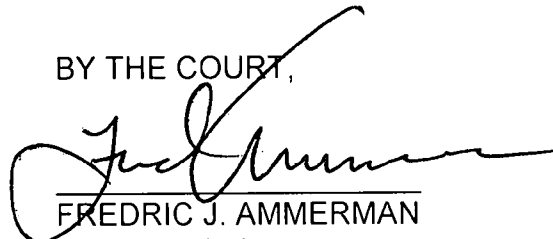
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No. 2007-1483-CD

ORDER

NOW, this 7th day of August, 2008, the Court noting that trial is scheduled for August 13, 2008 and the Court received the Defendant's Motion for Summary Judgment on August 7, 2008 which may unreasonably delay the trial pursuant to Rule of Civil Procedure 1035.2, it is the ORDER of this court that the said Motion be and is hereby DENIED.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
AUG 07 2008

William A. Shaw
Prothonotary/Clerk of Courts

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e/4:00/01
Sty's: Baric
J. Carley
60

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

KELLY L. WENTZ and
JAMES A. WENTZ,

Plaintiffs

NO. 07-1483-CD

v.

DAVID E. DESHONG,

Defendant.

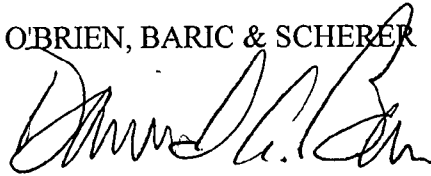
PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above-captioned action as having been settled and discontinued.

Respectfully submitted,

O'BRIEN, BARIC & SCHERER



David A. Baric, Esquire
I.D. # 44853
19 West South Street
Carlisle, PA 17013
(717) 249-6873

Attorney for Plaintiffs

Date: August 28, 2008

FILED acc & 1 Cert
m/2:30pm of disc issued
SEP - 2 2008 to A44 Baric

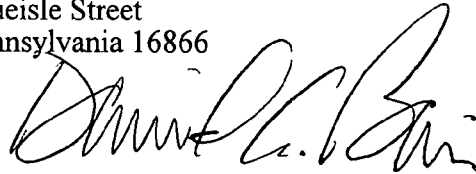
William A. Shaw
Prothonotary/Clerk of Courts

LSM Copy to CIA -

CERTIFICATE OF SERVICE

I hereby certify that on August 28, 2008, I, David A. Baric, Esquire of O'Brien, Baric & Scherer, did serve a copy of a Praecipe To Discontinue, by first class U.S. mail, postage prepaid, to the party listed below, as follows:

John R. Carfley, Esquire
222 Presqueisle Street
Philipsburg, Pennsylvania 16866

A handwritten signature in black ink, appearing to read "David A. Baric", written over a horizontal line.

David A. Baric, Esquire

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Kelly L. Wentz
James A. Wentz

Vs.
David E. DeShong

No. 2007-01483-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 2, 2008, marked:

Settled and Discontinued

Record costs in the sum of \$95.00 have been paid in full by O'Brien, Baric & Scherer.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of September A.D. 2008.



William A. Shaw, Prothonotary

LM