

08-425-CD

Hopkins Heltzel vs W. Muscovich

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

CLEARFIELD County
Judicial District, County Of

46TH

NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2008-425-CD

FILED

MAR 12 2008

01/05/08

William A. Shaw
Prothonotary/Clerk of CourtsNOTICE
TO ITSELF

NOTICE OF APPEAL

M.D.S.
Form

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT <u>WALTER P MUSCOVICH SR. ET AL.</u>		MAG. DIST. NO. <u>46-3-01</u>	NAME OF MDJ <u>PATRICK N. FORD.</u>	
ADDRESS OF APPELLANT <u>318 TREASURE LAKE</u>		CITY <u>DUBOIS</u>	STATE <u>PA</u>	ZIP CODE <u>15801</u>
DATE OF JUDGMENT <u>2/12/08</u>	IN THE CASE OF (Plaintiff) <u>HOPKINS HELTZEL LLP</u>		(Defendant) <u>WALTER P MUSCOVICH SR. ET AL.</u>	
DOCKET No. <u>CV-0000687-07</u>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <u>[Signature]</u>			

This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B.

This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action

before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty

(20) days after filing the NOTICE of APPEAL.

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.D.J. No. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon HOPKINS HELTZEL LLP. appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 2008-425-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or attorney or agent

RULE: To HOPKINS HELTZEL LLP appellee(s)

Name of appellee(s)

OWNER

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date MAR 12 08

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**
MDJ Name: Hon. **PATRICK N. FORD**
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
HOPKINS HELTZEL LLP
100 MEADOW LANE APT/STE 5
DUBOIS, PA 15801

VS.
DEFENDANT: NAME and ADDRESS
MUSCOVICH SR, WALTER P, ET AL.
318 TREASURE LAKE
DUBOIS, PA 15801

PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801

Docket No.: **CV-0000687-07**
Date Filed: **12/20/07**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **2/12/08**

☒ Judgment was entered for: (Name) **HOPKINS HELTZEL LLP**

☒ Judgment was entered against: (Name) **MUSCOVICH, JUDY E**
in the amount of \$ **4,162.19**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

☐ Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$ 4,024.69
Judgment Costs	\$ 137.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 4,162.19
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

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2-12-08 Date Patrick N. Ford - PNF, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: 2/12/08 11:45:00 AM

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**
MDJ Name: Hon. **PATRICK N. FORD**
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
HOPKINS HELTZEL LLP
100 MEADOW LANE APT/STE 5
DUBOIS, PA 15801

VS.
DEFENDANT: NAME and ADDRESS
MUSCOVICH SR, WALTER P, ET AL.
318 TREASURE LAKE
DUBOIS, PA 15801

Docket No.: **CV-0000687-07**
Date Filed: **12/20/07**



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- ☒ Judgment was entered against: (Name) **MUSCOVICH SR, WALTER P**
in the amount of \$ **4,162.19**
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- ☐ Damages will be assessed on Date & Time _____
- ☐ This case dismissed without prejudice.
- ☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____
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2-12-08 Date Patrick N. Ford, Magisterial District Judge

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My commission expires first Monday of January, **2012**.

SEAL

AOPC 315-07

DATE PRINTED: 2/12/08 11:45:00 AM

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.: **46-3-01**
MDJ Name: Hon. **PATRICK N. FORD**
Address: **309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA**
Telephone: **(814) 371-5321 15801**

PLAINTIFF: **HOPKINS HELTZEL LLP**
100 MEADOW LANE APT/STE 5
DUBOIS, PA 15801

VS.
DEFENDANT: **MUSCOVICH SR, WALTER P, ET AL.**
318 TREASURE LAKE
DUBOIS, PA 15801

**PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801**

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FILED

MAR 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

2-12-08 Date **Patrick N. Ford - PNF**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**

MDJ Name: Hon. **PATRICK N. FORD**

Address: **309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
**HOPKINS HELTZEL LLP
100 MEADOW LANE APT/STE 5
DUBOIS, PA 15801**

VS.
DEFENDANT: NAME and ADDRESS
**MUSCOVICH SR, WALTER P, ET AL.
318 TREASURE LAKE
DUBOIS, PA 15801**

**PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801**

Docket No.: **CV-0000687-07**
Date Filed: **12/20/07**



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2-12-08 Date Patrick N. Ford - PNF, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: 2/12/08 11:45:00 AM

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

CIVIL COMPLAINT

Mag. Dist. No.: 46-3-01
DJ Name: Hon. PATRICK N. FORD
Address: 309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA 15801
Telephone: (814) 371-5321

PLAINTIFF: NAME and ADDRESS
Hopkins Heltzel LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

VS.
DEFENDANT: NAME and ADDRESS
Walter P. Muscovitch, Sr.
Judy E. Muscovitch
517 Knarr Street
DuBois, PA 15801

Docket No. **CV 68707**
Date Filed:

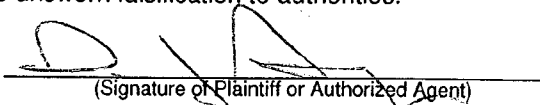


	AMOUNT	DATE PAID
FILING COSTS \$	<u>137.50</u>	<u>/ /</u>
SERVING COSTS \$	<u> </u>	<u>/ /</u>
TOTAL \$	<u> </u>	<u>/ /</u>

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 4,024.69 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Plaintiff paid \$4,024.69 on behalf of Defendants and have not been repaid.

I, David J. Hopkins verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.


(Signature of Plaintiff or Authorized Agent)

Plaintiff's
Attorney: David J. Hopkins, Esquire

Address: 100 Meadow Lane, Suite 5

Telephone: (814) 375-0300

DuBois, PA 15801

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. **If you are disabled and require assistance, please contact the Magisterial District office at the address above.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,
Plaintiff

vs.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH,
Defendants

No. 2008-425 C.D.

Type of Pleading: Complaint

Filed on behalf of: Hopkins Heltzel, LLP,
Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE

Attorney at Law

Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE

Attorney at Law

Supreme Court No. 83998

100 Meadow Lane, Suite 5

DuBois, Pennsylvania 15801

(814) 375-0300

FILED ^{icc}
m/12:50 PM
MAR 24 2008
Atty Hopkins
(GP)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,	:	
Plaintiff	:	No. 2008-425 C.D.
	:	
vs.	:	
	:	
WALTER P. MUSCOVICH, SR. and	:	
JUDY E. MUSCOVICH,	:	
Defendants	:	

NOTICE

TO DEFENDANTS:

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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,	:	
Plaintiff	:	No. 2008-425 C.D.
	:	
vs.	:	
	:	
WALTER P. MUSCOVICH, SR. and	:	
JUDY E. MUSCOVICH,	:	
Defendants	:	

COMPLAINT

AND NOW, comes Hopkins Heltzel LLP and files the within Complaint and in support thereof says:

COUNT I - UNJUST ENRICHMENT

1. Plaintiff, Hopkins Heltzel LLP, is a Limited Liability Partnership organized under the laws of the Commonwealth of Pennsylvania maintaining a principal business address at 100 Meadow Lane, Suite 5, DuBois, Pennsylvania 15801.

2. Defendants, Walter P. Muscovich, Sr. and Judy E. Muscovich, are adult individuals who reside in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania.

3. By Agreement dated September 22, 2006, Defendants agreed to sell and convey real property and improvements known as Section 15, Lots 181 and 182 in the Treasure Lake Subdivision of Sandy Township to David G. Stainbrook and Barbara T. Stainbrook (hereinafter "Stainbrook").

4. The Agreement of Sale required Defendants to deliver a special warranty deed to Stainbrook. Stainbrook retained Plaintiff to search the title to the property and to handle the closing that was scheduled for October 19, 2006.

5. Plaintiff searched the title on behalf of Stainbrook. Plaintiff discovered Defendants had unpaid 2005 real estate taxes that had been returned to the Clearfield County Tax Claim Bureau. Plaintiff sought the amount due from the Clearfield County Tax Claim Bureau. The Tax Bureau sent Plaintiff the payoff for the wrong property.

6. At closing, Defendants delivered a special warranty deed as required by the September 22, 2006 Agreement and executed an affidavit of title stating no taxes were due.

7. Based upon the Tax Claim Bureau payoff, Defendants' special warranty deed and Defendants' affidavit of title, Plaintiff certified title to Stainbrook and closed the real estate transaction on October 19, 2006.

8. After the closing, the Clearfield County Tax Claim Bureau sent notices to Stainbrook that there remained unpaid real estate taxes on Section 15, Lots 181 and 182.

9. Because Plaintiff had certified the title to the property to Stainbrook, Plaintiff paid Clearfield County Tax Claim Bureau \$4,024.69, the outstanding real estate taxes that should have been paid by Defendants at the real estate closing.

10. Defendants have been unjustly enriched in the amount of \$4,024.69.

11. Plaintiff has incurred District Magistrate fees of \$137.50.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants in the amount of \$4,162.19 together with interest from February 12, 2008, costs of suit and such other and further relief as the Court deems fair, just and equitable.

COUNT II - QUANTUM MERUIT

12. Plaintiff repeats each of the allegations set forth in Count I as if set forth at length herein.

13. As a result of the actions of Defendant, Defendant has received the value of having Defendants' 2005 real estate taxes paid.

14. The real estate taxes for which Defendants have received value total \$4,024.69.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants in the amount of \$4,162.19 together with interest from February 12, 2008, costs of suit and such other and further relief as the Court deems fair, just and equitable.

COUNT III - BREACH OF WARRANTY

14. Plaintiff repeats each of the allegations set forth in Count I and Count II as if set forth at length herein.

15. Pursuant to the September 22, 2006 Agreement of Sale between Defendants and Stainbrook, Defendants were obligated to and did deliver a special warranty deed warranting to Stainbrook they were conveying the property with good and marketable title against those actions of the Defendants.

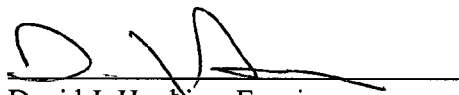
16. The Defendants' actions in conveying property subject to an outstanding real estate tax claim that arose during Defendants' ownership were in violation of the special warranty deed and affidavit of title and constitute breach of warranty.

17. As a result of the breach of the warranty, Plaintiff paid \$4,024.69 that was the obligation of the Defendants.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants in the amount of \$4,162.19 together with interest from February 12, 2008, costs of suit and such other and further relief as the Court deems fair, just and equitable.

Respectfully submitted,

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire


VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

HOPKINS HELTZEL LLP

By: _____

A handwritten signature in black ink, appearing to be "D. J. A.", written over a horizontal line.


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

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

HOPKINS HELTZEL, LLP,

Plaintiffs,

v.

WALTER P. MUSCOVICH, SR.
and JUDY MUSCOVICH,

Defendants.

) NO. 2008-425-CD
)
) Type of Pleading: DEFENDANTS'
) PRELIMINARY OBJECTIONS TO
) PLAINTIFF'S COMPLAINT
)
) Filed on Behalf of: DEFENDANTS
)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

FILED 3cc
01/10:52/01 Amy Blakley
APR 15 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

HOPKINS HELTZEL, LLP,)	NO. 2008-425-CD
)	
Plaintiffs,)	
)	
v.)	
)	
WALTER P. MUSCOVICH, SR.)	
and JUDY MUSCOVICH,)	
)	
Defendants.)	

DEFENDANTS' PRELIMINARY OBJECTIONS

AND NOW come Defendants, **WALTER P. MUSCOVICH, SR. and JUDY MUSCOVICH**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and file the following Preliminary Objections to Plaintiff's Complaint filed in the above-captioned term and number, and in support thereof the following is a statement:

1. Plaintiff is Hopkins Heltzel Law Firm, LLP, a Limited Liability Partnership, with its principal place of business being at 100 Meadow Lane, Suite 5, DuBois, Clearfield County, Pennsylvania, 15801.

2. Defendants are Walter P. Muscovich, Sr. and Judy Muscovich, who reside at 318 Treasure Lake, DuBois, Clearfield County, Pennsylvania.

3. By Complaint dated March 20, 2008, and filed in the Prothonotary's Office for Clearfield County, Pennsylvania, the Plaintiff brought an action to recover monies allegedly paid by the Plaintiff to the Clearfield County Tax Claim Bureau for unpaid real estate taxes on a

parcel of real property located at Section 15, Lots 181 and 182 in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, which had been conveyed by the Defendants to David G. Stainbrook and Barbara T. Stainbrook by Special Warranty Deed recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania, on October 19, 2006. A copy of said Complaint is attached hereto and made a part hereof.

4. In its Complaint, the Plaintiff seeks reimbursement for real estate taxes which were unpaid by the Defendants at the closing of the aforesaid real estate transaction while the Plaintiff represented both the Defendants and David G. Stainbrook and Barbara T. Stainbrook.

5. In Count III of its Complaint, the Plaintiff alleges that the Defendants, by delivering a Special Warranty Deed to the said Stainbrooks with outstanding real estate taxes being owed on the property, breached its warranty to the Stainbrooks arising out of the said Special Warranty Deed and that, because of its mistake in certifying title to the said property at closing, the Plaintiff became obligated to pay the unpaid real estate taxes.

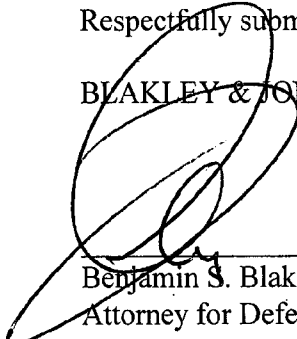
6. In its Complaint, the Plaintiff does not allege that the Defendants, in any manner, gave any warranties or assurances to the Plaintiff in the said Special Warranty Deed conveying the subject real property to the Stainbrooks.

7. Defendants believe, and therefore aver, that the Plaintiff lacks standing and/or capacity to sue the Defendants for breach of warranty as the result of the conveyance of the aforesaid real property by the Defendants to the Stainbrooks.

WHEREFORE, Defendants respectfully request that this Honorable Court grant their Preliminary Objections and dismiss the Plaintiff's Count for breach of warranty as set forth in its Complaint.

Respectfully submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Defendants

VERIFICATION

I, **BENJAMIN S. BLAKLEY, III**, hereby state that I am counsel for the Defendants in this action and verify that the statements made in the foregoing Preliminary Objections are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: _____

4/14/08

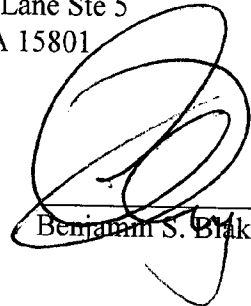


BENJAMIN S. BLAKLEY, III

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Defendants' Preliminary Objections in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 15th day of April, 2008:

David J. Hopkins, Esquire
Hopkins Heltzel LLP
100 Meadow Lane Ste 5
DuBois PA 15801



Benjamin S. Brakley, III

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,
Plaintiff

vs.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH,
Defendants

No. 2008-425 C.D.

Type of Pleading: Complaint

Filed on behalf of: Hopkins Heltzel, LLP,
Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE

Attorney at Law

Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE

Attorney at Law

Supreme Court No. 83998

100 Meadow Lane, Suite 5

DuBois, Pennsylvania 15801

(814) 375-0300

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,
Plaintiff

vs.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH,
Defendants

No. 2008-425 C.D.

NOTICE

TO DEFENDANTS:

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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,
Plaintiff

vs.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH,
Defendants

:
:
:
:
:
:
:
:

No. 2008-425 C.D.

COMPLAINT

AND NOW, comes Hopkins Heltzel LLP and files the within Complaint and in support thereof says:

COUNT I - UNJUST ENRICHMENT

1. Plaintiff, Hopkins Heltzel LLP, is a Limited Liability Partnership organized under the laws of the Commonwealth of Pennsylvania maintaining a principal business address at 100 Meadow Lane, Suite 5, DuBois, Pennsylvania 15801.
2. Defendants, Walter P. Muscovich, Sr. and Judy E. Muscovich, are adult individuals who reside in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania.
3. By Agreement dated September 22, 2006, Defendants agreed to sell and convey real property and improvements known as Section 15, Lots 181 and 182 in the Treasure Lake Subdivision of Sandy Township to David G. Stainbrook and Barbara T. Stainbrook (hereinafter "Stainbrook").

4. The Agreement of Sale required Defendants to deliver a special warranty deed to Stainbrook. Stainbrook retained Plaintiff to search the title to the property and to handle the closing that was scheduled for October 19, 2006.

5. Plaintiff searched the title on behalf of Stainbrook. Plaintiff discovered Defendants had unpaid 2005 real estate taxes that had been returned to the Clearfield County Tax Claim Bureau. Plaintiff sought the amount due from the Clearfield County Tax Claim Bureau. The Tax Bureau sent Plaintiff the payoff for the wrong property.

6. At closing, Defendants delivered a special warranty deed as required by the September 22, 2006 Agreement and executed an affidavit of title stating no taxes were due.

→ 7. Based upon the Tax Claim Bureau payoff, Defendants' special warranty deed and Defendants' affidavit of title, Plaintiff certified title to Stainbrook and closed the real estate transaction on October 19, 2006.

8. After the closing, the Clearfield County Tax Claim Bureau sent notices to Stainbrook that there remained unpaid real estate taxes on Section 15, Lots 181 and 182.

→ 9. Because Plaintiff had certified the title to the property to Stainbrook, Plaintiff paid Clearfield County Tax Claim Bureau \$4,024.69, the outstanding real estate taxes that should have been paid by Defendants at the real estate closing.

10. Defendants have been unjustly enriched in the amount of \$4,024.69.

11. Plaintiff has incurred District Magistrate fees of \$137.50.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants in the amount of \$4,162.19 together with interest from February 12, 2008, costs of suit and such other and further relief as the Court deems fair, just and equitable.

COUNT II - QUANTUM MERUIT

12. Plaintiff repeats each of the allegations set forth in Count I as if set forth at length herein.

13. As a result of the actions of Defendant, Defendant has received the value of having Defendants' 2005 real estate taxes paid.

14. The real estate taxes for which Defendants have received value total \$4,024.69.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants in the amount of \$4,162.19 together with interest from February 12, 2008, costs of suit and such other and further relief as the Court deems fair, just and equitable.

COUNT III - BREACH OF WARRANTY

14. Plaintiff repeats each of the allegations set forth in Count I and Count II as if set forth at length herein.

15. Pursuant to the September 22, 2006 Agreement of Sale between Defendants and Stainbrook, Defendants were obligated to and did deliver a special warranty deed warranting to Stainbrook they were conveying the property with good and marketable title against those actions of the Defendants.


16. The Defendants' actions in conveying property subject to an outstanding real estate tax claim that arose during Defendants' ownership were in violation of the special warranty deed and affidavit of title and constitute breach of warranty.

17. As a result of the breach of the warranty, Plaintiff paid \$4,024.69 that was the obligation of the Defendants.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants in the amount of \$4,162.19 together with interest from February 12, 2008, costs of suit and such other and further relief as the Court deems fair, just and equitable.

Respectfully submitted,

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

HOPKINS HELTZEL LLP

By: _____

A handwritten signature in black ink, appearing to be "D. J. [unclear]", written over a horizontal line.

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,
Plaintiff

vs.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH,
Defendants

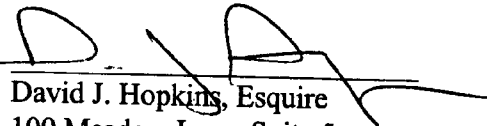
No. 2008-425 C.D.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Complaint, filed on behalf of Plaintiff, Hopkins Heltzel LLP, was served on the 20th day of March, 2008, on all counsel of record by first-class mail, postage prepaid addressed as follows:

Walter P. Muscovich, Sr.
Judy E. Muscovich
318 Treasure Lake
DuBois, PA 15801

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,	:	
Plaintiff	:	No. 2008-425 C.D.
	:	
vs.	:	
	:	
WALTER P. MUSCOVICH, SR. and	:	
JUDY E. MUSCOVICH,	:	
Defendants	:	

TO: Walter P. Muscovich, Sr.
Judy E. Muscovich
318 Treasure Lake
DuBois, PA 15801

DATE OF NOTICE: April 15, 2008

IMPORTANT NOTICE

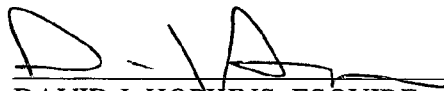
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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 OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Office of the Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641

FILED *no cc*
010:3230
APR 17 2008 *GP*

William A. Shaw
Prothonotary/Clerk of Courts


DAVID J. HOPKINS, ESQUIRE
Attorney for Plaintiff
Supreme Court No. 42519
100 Meadow Lane, Suite 5
DuBois, PA 15801

UA

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

HOPKINS HELTZEL, LLP,

Plaintiffs,

v.

WALTER P. MUSCOVICH, SR.
and JUDY MUSCOVICH,

Defendants.

) NO. 2008-425-CD
)
) Type of Pleading: ORDER
)
) Filed on Behalf of: DEFENDANTS
)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730
)
)
)

FILED ^{2cc}
01/11/23/04 Amy Blakley
MAY 06 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

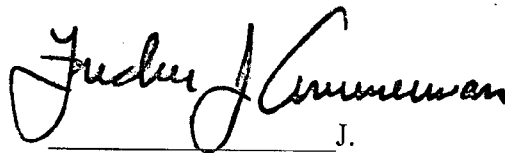
HOPKINS HELTZEL, LLP,)	NO. 2008-425-CD
)	
Plaintiffs,)	
)	
v.)	
)	
WALTER P. MUSCOVICH, SR.)	
and JUDY MUSCOVICH,)	
)	
Defendants.)	

ORDER

AND NOW this 5th day of MAY, 2008, it is hereby

ORDERED that a hearing on Defendant's Preliminary Objections to Plaintiff's Complaint shall be held on the 4th day of June, 2008, at 9:00 A.m., in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania

BY THE COURT:


J.

FILED

MAY 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/6/08

X You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) ____ Defendant(s) Attorney

____ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,
Plaintiff

vs.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH,
Defendants

No. 2008-425 C.D.

Type of Pleading: Answer to Preliminary
Objections

Filed on behalf of: Hopkins Heltzel, LLP,
Plaintiff

Counsel of Record for this party:
HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

018:54391
JUN 04 2008

3cc
Atty Hopkins

CR

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,	:	
Plaintiff	:	No. 2008-425 C.D.
	:	
vs.	:	
	:	
WALTER P. MUSCOVICH, SR. and	:	
JUDY E. MUSCOVICH,	:	
Defendants	:	

ANSWER TO PRELIMINARY OBJECTIONS

AND NOW, comes Hopkins Heltzel LLP and files the within Answer to Preliminary
Objections and in support thereof says:


1. Admitted
2. Admitted
3. Admitted
4. Admitted
5. Admitted
6. Denied. Defendants executed an affidavit of title in favor of Plaintiff warranting no back taxes were due. See Exhibit "A". By way of further answer, Plaintiff received an assignment of all warranties from Defendants to David and Barbara Stainbrook. See Exhibit "B".

7. Denied. Defendants executed an affidavit of title in favor of Plaintiff warranting no back taxes were due. See Exhibit "A". By way of further answer, Plaintiff received an assignment of all warranties from Defendants to David and Barbara Stainbrook. See Exhibit "B".

WHEREFORE, Defendants preliminary objections should be dismissed and defendant ordered to file an answer.

Respectfully submitted,

HOPKINS HELTZEL LLP



David J. Hopkins, Esquire

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

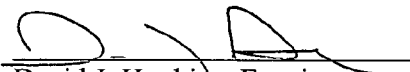
HOPKINS HELTZEL LLP,	:	
Plaintiff	:	No. 2008-425 C.D.
	:	
vs.	:	
	:	
WALTER P. MUSCOVICH, SR. and	:	
JUDY E. MUSCOVICH,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer to Preliminary Objections, filed on behalf of Plaintiff, Hopkins Heltzel LLP, was served on the 4th day of June, 2008, by handing a copy to:

Benjamin S. Blakley III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

HOPKINS HELTZEL LLP



David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

SELLER'S AFFIDAVIT

State of Pennsylvania
County of Clearfield


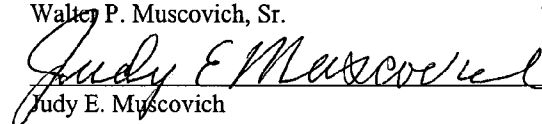
Premises: Section 15 Lots 181 and 182, DuBois, Pennsylvania 15801

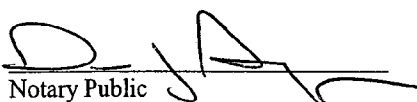
ON THE 19th DAY OF OCTOBER, 2006, before me, the undersigned officer, personally appeared the undersigned, who being duly sworn according to law and intending to be legally bound, depose(s) and say(s):

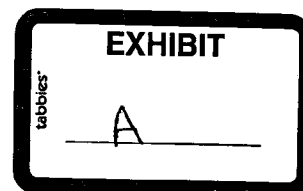
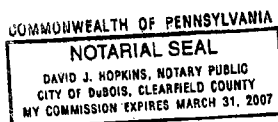
1. That the Grantor(s)/Mortgagor(s) herein is/are the owner(s) of Premises being identified above and the same person(s) as the grantee(s) in CLEARFIELD County Deed Book 1407 and 1008, Page 552 and 125.
2. That there are no encumbrances, easements, bankruptcies, judgments, or pending suits adversely affecting the owner(s) and/or the said Premises which are known to the undersigned which are not being paid on the settlement statement.
3. That there have been no repairs, additions or improvements made, ordered or contracted to be made on the Premises, nor are there any appliances or fixtures attached to the Premises which have not been paid for in full; and that there are no outstanding or disputed claims for any such work or item.
4. That there has been no work done, or notice received that work is to be done, by the Municipality (City, Borough or Township), or at its direction, in connection with the installation of sewer or water systems, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs or sidewalks.
5. That no notice has been served by any governmental authority for the removal or abatement of any nuisance, for the violation of any Zoning Regulation or concerning the condemnation of any portion of the Premises.
6. That there has been no violation of any restrictions affecting the Premises and there are no disputes with adjoining property owners as to the location of property line or the encroachment of any improvements.
7. That the Grantor(s)/Mortgagor(s) is/are in actual possession of the entire Premises, and there are no leases or agreements affecting the Premises or any part thereof outstanding, other than those that are presently being assigned as shown on the settlement statement.
8. That the present transaction is not made for the purpose of hindering, delaying or defrauding any creditors of said owner(s) and does not come within the provisions of the Bankruptcy or Insolvency Acts (or any amendments thereof). The Grantor(s) are not currently under the protection of the United State Bankruptcy Court or have not filed a United States Bankruptcy Petition in the past two (2) years.
9. That the said Grantor(s)/Mortgagor(s), a) if Husband and Wife, have never been divorced from each other, are not in the process of a divorce, and that no child support orders are outstanding; and b) if an individual Grantor/Mortgagor, is not now married and had not been divorced since acquiring the Premises.
10. That the Grantor(s)/Mortgagor(s) in this transaction are of full legal age and are in every respect competent to convey or encumber the title to the Premises in question.
11. That all structures and any improvements on the Premises have been in place and completed for more than five (5) years.
12. That all taxes, sewer, and water rents assessed against the Premises as of the date of this settlement are fully paid.
13. The judgment(s) and/or lien(s) appearing on the attached exhibit is/are not against me, us or either of us.

This affidavit is made for the purpose of inducing HOPKINS HELTZEL LLP to hold settlement on the above Premises, and to obtain a title insurance policy, insuring title thereto, and deponent(s) aver(s) the foregoing statements are true and correct to the best of his/her knowledge and belief.

SWORN TO AND SUBSCRIBED before me, the day and year aforesaid.


Walter P. Muscovich, Sr.

Judy E. Muscovich


Notary Public
My Commission Expires:

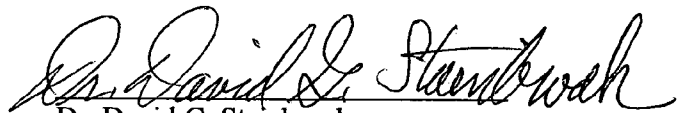


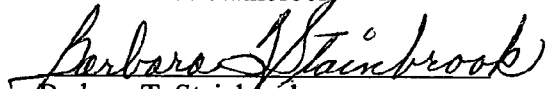
ASSIGNMENT

The undersigned, owners of Lots 181 and 182 of Section 15 in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, hereby assign all of their right, title and interest in the warranties received from Walter and Judy Muscovitch that all real estate taxes had been paid in full through the date of closing to Hopkins Heltzel LLP.

Dated: 5/1/08

Dated: 5-1-08


Dr. David G. Stainbrook


Barbara T. Stainbrook

EXHIBIT

tabbles

B

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

HOPKINS HELTZEL, LLP }
VS }
WALTER P. MUSCOVICH, SR. AND }
JUDY MUSCOVICH }

NO. 08-425-CD

FILED

JUN 05 2008

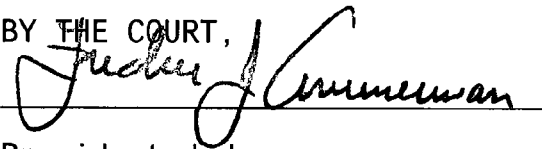
William A. Shaw
Prothonotary/Clerk of Courts

10:07 AM GK 1 CCATTY
HOPKINS
3 CCATTY
BLANKLEY
(GK)

ORDER

NOW, this 4th day of June, 2008, this being the date set for Argument on Defendant's Preliminary Objections; the Court noting that the Plaintiff filed an answer to the preliminary objections this date attaching thereto assignment which provides standing to the Plaintiffs; that the defense has agreed to waive any procedural requirement of filing of an amended complaint and is satisfied that the assignment filed of record negates the preliminary objections; it is the ORDER of this Court that preliminary objections be and are hereby withdrawn and the Plaintiff is not required to file an amended complaint.

BY THE COURT,



President Judge

FILED

JUN 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6-5-08

____ You are responsible for serving all appropriate parties.

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

X Plaintiff(s) X Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

FILED

JUN 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

HOPKINS HELTZEL, LLP,

Plaintiffs,

v.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH,

Defendants.

) NO. 2008 - 425 - CD

)

) Type of Pleading: ANSWER TO
) PLAINTIFF'S COMPLAINT

)

) Filed on Behalf of: DEFENDANTS

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III

)

) Supreme Court No. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) DuBois, PA 15801

) (814) 371-2730

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

HOPKINS HELTZEL, LLP,)	
)	
Plaintiffs,)	
)	
v.)	NO. 2008 - 425 - CD
)	
WALTER P. MUSCOVICH, SR. and)	
JUDY MUSCOVICH,)	
)	
Defendants.)	

ANSWER TO PLAINTIFF'S COMPLAINT

AND NOW come Defendants, **WALTER P. MUSCOVICH, SR.** and **JUDY MUSCOVICH**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and answers Plaintiff's Complaint as follows:

COUNT I - UNJUST ENRICHMENT

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. After reasonable investigation, Defendants are unable to determine the truth or falsity of the allegations contained within paragraph 5 of Plaintiff's Complaint, and therefore denies the same demands strict proof thereof at trial.

6. Admitted.

7. It is admitted that the real estate transaction was closed on October 19, 2006. With regard to allegations of Plaintiff's Certificate of Title to Stainbrook, after reasonable investigation Defendants are unable to determine the truth or falsity of the allegations contained within paragraph 7 of Plaintiff's Complaint, and therefore denies the same demands strict proof thereof at trial.

8. After reasonable investigation, Defendants are unable to determine the truth or falsity of the allegations contained within paragraph 8 of Plaintiff's Complaint, and therefore denies the same demands strict proof thereof at trial.

9. After reasonable investigation, Defendants are unable to determine the truth or falsity of the allegations contained within paragraph 9 of Plaintiff's Complaint, and therefore denies the same demands strict proof thereof at trial.

10. It is denied that Defendants have been unjustly enriched in any amount and on the contrary, it is averred that any amounts paid by the Plaintiffs to the Clearfield County Tax Claim Bureau were paid as a result of the mistakes of the Plaintiffs and not through any actions of the Defendants.

11. After reasonable investigation, Defendants are unable to determine the truth or falsity of the allegations contained within paragraph 11 of Plaintiff's Complaint, and therefore denies the same demands strict proof thereof at trial.

WHEREFORE, Defendants respectfully request that this Honorable Court dismiss Plaintiff's Complaint.

COUNT II - QUANTUM MERUIT

12. Requires no answer.

13. Denied, and on the contrary, it is averred that the Defendants have received nothing of value from the Plaintiffs as a result of mistakes made by Plaintiffs in the closing of their real estate transaction.

14. After reasonable investigation, Defendants are unable to determine the truth or falsity of the allegations contained within paragraph 14 of Plaintiff's Complaint, and therefore denies the same demands strict proof thereof at trial.

WHEREFORE, Defendants respectfully requests this Honorable Court dismiss Plaintiff's Complaint.

COUNT III - BREACH OF WARRANTY

14. Requires no answer.

15. Admitted, however it is further averred that the Plaintiff after conducting a search of the title of the subject property on behalf of the Defendants did certify the title to the buyers as being good and marketable. It is further averred that it was the Plaintiff who prepared the Special Warranty Deed on behalf of the Defendants who had also retained the Plaintiff as their attorney, with the Plaintiff representing to the Defendants that the Special Warranty Deed was properly prepared and therefore recommended that the Defendants execute the same for delivery to the Stainbrooks.

16. Denied, and on the contrary, it is averred that the Plaintiff, as agent for the

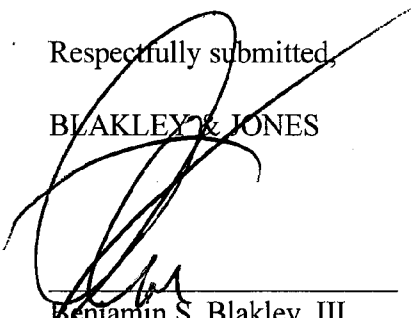
Defendants', did deliver and record the property to the buyers knowing or having reason to know of any defects in the title of Defendants' property, and therefore did accept the property conveyed by the Defendants thereby waiving any defect in title. It is further averred that it was the Plaintiff who had prepared the Affidavit of Title on behalf of the Defendants who had retained the Plaintiff as their attorney in this real estate transaction, and further the Plaintiff had counseled and advised the Defendants to execute the Affidavit of Title with the knowledge or knowing or having had the opportunity to learn of any defects that might have existed in the title to the real property.

17. After reasonable investigation, Defendants are unable to determine the truth or falsity of the allegations contained within paragraph 17 of Plaintiff's Complaint, and therefore denies the same demands strict proof thereof at trial. However, to the extent that an answer is required, if the Plaintiff did pay \$4,024.69, said amount was paid as a result of the errors of the Plaintiff in the certification of title to the buyers and not through any act of the Defendants.

WHEREFORE, Defendants respectfully requests Plaintiff's Complaint be dismissed.

Respectfully submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Defendants

VERIFICATION

We, **WALTER P. MUSCOVICH, SR. and JUDY E. MUSCOVICH**, hereby state that we are the Defendants in this action and verify that the statements made in the foregoing Answer to Plaintiff's Complaint are true and correct to the best of our knowledge, information, and belief. We understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: _____

6/10/2008



WALTER P. MUSCOVICH, SR.

Dated: _____

6-10-08


JUDY E. MUSCOVICH

Benjamin S. Blakley, III

LM

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

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED 7/2/2008

CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATED TRIAL TIME
2008-425 C.D.		
Date Complaint	() Jury () Non-Jury	
Filed: 3/24/08	(X) Arbitration	<u>2</u> days/hours

PLAINTIFF(S)

HOPKINS HELTZEL LLP

()

Check block if a Minor
is a Party to the Case

DEFENDANT(S)

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH

()

ADDITIONAL DEFENDANT(S)

()

FILED No cc
01:28 PM
JUL 02 2008 Atty Hopkins
pd. \$20.00
William A. Shaw
Prothonotary/Clerk of Courts

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

N/A

N/A

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

\$4,162.19

N/A

N/A

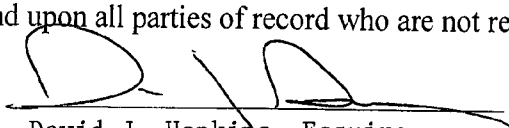
More than

&

() 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 J. Hopkins, Esquire

FOR THE PLAINTIFF

TELEPHONE NUMBER

David J. Hopkins, Esquire

(814) 375-0300

FOR THE DEFENDANT

TELEPHONE NUMBER

Benjamin S. Blakley, III, Esquire

(814) 371-2730

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

HOPKINS HELTZEL

vs.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH

:
:
: No. 08-425-CD
:
:

ORDER

NOW, this 13th day of August, 2008, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Thursday, September 25, 2008 at 1:00 P.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Richard H. Milgrub, Esquire, Chairman

Gary Knaresboro, Esquire

Theron G. Noble, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

FILED *lcc*
018:4734 *CIA*
AUG 14 2008

William A. Shaw
Prothonotary/Clerk of Courts *(60)*

BY THE COURT:

Fredric J. Ammerman
FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Hopkins Heltzel, LLP

vs.

Walter P. Muscovich, Sr. and Judy E. Muscovich

No. 2008-00425-CD

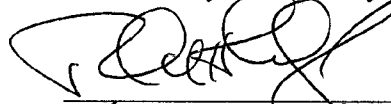


OATH OR AFFIRMATION OF ARBITRATORS

Now, this 25th day of September, 2008, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

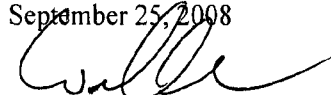
Richard H. Milgrub, Esq.

Gary Knaresboro, Esq.

Theron G. Noble, Esq.


Chairman



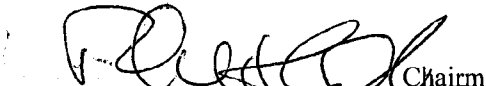
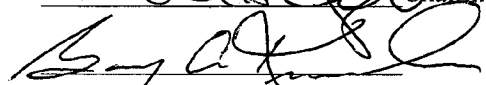
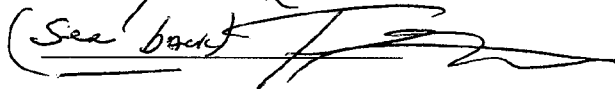
Sworn to and subscribed before me this
September 25, 2008


Prothonotary

AWARD OF ARBITRATORS

Now, this 25 day of Sept., 2008, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

*Judgement in favor of Plaintiff in the amount
of \$4162.19*


Chairman

(See back)


(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 25th day of September, 2008, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.


WITNESS MY HAND AND THE SEAL OF THE COURT

FILED

012:36671
SEP 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

Notice to Attys Hopkins & Blakley
on Sept. 25, 2008.


Prothonotary
By _____

I respectfully dissent. I would
enter Judgment for Plaintiff in the
Amount of \$2,701²⁶, plus the Amount
Sought by Plaintiff, less his tax in
this transaction.



FILED

SEP 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

COPY

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

Hopkins Heltzel, LLP

Vs.

Walter P. Muscovich, Sr. and
Judy E. Muscovich

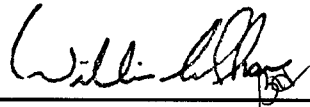
: No. 2008-00425-CD
:

NOTICE OF AWARD

TO: David J. Hopkins, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 25, 2008, and have awarded:

Judgment in favor of Plaintiff in the amount of \$4,162.19.



William A. Shaw, Prothonotary

September 25, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on September 25, 2008, at 3:16 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$600.00.

COPY

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

Hopkins Heltzel, LLP

:

Vs.

: No. 2008-00425-CD

:

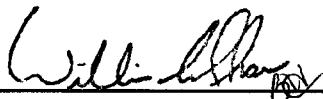
Walter P. Muscovich, Sr. and
Judy E. Muscovich

NOTICE OF AWARD

TO: Benjamin S. Blakley, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 25, 2008, and have awarded:

Judgment in favor of Plaintiff in the amount of \$4,162.19.



William A. Shaw, Prothonotary

September 25, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on September 25, 2008, at 3:16 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$600.00.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,
Plaintiff

vs.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH,
Defendants

No. 2008-425 C.D.

Type of Pleading: Praeipce to Enter
Judgment on the Arbitration Award

Filed on Behalf of: Plaintiff

Counsel of Record for this party:
HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED *Atty pd. 20.00*
01:50 PM
OCT 28 2008 *icco Notice*
to Deff.

S William A. Shaw
Prothonotary/Clerk of Courts *Statement*
to Atty

(10)


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,	:	
Plaintiff	:	No. 2008-425 C.D.
	:	
vs.	:	
	:	
WALTER P. MUSCOVICH, SR. and	:	
JUDY E. MUSCOVICH,	:	
Defendants	:	

PRECIPE TO ENTER JUDGMENT
ON THE ARBITRATION AWARD

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff, Hopkins Heltzel LLP, and against Defendants, Walter P. Muscovich, Sr. and Judy E. Muscovich, on the Arbitration Award filed on September 25, 2008 to the above captioned term and number in the amount of \$4,162.19.


David J. Hopkins, Esquire
Attorney for Plaintiff

CCP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,
Plaintiff

vs.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH,
Defendants

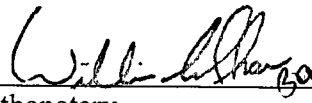
No. 2008-425 C.D.

TO: Walter P. Muscovich, Sr.

DATE: October 28, 2008

JUDGMENT NOTICE

Please be advised a judgment in the amount of \$4,162.19 has been entered against you.

 10/28/08
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,
Plaintiff

vs.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH,
Defendants


No. 2008-425 C.D.

TO: Judy E. Muscovich

DATE: October 28, 2008

JUDGMENT NOTICE

Please be advised a judgment in the amount of \$4,162.19 has been entered against you.


Prothonotary 10/28/08

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

Hopkins-Heltzel LLP
Plaintiff(s)

No.: 2008-00425-CD

Real Debt: \$4,162.19

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Walter P. Muscovich Sr.
Judy E. Muscovich
Defendant(s)

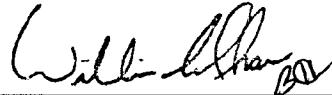
Entry: \$20.00

Instrument: Arbitration Judgment

Date of Entry: October 28, 2008

Expires: October 28, 2013

Certified from the record this 28th day of October, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

Hopkins-Heltzel LLP
Plaintiff(s)

No.: 2008-00425-CD

Real Debt: \$4,162.19

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Arbitration Judgment

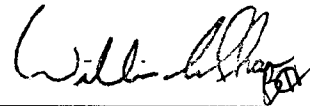
Date of Entry: October 28, 2008

Expires: October 28, 2013

Vs.

Walter P. Muscovich Sr.
Judy E. Muscovich
Defendant(s)

Certified from the record this 28th day of October, 2008.




William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on December 1, 08, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.


Plaintiff/Attorney

5
FILED
DEC 04 2008
0/3:15/ 
William A. Shaw
Prothonotary/Clerk of Courts
2 cert to Att

9/25
1:00 PM
Arbitration

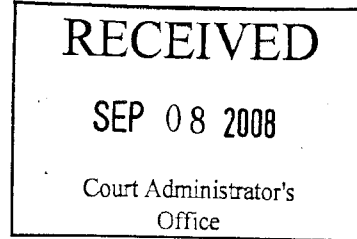
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,
Plaintiff

vs.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH,
Defendants

No. 2008-425 C.D.



Type of Pleading: Arbitration Statement

Filed on behalf of: Hopkins Heltzel, LLP,
Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE

Attorney at Law

Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE

Attorney at Law

Supreme Court No. 83998

100 Meadow Lane, Suite 5

DuBois, Pennsylvania 15801

(814) 375-0300

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,	:	
Plaintiff	:	No. 2008-425 C.D.
	:	
vs.	:	
	:	
WALTER P. MUSCOVICH, SR. and	:	
JUDY E. MUSCOVICH,	:	
Defendants	:	

ARBITRATION STATEMENT

AND NOW, comes Hopkins Heltzel LLP and files the within Arbitration Statement.

STATEMENT OF FACTS

On September 22, 2006, Defendants, Walter P. Muscovich, Sr. and Judy E. Muscovich, entered into a Standard Agreement for the Sale of Real Estate (See Exhibit "1") to sell real property and improvements they owned known as Section 15, Lot 181 and Lot 182 in the Treasure Lake Subdivision of Sandy Township to David and Barbara Stainbrook (hereinafter "Buyers"). To the best knowledge, information and belief of Plaintiff, the contract was prepared by the Defendants. The closing date was scheduled for twenty seven (27) days after the contract date - October 19, 2006. Section 3(f) of the Agreement states that conveyance from Seller will be by fee simple deed of special warranty.

Both Defendants and Buyers were represented by Plaintiff. Both Defendants and Buyers executed a multiple representation agreement to Plaintiff.

In searching the title to the property, Plaintiff learned unpaid taxes for 2005 had been returned to the Clearfield County Tax Claim Bureau. Plaintiff wrote to the Tax Claim Bureau to determine the taxes that were due. The Clearfield County Tax Claim Bureau wrote to Plaintiff

on October 3, 2006 setting forth taxes that were due. See Exhibit "4". Unfortunately, the property the Tax Claim Bureau identified was other property owned by Defendants located in the City of DuBois. See Exhibit "6". The Tax Claim Bureau did not identify any other taxes that Defendants owed for Section 15, Lots 181 and 182, Treasure Lake.

At closing, Defendants delivered to Buyers a Special Warranty Deed (see Exhibit "2") together with a Seller's Affidavit (see Exhibit "3"). Section 12 of Seller's Affidavit states: All taxes, sewer and water rents assessed against the premises as of the date of settlement are paid in full. (See Exhibit "3".) Based upon the foregoing, at closing, Plaintiff withheld \$1,445.03 payable to the Clearfield County Tax Claim Bureau for 2005 unpaid real estate taxes. (See Exhibit "5".)

In 2007, David and Barbara Stainbrook received notice from the Clearfield County Tax Claim Bureau that the property they had purchased would be sold at public tax sale for nonpayment of real estate taxes. (See Exhibit "7".) Buyers were understandably concerned and contacted Plaintiff. An investigation revealed that the Clearfield County Tax Claim Bureau Notice (Exhibit "4") was for property owned by Defendants in the City of DuBois (see Exhibit "6") rather than for Defendants' Treasure Lake property. Plaintiff had certified title to the Buyers and therefore paid the Tax Claim Bureau the amount of taxes due on Section 15, Lots 181 and 182 - \$4,024.69 by Check No. 17691. (See Exhibit "8".)

The Tax Claim Bureau provided a receipt for \$4,024.69. (See Exhibit "9".)

Plaintiff contacted Defendants multiple times in an effort to be reimbursed the \$4,024.69. Initially Defendants advised Plaintiff that the Tax Claim Bureau was wrong and that the Defendants had in fact paid the 2005 real estate tax bill. Plaintiff asked Defendants to produce some type of evidence, but Defendants never produced anything. On November 16, 2007,

Plaintiff again wrote to Defendants outlining the problem and requesting payment. (See Exhibit "10".)

Defendants have not paid Plaintiff. Plaintiff filed an action in the District Magistrate Court and was successful and incurred expenses of \$137.50.

David and Barbara Stainbrook have assigned all of their right to Hopkins Heltzel LLP.

STATEMENT OF LAW

1. Defendants breached their Special Warranty Deed;
2. Defendants' Seller's Affidavit was false;
3. Defendants have been unjustly enriched; and
4. Plaintiff is entitled to a recovery base upon the legal theory of quantum meruit.

WITNESSES

1. David J. Hopkins, Esquire;
2. Virginia Flanagan;
3. Lea Ann Heltzel, Esquire;
4. Mary Ann Wesdock;
5. Rebecca Latimer;
6. Walter Muscovich; and
7. Judy Muscovitch.

Plaintiff reserves the right to amend this list of witnesses at any time prior to arbitration upon notice to Defendants. Further, Plaintiff reserves the right to call any witnesses identified in Defendants' Arbitration Statement.


EXHIBITS

1. Standard Agreement for Sale of Real Estate;
2. October 10, 2006 Special Warranty Deed;
3. October 19, 2006 Affidavit of Title;
4. October 3, 2006 Tax Claim Bureau pay off statement;
5. October 19, 2006 HUD-1 Settlement Sheet;
6. 2006 Clearfield County Tax Assessment records;
7. June 7, 2007 Clearfield County Tax Claim Bureau Notice of Public Tax Sale;
8. June 28, 2007 Hopkins Heltzel check in the amount of \$4,024.69;
9. Clearfield County Tax Claim Bureau receipt dated June 26, 2007;
10. November 16, 2007 correspondence from Hopkins Heltzel LLP to Walter and Judy Muscovitch;
11. District Magistrate Judgment;
12. Assignment of right from David and Barbara Stainbrook to Hopkins Heltzel LLP

Plaintiff reserves the right to amend this list of exhibits at any time prior to arbitration upon notice to Defendants. Further, Plaintiff reserves the right to utilize any exhibit identified in Defendants' Arbitration Statement.

Respectfully submitted,

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire

DB 1008/1407
Pages 125/552

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-R

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) RE/MAX SELECT REALTY PHONE 814-375-1102
 ADDRESS 3215 BEE LINE HIGHWAY, DUBOIS, PA 15801 FAX 814-375-1108
 LICENSEE(S) JUDY AND WALTER MUSCOVICH Designated Agent? ☐ Yes ☒ No
 BROKER IS THE AGENT FOR SELLER. OR (if checked below):
 Broker is NOT the Agent for Seller and is a/an: ☐ AGENT FOR BUYER ☐ TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) RE/MAX SELECT REALTY PHONE 814-375-4588
 ADDRESS 3215 BEE LINE HIGHWAY, DUBOIS, PA 15801 FAX 814-375-1108
 LICENSEE(S) JUDY AND WALTER MUSCOVICH Designated Agent? ☐ Yes ☒ No
 BROKER IS THE AGENT FOR BUYER. OR (if checked below):
 Broker is NOT the Agent for Buyer and is a/an: ☐ AGENT FOR SELLER ☐ SUBAGENT FOR SELLER ☐ TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

1. This Agreement, dated September 22, 2006 is between SELLER(S):

WALTER P MUSCOVICH SR
 JUDY E MUSCOVICH

PNC

Religatone

2. called "Seller," and BUYER(S): —

DAVID G STAINBROOK
 BARBARA T STAINBROOK

Both

3. called "Buyer,"

2. PROPERTY (9-05) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
 ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
 SECTION 15 LOTS 181/182
 DUBOIS, PA 15801

in the TOWNSHIP _____ of SANDY
 County of CLEARFIELD in the Commonwealth of Pennsylvania. Identification (e.g., Tax ID #; Parcel #;
 Lot, Block; Deed Book, Page, Recording Date): DEED BOOKS 1008/1407 PAGES 125/552

3. TERMS (9-05)

(A) Purchase Price FOUR HUNDRED FIFTY THOUSAND U.S. Dollars,
 which will be paid to Seller by Buyer as follows:

1. Cash or check at signing this Agreement: <u>n/a</u>	\$ <u>n/a</u>
2. Cash or check within <u>n/a</u> days of the execution of this Agreement: <u>n/a</u>	\$ <u>n/a</u>
3. CHECK BY SEPTEMBER 30, 2006	\$ <u>5,000.00</u>
4. Cash or cashier's check at time of settlement: <u>n/a</u>	\$ <u>445,000.00</u>
TOTAL \$ <u>450,000.00</u>	

(B) Deposits paid by Buyer within 30 DAYS of settlement will be by cash or cashier's check. Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here), n/a, who will retain deposits in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any check tendered as deposit monies may be held uncashed pending the acceptance of this Agreement.

(C) Seller's written approval to be on or before: September 22, 2006

(D) Settlement to be on October 30, 2006 BY DGS, or before if Buyer and Seller agree.

(E) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(F) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:

PREPARED BY: Judy E Muscovich, Associate Broker

(S/R) Pennsylvania Association of REALTORS®

Revised 9/05 COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2005

leafFAST® Software, ©2006, Version 6.16. Software Registered to: Paul

Buyer(s) _____

EXHIBIT

1

Seller(s) TERP WALT

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-R

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAAR).

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) RE/MAX SELECT REALTY PHONE 814-375-1102
 ADDRESS 3215 BEE LINE HIGHWAY, DUBOIS, PA 15801 FAX 814-375-1108
 LICENSEE(S) JUDY AND WALTER MUSCOVICH Designated Agent? ☐ Yes ☒ No
 BROKER IS THE AGENT FOR SELLER. OR (if checked below):
 Broker is NOT the Agent for Seller and is a/an: ☐ AGENT FOR BUYER ☐ TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) RE/MAX SELECT REALTY PHONE 814-375-4588
 ADDRESS 3215 BEE LINE HIGHWAY, DUBOIS, PA 15801 FAX 814-375-1108
 LICENSEE(S) JUDY AND WALTER MUSCOVICH Designated Agent? ☐ Yes ☒ No
 BROKER IS THE AGENT FOR BUYER. OR (if checked below):
 Broker is NOT the Agent for Buyer and is a/an: ☐ AGENT FOR SELLER ☐ SUBAGENT FOR SELLER ☐ TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

1. This Agreement, dated September 22, 2006 is between SELLER(S):

WALTER P MUSCOVICH SR
 JUDY E MUSCOVICH

2. called "Seller," and BUYER(S):

DAVID G STAINBROOK
 BARBARA T STAINBROOK

3. called "Buyer."

2. PROPERTY (9-05) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
 ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
 SECTION 15 LOTS 181/182
 DUBOIS, PA 15801

in the TOWNSHIP of SANDY
 County of CLEARFIELD in the Commonwealth of Pennsylvania. Identification (e.g., Tax ID #; Parcel #;
 Lot, Block; Deed Book, Page, Recording Date): DEED BOOKS 1008/1407 PAGES 125/552

3. TERMS (9-05) U.S. Dollars,

(A) Purchase Price FOUR HUNDRED FIFTY THOUSAND
 which will be paid to Seller by Buyer as follows:
 1. Cash or check at signing this Agreement: n/a \$ n/a
 2. Cash or check within n/a days of the execution of this Agreement: n/a \$ n/a
 3. CHECK BY SEPTEMBER 30, 2006 \$ 445,000.00
 4. Cash or cashier's check at time of settlement: n/a TOTAL \$ 450,000.00

(B) Deposits paid by Buyer within 30 DAYS of settlement will be by cash or cashier's check. Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here), n/a, who will retain deposits in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any check tendered as deposit monies may be held uncashed pending the acceptance of this Agreement.

(C) Seller's written approval to be on or before: September 22, 2006

(D) Settlement to be on October 3, 2006, or before if Buyer and Seller agree.

(E) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(F) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:

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Seller(s) Judy E Muscovich

n/a

(C) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:

BUYERS PAYS TREASURE LAKE TRANSFER FEE

(H) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes (see Information Regarding Real Estate Taxes); rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

n/a

4. FIXTURES & PERSONAL PROPERTY (9-05)

(A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; sump pumps; storage sheds; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds; awnings; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included:

REFRIGERATOR

(B) LEASED items (not owned by Seller):

n/a

(C) EXCLUDED fixtures and items:

n/a

5. DATES/TIME IS OF THE ESSENCE (9-05)

(A) The settlement date and all other dates and times referred to for the performance of any of the obligations of this Agreement are of the essence and are binding.

(B) For purposes of this Agreement, the number of days will be counted from the date of execution, excluding the day this Agreement was executed and including the last day of the time period. The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. All changes to this Agreement should be initialed and dated.

(C) The settlement date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(D) Certain time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed time periods are negotiable and may be changed by striking out the pre-printed text and inserting a different time period acceptable to all parties.

6. MORTGAGE CONTINGENCY (9-05)

☒ WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may still obtain mortgage financing.

☐ ELECTED.

(A) This sale is contingent upon Buyer obtaining mortgage financing as follows:

First Mortgage on the Property

Loan Amount \$ n/a

Minimum Term n/a years

Type of mortgage n/a

n/a

Mortgage Lender n/a

n/a

Interest rate n/a %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of n/a %. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed n/a % (0% if not specified) of the mortgage loan.

Second Mortgage on the Property

Loan Amount \$ n/a

Minimum Term n/a years

Type of mortgage n/a

n/a

Mortgage Lender n/a

n/a

Interest rate n/a %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of n/a %. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed n/a % (0% if not specified) of the mortgage loan.

The interest rate(s) and fee(s) provisions in paragraph 6 (A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

(B) Within n/a days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written mortgage application for the mortgage terms stated above to the mortgage lender(s) identified in paragraph 6 (A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.

(C) Should Buyer furnish false or incomplete information to Seller, Broker(s), or the mortgage lender(s) concerning Buyer's legal or

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Seller(s) JEN WALT

financial status, or fail to cooperate in good faith in processing the mortgage loan application, which results in the mortgage lender(s) refusing to approve a mortgage loan commitment, Buyer will be in default of this Agreement.

- (D) 1. Mortgage commitment date: n/a. If Seller does not receive a copy of Buyer's mortgage commitment(s) by this date, Buyer and Seller agree to extend the mortgage commitment date until Seller terminates this Agreement by written notice to Buyer.
2. Upon receiving a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.
3. Seller may terminate this Agreement in writing after the mortgage commitment date, if the mortgage commitment(s):
- Is not valid until the date of settlement, OR
 - Is conditioned upon the sale and settlement of any other property, OR
 - Does not satisfy all the mortgage terms as stated in paragraph 6 (A), OR
 - Contains any other condition not specified in this Agreement that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the mortgage commitment date in paragraph 6 (D) (1), other than those conditions that are customarily satisfied at or near settlement, such as obtaining insurance and confirming employment status.
4. If this Agreement is terminated pursuant to paragraphs 6 (D) (1) or (3), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of paragraph 30 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance and/or fire insurance with extended coverage, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
- (E) If the mortgage lender(s), or an insurer providing property and casualty insurance as required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
- If Seller makes the required repairs to the satisfaction of the mortgage lender(s) or insurer, Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement.
 - If Seller will not make the required repairs, or if Seller fails to respond within the time given, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
 - Make the required repairs, at Buyer's expense, with permission and access to the Property given by Seller; permission and access may not be unreasonably withheld by Seller, OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

(F) Seller Assist

☒ NOT APPLICABLE

☐ APPLICABLE. Seller will pay:

☐ \$ n/a, or n/a % of Purchase Price, maximum, toward Buyer's costs as acceptable to the mortgage lender(s).

☐ n/a

FHA/VA, IF APPLICABLE

- (G) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$n/a (the dollar amount to be inserted is the sales price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.
- Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

- (H) U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgment
- ☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.

- (I) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

7. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement.

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150 8. PROPERTY INSURANCE AVAILABILITY (9-05)

- 151 ☐ WAIVED. This Agreement is NOT contingent upon Buyer obtaining property and casualty insurance for the Property, although Buyer
 152 may still obtain property and casualty insurance.
- 153 ☒ ELECTED. Contingency Period: n/a DAYS (15 if not specified) from the Execution Date of this Agreement.
 154 Within the Contingency Period, Buyer will make application for property and casualty insurance for the Property to a responsible
 155 insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance
 156 process. If Buyer cannot obtain property and casualty insurance for the Property on terms and conditions reasonably acceptable to Buyer
 157 Buyer will, within the Contingency Period:
- 158 (A) Accept the Property and agree to the RELEASE in paragraph 27 of this Agreement, OR
 159 (B) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30
 160 of this Agreement, OR
 161 (C) Enter into a mutually acceptable written agreement with Seller.
 162 If Buyer and Seller do not reach a written agreement during the Contingency Period, and Buyer does not terminate this
 163 Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph
 164 27 of this Agreement.

165 9. INSPECTIONS (9-05)

- 166 (A) Seller will provide access to insurers' representatives and, as may be required by this Agreement, to surveyors, municipal officials, and
 167 inspectors. If Buyer is obtaining mortgage financing, Seller will provide access to the Property to appraisers and others reasonably
 168 required by mortgage lender(s). Buyer may attend any inspections.
- 169 (B) Buyer may make a pre-settlement walk-through inspection of the Property. Buyer's right to this inspection is not waived by any other
 170 provision of this Agreement.
- 171 (C) Seller will have heating and all utilities (including fuel(s)) on for all inspections.
- 172 (D) All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection report to Broker for Buyer.
- 173 (E) Seller has the right, upon request, to receive without charge a copy of any inspection report from the party for whom it was prepared.

174 10. INSPECTION CONTINGENCY OPTIONS (9-05)

175 The inspection contingencies elected by Buyer in paragraphs 11-15 are controlled by the Options set forth below. The time periods
 176 stated in these Options will apply to all inspection contingencies in paragraphs 11-15 unless otherwise stated in this Agreement.

177 Option 1. Within the Contingency Period, as stated in paragraphs 11-15, Buyer will:

- 178 1. Accept the Property with the information stated in the report(s) and agree to the RELEASE in paragraph 27 of this Agreement,
 179 OR
 180 2. If Buyer is not satisfied with the information stated in the report(s), terminate this Agreement by written notice to Seller, with
 181 all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement, OR
 182 3. Enter into a mutually acceptable written agreement with Seller providing for any repairs or improvements to the Property
 183 and/or any credit to Buyer at settlement, as acceptable to the mortgage lender(s), if any.

184 ~~If Buyer and Seller do not reach a written agreement during the specified Contingency Period, and Buyer does not~~
 185 ~~terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the~~
 186 ~~RELEASE in paragraph 27 of this Agreement.~~

187 Option 2. Within the Contingency Period, as stated in paragraphs 11-15, Buyer will:

- 188 1. Accept the Property with the information stated in the report(s) and agree to the RELEASE in paragraph 27 of this Agreement,
 189 OR
 190 2. If Buyer is not satisfied with the information stated in the report(s), present the report(s) to Seller with a Written Corrective
 191 Proposal ("Proposal") listing corrections and/or credits desired by Buyer. The Proposal may, but is not required to, include
 192 the name of a properly licensed or qualified professional to perform the corrections requested in the Proposal, provisions for
 193 payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for
 194 corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner
 195 according to the terms of Buyer's Proposal, or by a contractor selected by Buyer.
- 196 a. Within n/a days (7 if not specified) of receiving Buyer's Proposal, Seller will inform Buyer in writing of Seller's
 197 choice to:
- 198 (1) Satisfy the terms of Buyer's Proposal, OR
 199 (2) Credit Buyer at settlement for the costs to satisfy the terms of Buyer's Proposal, as acceptable to the mortgage lender(s),
 200 if any, OR
 201 (3) Not satisfy the terms of Buyer's Proposal and not credit Buyer at settlement for the costs to satisfy the terms of Buyer's
 202 Proposal.
- 203 b. If Seller agrees to satisfy the terms of Buyer's Proposal or to credit Buyer at settlement as specified above, Buyer accepts the
 204 Property and agrees to the RELEASE in paragraph 27 of this Agreement.
- 205 c. If Seller chooses not to satisfy the terms of Buyer's Proposal and not to credit Buyer at settlement as specified above, or if
 206 Seller fails to choose any option within the time given, Buyer will, within n/a days (5 if not specified):
- 207 (1) Accept the Property with the information stated in the report(s) and agree to the RELEASE in paragraph 27 of this
 208 Agreement, OR
 209 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
 210 of paragraph 30 of this Agreement, OR
 211 (3) Enter into a mutually acceptable written agreement with Seller providing for any repairs or improvements to the Property
 212 and/or any credit to Buyer at settlement, as acceptable to the mortgage lender(s), if any.
 213 If Buyer and Seller do not reach a written agreement during the time specified in Option 2, 2. c., and Buyer does

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Seller(s) JEM 10/24

not terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement.

11. PROPERTY INSPECTION CONTINGENCY (9-05) (See Property and Environmental Inspection Notices)

Buyer understands that property inspections, certifications and/or investigations can be performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals, and may include, but are not limited to: structural components; roof; exterior windows and exterior doors; exterior siding, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical, plumbing, heating and cooling systems; water penetration; environmental hazards (e.g., mold, fungi, indoor air quality, asbestos, underground storage tanks, etc.); electromagnetic fields; wetlands inspection; flood plain verification; property boundary/square footage verification; and any other items Buyer may select. Buyer is advised to investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and to review local zoning ordinances. Other provisions of this Agreement may provide for inspections, certifications and/or investigations that are not waived or altered by Buyer's election here.

☐ **WAIVED.** Buyer has the option to conduct property inspections, certifications and/or investigations. Buyer WAIVES THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement.

☒ **ELECTED.** Contingency Period: n/a days (15 if not specified) from the Execution Date of this Agreement.

(A) **Within the Contingency Period**, Buyer, at Buyer's expense, may have inspections, certifications and/or investigations completed by properly licensed or otherwise qualified professionals. If Buyer elects to have a home inspection of the Property, as defined in the Pennsylvania Home Inspection Law (see Information Regarding the Home Inspection Law), the home inspection must be performed by a full member in good standing of a national home inspection association or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered professional engineer, or a properly licensed or registered architect. This contingency does not apply to the following existing conditions and/or items:

n/a

(B) If Buyer is not satisfied with the condition of the Property as stated in the written inspection report(s), Buyer will proceed under one of the following Options as listed in paragraph 10 **within the Contingency Period**:

☐ **Option 1**

☒ **Option 2:** For the purposes of Paragraph 11 only, Buyer agrees to accept the Property with the results of any report(s) and agrees to the RELEASE in paragraph 27 of this Agreement if the total cost to correct the conditions stated in the report(s) is less than \$ 500 (\$0 if not specified) (the "Deductible Amount"). Otherwise, all provisions of paragraph 10, Option 2, shall apply, except that Seller will be deemed to have satisfied the terms of Buyer's Proposal if Seller agrees to perform corrections or offer credits such that the cumulative cost of any uncorrected or uncredited condition(s) is equal to the Deductible Amount.

12. WOOD INFESTATION INSPECTION CONTINGENCY (9-05)

☐ **WAIVED.** Buyer has the option to have the Property inspected for wood infestation by an inspector certified as a wood-destroying pests pesticide applicator. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement.

☒ **ELECTED.** Contingency Period: n/a days (15 if not specified) from the Execution Date of this Agreement.

(A) **Within the Contingency Period**, Buyer, at Buyer's expense, may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection is to be limited to all readily visible and accessible areas of all structures on the Property except fences and the following structures, which will not be inspected:

n/a

(B) If the inspection reveals active infestation(s), Buyer, at Buyer's expense, may **within the Contingency Period**, obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property.

(C) If the inspection reveals damage from active or previous infestation(s), Buyer, at Buyer's expense, may **within the Contingency Period**, obtain a written report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair and/or treat the Property.

(D) If Buyer is not satisfied with the condition of the Property as stated in the written inspection report(s), Buyer will proceed under one of the following Options as listed in paragraph 10 **within the Contingency Period**:

☐ **Option 1**

☒ **Option 2**

13. STATUS OF RADON (9-05) (see Information Regarding Radon)

(A) **Seller has no knowledge** concerning the presence or absence of radon unless checked below:

☐ 1. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with the results of all tests indicated below:

DATE	TYPE OF TEST	RESULTS (picoCuries/liter or working levels)
<u>n/a</u>		
<u>n/a</u>		

n/a

☐ 2. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below:

DATE	RADON REDUCTION METHOD
<u>n/a</u>	

n/a

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n/a

COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS.

(B) RADON INSPECTION CONTINGENCY

- ☐ WAIVED. Buyer has the option to have the Property inspected for radon by a certified inspector. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement.
- ☒ ELECTED. Contingency Period: n/a days (15 if not specified) from the Execution Date of this Agreement. Within the Contingency Period, Buyer, at Buyer's expense, may obtain a radon test of the Property from a certified inspector. If Seller performs any radon remediation, Seller will provide Buyer a certification that the remediation was performed by a properly licensed and certified radon mitigation company.
1. If the written test report reveals the presence of radon below 0.02 working levels or 4 pCi/L, Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement.
 2. If the written test report reveals the presence of radon at or exceeding 0.02 working levels or 4 pCi/L, Buyer will proceed under one of the following Options as listed in paragraph 10 within the Contingency Period:
- ☐ Option 1
- ☒ Option 2

14. STATUS OF WATER (9-05)

(A) Seller represents that the Property is served by:

- ☒ Public Water
- ☐ On-site Water
- ☐ Community Water
- ☐ None
- ☐ n/a

(B) WATER SERVICE INSPECTION CONTINGENCY

- ☐ WAIVED. Buyer has the option to have an inspection of the quality and or quantity of the water system for the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement.
- ☐ ELECTED. Contingency Period: n/a days (15 if not specified) from the Execution Date of this Agreement.
1. Within the Contingency Period, Buyer, at Buyer's expense, may obtain an inspection of the quality and/or quantity of the water system from a properly licensed or otherwise qualified water/well testing company.
 2. If required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller also agrees to restore the Property, at Seller's expense, prior to settlement.
 3. If Buyer is not satisfied with the condition of the water system as stated in the written inspection report(s), Buyer will proceed under one of the following Options as listed in paragraph 10 within the Contingency Period:
- ☐ Option 1
- ☐ Option 2

15. STATUS OF SEWER (9-05)

(A) Seller represents that the Property is served by:

- ☒ Public Sewer
- ☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1)
- ☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
- ☐ Community Sewage Disposal System
- ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)
- ☐ Holding Tank (see Sewage Notice 3)
- ☐ None (see Sewage Notice 1)
- ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)
- ☐ n/a

(B) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY

- ☐ WAIVED. Buyer has the option to have an inspection of the individual on-lot sewage disposal system for the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement.
- ☐ ELECTED. Contingency Period: n/a days (15 if not specified) from the Execution Date of this Agreement.
1. Within the Contingency Period, Buyer, at Buyer's expense, may obtain an inspection of the individual on-lot sewage disposal system from a qualified, professional inspector.
 2. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to and empty the individual on-lot sewage disposal system. Seller will also restore the Property, at Seller's expense, prior to settlement.
 3. If the inspection report reveals defects that do not require expansion or replacement of the existing individual on-lot sewage disposal system, Buyer will proceed under one of the following Options as listed in paragraph 10 within the Contingency Period:
- ☐ Option 1
- ☐ Option 2
4. If the inspection report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may within 25 DAYS of receiving the inspection report, submit a Written Corrective Proposal ("Proposal") to Buyer. The

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Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the time given, Buyer will notify Seller in writing of Buyer's choice to

- Agree to the terms of the Proposal, if any, whereupon Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement, OR
- Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.
- Accept the Property and the existing system and agree to the RELEASE in paragraph 27 of this Agreement, and, if required by any mortgage lender and/or any governmental authority, correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, and with permission and access to the Property given by Seller. Permission and access may not be unreasonably withheld by Seller. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

16. HOME WARRANTIES (9-05)

At or before settlement, either party may have the opportunity to purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that the licensee, broker or mortgage lender who orders the home warranty may possibly receive a fee paid by the home warranty company.

17. ZONING CLASSIFICATION & VERIFICATION OF USE CONTINGENCES (9-05)

(A) Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification: FRD

(B) Contingency Period: n/a days (7 if not specified) from the Execution Date of this Agreement. Within the Contingency Period, Buyer, at Buyer's expense, may verify that the present use (n/a) of the Property is permitted. In the event the present use is not permitted, Buyer will, within the Contingency Period, give Seller written notice that the present use of the Property is not permitted and that Buyer will:

- Accept the Property and agree to the RELEASE in paragraph 27 of this Agreement, OR
- Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

If Buyer fails to respond within the Contingency Period or does not terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement.

18. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (9-05)

(A) Seller represents, as of the date Seller signed this Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here:

n/a

(B) Seller knows of no other potential notices (including violations) and/or assessments except as follows:

n/a

(C) In the event any notices (including violations) and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing within 5 DAYS of receiving the notices and/or assessments that Seller will:

- Fully comply with the notices and/or assessments at Seller's expense before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement. OR
- Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the time given to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in paragraph 27 of this Agreement, OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

If Buyer fails to respond within the time stated in paragraph 18 (C) (2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement.

(D) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 days prior to settlement, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

- Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will notify Buyer in writing that Seller will:

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Buyer(s) _____

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Seller(s) JE M Muscovich

- a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement. OR
- b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
- (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

If Buyer fails to respond within the time stated in paragraph 18 (D) (1) (b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before settlement to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.
3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in paragraph 18 (D), Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 18 (D) (3) will survive settlement.

(E) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

19. TITLE, SURVEYS & COSTS (9-05)

- (A) The Property will be conveyed with good and marketable title as is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s); (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys required by the title insurance company or the abstracting attorney for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (D) If Seller is unable to give a good and marketable title and such as is insurable by a reputable title insurance company at the regular rates, as specified in paragraph 19 (A), Buyer will:
 1. Accept the Property with such title as Seller can give, with no change to the purchase price, and agree to the RELEASE in paragraph 27 of this Agreement, OR
 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in paragraph 19 (B) items (1), (2), (3) and in paragraph 19 (C).

(E) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here (see Information Regarding Recreational Cabins): n/a

20. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE (9-05)

- ☐ NOT APPLICABLE
- ☐ APPLICABLE: CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. §3407 of the Uniform Condominium Act of Pennsylvania (see Information Regarding Condominiums and Planned Communities) requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.
- ☒ APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act (see Information Regarding Condominiums and Planned Communities). §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws the rules and regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act.

THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY.

- (A) Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
- (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any incorrect information provided by the association in the Certificate.
- (C) The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of paragraph 30 of this Agreement.
- (D) If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance and/or fire insurance with extended coverage, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

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Buyer(s) _____

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Seller(s) _____

JEM

464 21. **MAINTENANCE & RISK OF LOSS (9-05)**

- 465 (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition,
 466 normal wear and tear excepted.
 467 (B) If any system or appliance included in the sale of the Property fails before settlement, Seller will:
 468 1. Repair or replace the failed system or appliance before settlement, OR
 469 2. Provide prompt written notice to Buyer of Seller's decision to:
 470 a. Credit Buyer at settlement for the fair market value of the failed system or appliance, as acceptable to the mortgage lender(s),
 471 if any, OR
 472 b. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the failed
 473 system or appliance.
 474 3. If Seller does not repair or replace the failed system or appliance or agree to credit Buyer for its fair market value, or if Seller fails
 475 to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before settlement, whichever
 476 is earlier, that Buyer will:
 477 a. Accept the Property and agree to the RELEASE in paragraph 27 of this Agreement, OR
 478 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 479 paragraph 30 of this Agreement.
 480 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
 481 replaced, Buyer will:
 482 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 483 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph
 484 30 of this Agreement.

485 22. **COAL NOTICE (Where Applicable)**

486 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF
 487 SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF
 488 SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION,
 489 DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN
 490 SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that
 491 he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described
 492 herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.
 493 This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the
 494 Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

495 23. **POSSESSION (9-05)**

- 496 (A) Possession is to be delivered by deed, keys and:
 497 1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement, AND/OR
 498 2. Assignment of any existing lease(s), together with any security deposits and interest, at day and time of settlement, if Property is
 499 leased the execution of this Agreement, unless otherwise stated in this Agreement.
 500 (B) Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise specified herein.
 501 (C) Seller will not enter into any new leases, extensions of existing leases or additional leases for the Property without the written consent
 502 of Buyer.

503 24. **RECORDING (9-05)** This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public
 504 record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

505 25. **ASSIGNMENT (9-05)** This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors,
 506 and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written
 507 consent of Seller unless otherwise stated in this Agreement.

508 26. **GOVERNING LAW, VENUE & PERSONAL JURISDICTION (9-05)**

- 509 (A) The validity amid construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws
 510 of the Commonwealth of Pennsylvania.
 511 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
 512 party shall be decided exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

513 27. **RELEASE (9-05)**

514 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER
 515 or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from
 516 any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the
 517 consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon,
 518 lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage
 519 disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in
 520 default under the terms of this Agreement, or in violation of any seller disclosure law or regulation, this release does not deprive
 521 Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

522 28. **REPRESENTATIONS (9-05)**

- 523 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees,
 524 employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This
 525 Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
 526 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be
 527 altered, amended, changed or modified except in writing executed by the parties.
 528 (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property

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Seller(s) *[Signature]*

specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

- (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
(D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

29. DEFAULT (9-05)

- (A) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in paragraph 3, OR
 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (B) Unless otherwise checked in paragraph 29 (C), Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
 2. As monies to be applied to Seller's damages, OR
 3. As liquidated damages for such breach.
- (C) ☒ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**

- (D) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to paragraph 29 (B) or (C), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

30. TERMINATION & RETURN OF DEPOSITS (9-05)

- (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, all deposit monies paid on account of purchase price will be returned to Buyer and this Agreement will be VOID. The broker holding the deposit monies may only release the deposit monies according to the terms of a fully executed written agreement between Buyer and Seller and as permitted by the Rules and Regulations of the State Real Estate Commission.
- (B) If there is a dispute over entitlement to deposit monies, a broker is not legally permitted to determine if a breach occurred or which party is entitled to deposit monies. A broker holding the deposit monies is required by the Rules and Regulations of the State Real Estate Commission to retain the monies in escrow until the dispute is resolved. In the event of litigation over deposit monies, a broker will distribute the monies according to the terms of a final order of court or a written agreement of the parties. Buyer and Seller agree that, if any broker or affiliated licensee is joined in litigation regarding deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.

31. REAL ESTATE RECOVERY FUND (9-05)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

32. MEDIATION (9-05)

- (A) Unless otherwise checked in paragraph 32 (D), Buyer and Seller will submit all disputes or claims that arise from this Agreement to mediation in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through mediation and signed by the parties will be binding (see Information Regarding Mediation).
- (B) Buyer and Seller have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System.
- (C) Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.
- (D) ☒ **MEDIATION IS WAIVED.** Buyer and Seller understand that they may choose to mediate at a later date should a dispute or claim arise, but that there will be no obligation for any party to do so.

33. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE (Required for properties built before 1978) (9-05)

Lead-Based Paint Hazards Disclosure Requirements: The Residential Lead-Based Paint Hazard Reduction Act requires any seller of property built before 1978 to provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family from Lead in Your Home* and to disclose to the buyer and the broker(s) the known presence of lead-based paint and/or lead-based paint hazards in or on the property being sold, along with the basis used for determining that the hazards exist, the location of the hazards, and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any records or reports available to the seller regarding lead-based paint and/or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. Before a buyer is obligated to purchase any housing constructed prior to 1978, the Act requires the seller to give the buyer 10 days (unless buyer and seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the buyer, in writing. Neither testing nor abatement is required of the seller. Housing built in 1978 or later is not subject to the Act.

- ☐ NOT APPLICABLE. Property was built in 1978 or later.
- ☐ APPLICABLE. Property was built before 1978. Broker must attach the Lead-Based Paint Disclosure and Inspection Contingency Addendum (PAR Form LPA) or another acceptable form with the information required by the Act, and provide Buyer the pamphlet *Protect Your Family from Lead in Your Home*. Buyer(s) must initial below that they have received both documents:
- ** _____ Lead-Based Paint Hazards Disclosure and Inspection Contingency Addendum (attached as part of this Agreement).
- ** _____ *Protect Your Family from Lead in Your Home*

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Seller(s) _____

Page 10 of 11
JEM

593 34. SPECIAL CLAUSES (1-02)

594 (A) The following are part of this Agreement if checked:

- 595 ☐ Sale & Settlement of Other Property
 596 Contingency Addendum (PAR Form SSP)
 597 ☐ Sale & Settlement of Other Property Contingency
 598 with Right to Continue Marketing
 599 Addendum (PAR Form SSP-CM)

- ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
☐ Tenant-Occupied Property Addendum (PAR Form TOP)
☐ n/a
☐ n/a
☐ n/a

600 (B)

601 SELLERS ARE LICENSED REAL ESTATE BROKERS IN THE STATE OF PENNSYLVANIA.

SELLER TO PAY FOR TOTAL HOME INSPECTION AND HOME WARRANTY.

PROPERTY TO APPRAISE FOR EQUAL TO OR GREATER THAN AGREED UPON SALES PRICE.

602 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

603 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised
 604 to consult an attorney before signing if they desire legal advice.

605
 606 Return by facsimile transmission (FAX) of this Agreement, and any addenda and amendments, bearing the signatures of all parties,
 607 constitutes acceptance by the parties.

608
 609 ☒ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

610 ☒ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.611 ☒ Buyer has read and understands the notices and explanatory information in this Agreement.612 ☒ Buyer has received a Seller's Property Disclosure Statement before signing this Agreement, if required by law (see Information Regarding the Real Estate Seller Disclosure Law).613
614 ☐ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

615

616
617 BUYER'S MAILING ADDRESS:

WITNESS

BUYER

David G Stainbrook

2718 Center Drive, Zanesville, Ohio 43701

DATE

2/20/06

WITNESS

BUYER

Barbara T Stainbrook

2718 Center Drive, Zanesville, Ohio 43701

DATE

9/28/06

618 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

619 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

620 Seller has read and understands the notices and explanatory information in this Agreement.

621 SELLER'S MAILING ADDRESS:

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Seller(s)

Page 18 of 21
JEM/AM

WITNESS _____

SELLER 

DATE

9/22/2006

Walter P Muscovich Sr

318 Treasure Lake, DuBois, PA 15801

Home #: 814-375-4599 Bus. #: 814-591-2122 Fax #: 814-375-4588

WITNESS _____

SELLER 

DATE

9-22-06

Judy E Muscovich

318 Treasure Lake, DuBois, PA 15801

Home #: 814-375-4599

PREPARED BY: Judy E Muscovich, Associate Broker

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CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy

P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

HOPKINS HELTZEL L L P
100 MEADOW LANE
SUITE # 5
DUBOIS, PA 15801

Instrument Number - 200617765

Recorded On 10/20/2006 At 1:57:50 PM

* Instrument Type - DEED

* Total Pages - 5

Invoice Number - 157033

* Grantor - MUSCOVICH, WALTER P SR

* Grantee - STAINBROOK, DAVID G

* Customer - HOPKINS HELTZEL L L P

*** FEES**

STATE TRANSFER TAX \$4,500.00

STATE WRIT TAX \$0.50

JCS/ACCESS TO JUSTICE \$10.00

RECORDING FEES - \$13.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

DUBOIS AREA SCHOOLS \$2,250.00

REALTY TAX

SANDY TOWNSHIP \$2,250.00

TOTAL PAID \$9,028.50

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



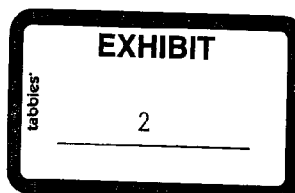
Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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



County Parcel No. _____

THIS DEED

MADE the 10th day of October, in the year two thousand six (2006),

BETWEEN **WALTER P. MUSCOVICH, SR. and JUDY E. MUSCOVICH**, husband and wife, whose address is 318 Treasure Lake, DuBois, Pennsylvania 15801, hereinafter referred to as Grantor;

A
N
D

DAVID G. STAINBROOK and BARBARA T. STAINBROOK, husband and wife, whose address is 2718 Center Drive, Zanesville, Ohio 43701, hereinafter referred to as Grantee;

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

WITNESSETH, That in consideration of **FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00)**, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee,

PARCEL NO. 1

ALL that certain tract of land designated as Section 15, Lot 181, Bimini, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.

4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Walter P. Muscovich, Sr. and Judy E. Muscovich, husband and wife, by deed of Ralph J. Dalessio and Grace A. Dalessio, husband and wife, dated July 10, 1991, and recorded in the Office of the Recorder in and for Clearfield County in Book Volume Number 1407, Page Number 552.

PARCEL NO. 2

ALL that certain tract of land designated as Section 15, Lot 182, Bimini, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which if unpaid, shall become a lien upon the land and be an encumbrance against it.


BEING the same premises conveyed to Walter P. Muscovich, Sr. and Judy E. Muscovich, husband and wife, by deed of Allen Newell and Noel M. Newell, husband and wife, dated April 9, 1985, and recorded in the Office of the Recorder in and for Clearfield County in Book Volume Number 1008, Page Number 125.

HAZARDOUS WASTE: THE GRANTORS HEREIN STATE THAT THE
HEREINABOVE DESCRIBED PROPERTY IS NOT PRESENTLY BEING USED FOR
THE DISPOSAL OF HAZARDOUS WASTE NOR TO THE BEST OF
HIS/HER/THEIR KNOWLEDGE, INFORMATION AND BELIEF HAS IT EVER
BEEN USED FOR THE DISPOSAL OF HAZARDOUS WASTE. THIS STATEMENT
IS MADE IN COMPLIANCE WITH THE SOLID WASTE MANAGEMENT ACT, NO.
1980-97, SECTION 405.

PROMISES. And the said Grantor herein will **SPECIALLY WARRANT AND
FOREVER DEFEND** the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his/her hand and seal, the day
and year first above-written.

10-19-06  (Seal)
WALTER P. MUSCOVICH, SR.

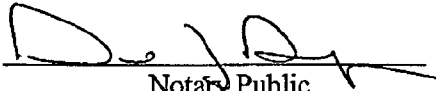
10-19-06  (Seal)
JUDY E. MUSCOVICH

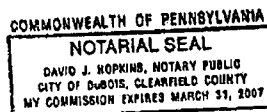
Commonwealth of Pennsylvania)
:SS:
County of Clearfield)

On this, the 19th day of October, 2006, before me, the undersigned officer, personally
appeared Walter P. Muscovich and Judy E. Muscovich, husband and wife, known to me
(or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purpose therein
contained.

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

My Commission Expires: _____

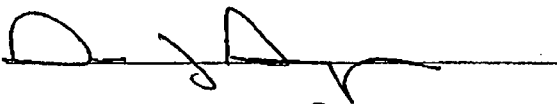

Notary Public



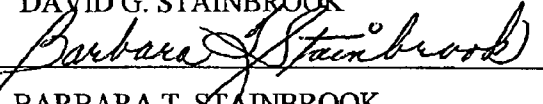
NOTICE

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:



DAVID G. STAINBROOK



BARBARA T. STAINBROOK

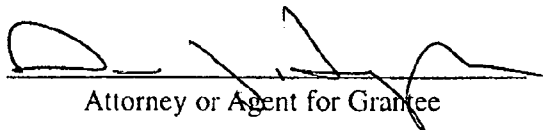
This 19th day of October, 06.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE OF 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 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.)

CERTIFICATE OF RESIDENCE

I/we hereby certify, that the precise residence for the Grantee herein is as follows:

2718 Center Drive
Zanesville, Ohio 43701



Attorney or Agent for Grantee

SELLER'S AFFIDAVIT

State of Pennsylvania
County of Clearfield

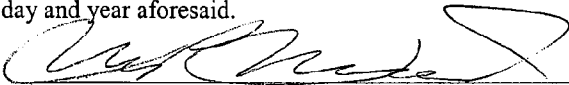
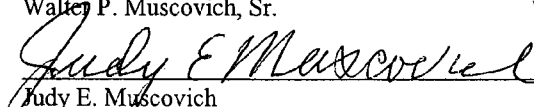
Premises: Section 15 Lots 181 and 182, DuBois, Pennsylvania 15801

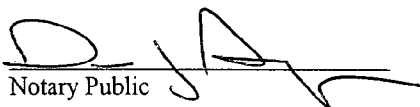
ON THE 19th DAY OF OCTOBER, 2006, before me, the undersigned officer, personally appeared the undersigned, who being duly sworn according to law and intending to be legally bound, depose(s) and say(s):

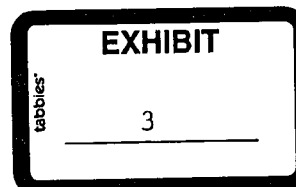
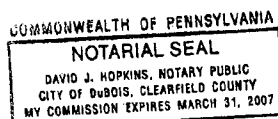
1. That the Grantor(s)/Mortgagor(s) herein is/are the owner(s) of Premises being identified above and the same person(s) as the grantee(s) in CLEARFIELD County Deed Book 1407 and 1008, Page 552 and 125.
2. That there are no encumbrances, easements, bankruptcies, judgments, or pending suits adversely affecting the owner(s) and/or the said Premises which are known to the undersigned which are not being paid on the settlement statement.
3. That there have been no repairs, additions or improvements made, ordered or contracted to be made on the Premises, nor are there any appliances or fixtures attached to the Premises which have not been paid for in full; and that there are no outstanding or disputed claims for any such work or item.
4. That there has been no work done, or notice received that work is to be done, by the Municipality (City, Borough or Township), or at its direction, in connection with the installation of sewer or water systems, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs or sidewalks.
5. That no notice has been served by any governmental authority for the removal or abatement of any nuisance, for the violation of any Zoning Regulation or concerning the condemnation of any portion of the Premises.
6. That there has been no violation of any restrictions affecting the Premises and there are no disputes with adjoining property owners as to the location of property line or the encroachment of any improvements.
7. That the Grantor(s)/Mortgagor(s) is/are in actual possession of the entire Premises, and there are no leases or agreements affecting the Premises or any part thereof outstanding, other than those that are presently being assigned as shown on the settlement statement.
8. That the present transaction is not made for the purpose of hindering, delaying or defrauding any creditors of said owner(s) and does not come within the provisions of the Bankruptcy or Insolvency Acts (or any amendments thereof). The Grantor(s) are not currently under the protection of the United State Bankruptcy Court or have not filed a United States Bankruptcy Petition in the past two (2) years.
9. That the said Grantor(s)/Mortgagor(s), a) if Husband and Wife, have never been divorced from each other, are not in the process of a divorce, and that no child support orders are outstanding; and b) if an individual Grantor/Mortgagor, is not now married and had not been divorced since acquiring the Premises.
10. That the Grantor(s)/Mortgagor(s) in this transaction are of full legal age and are in every respect competent to convey or encumber the title to the Premises in question.
11. That all structures and any improvements on the Premises have been in place and completed for more than five (5) years.
12. That all taxes, sewer, and water rents assessed against the Premises as of the date of this settlement are fully paid.
13. The judgment(s) and/or lien(s) appearing on the attached exhibit is/are not against me, us or either of us.

This affidavit is made for the purpose of inducing HOPKINS HELTZEL LLP to hold settlement on the above Premises, and to obtain a title insurance policy, insuring title thereto, and deponent(s) aver(s) the foregoing statements are true and correct to the best of his/her knowledge and belief.

SWORN TO AND SUBSCRIBED before me, the day and year aforesaid.


Walter P. Muscovich, Sr.

Judy E. Muscovich


Notary Public
My Commission Expires:



STATEMENT OF RETURNED TAX

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 EAST MARKET STREET
CLEARFIELD PA 16830
(814) 765-2641 EXT 5998

DATE

Oct 3, 2006

ASSESSED IN THE NAME OF

Walter A & Judy E MuscovichMAP NO. 74-011-00-03103

DESCRIPTION

Acct 1#7CONTROL NO. 007408608

CLAIM NO.

2005-1041

AMOUNT RETURNED \$

1339.65

INTEREST TO

\$

80.38

PENALTY & COST

\$

25.00

TOTAL \$

1445.03 good thru 10-31-06

MAP NO.

DESCRIPTION

CONTROL NO.

CLAIM NO.

AMOUNT RETURNED \$

INTEREST TO

\$

PENALTY & COST

\$

TOTAL

\$

TOTAL AMOUNT DUE \$

1445.03 good thru 10-3-06

IF PAID AFTER

PLEASE ADD \$

PER MONTH FOR

INTEREST AND \$

FOR COSTS

EXHIBIT

4

HUD - 1 UNIFORM SETTLEMENT STATEMENT

OMB Approval No. 2502-0265

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			SETTLEMENT STATEMENT	
B. TYPE OF LOAN			6. File Number:	
1. FHA 2. FmHA 3. Conv. Unins. 4. VA 5. Conv. Ins.			7. Loan Number:	
			8. Mortgage Insurance Case Number	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. NOTE: TIN = Taxpayer's Identification Number				
D. NAME AND ADDRESS OF BORROWER:		E. NAME, ADDRESS AND TIN OF SELLER:		F. NAME AND ADDRESS OF LENDER:
David G. Stainbrook Barbara T. Stainbrook 2718 Center Drive Zanesville, Ohio 43701		Walter P. Muscovich, Sr. Judy E. Muscovich 318 Treasure Lake DuBois, PA 15801		
G. PROPERTY LOCATION:		H. SETTLEMENT AGENT NAME, ADDRESS AND TIN		
Section 15 Lots 181 and 182 Treasure Lake DuBois, PA 15801		Hopkins Heltzel LLP 100 Meadow Lane, Suite 5, DuBois, PA 15801 20-0625114		
		I. SETTLEMENT DATE		
		PLACE OF SETTLEMENT Hopkins Heltzel LLP DuBois, PA 15801		10/19/2006


J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	450,000.00	401. Contract sales price	450,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	7,448.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes 10/19/2006-12/31/2006	80.73	406. City/town taxes 10/19/2006-12/31/2006	80.73
107. County taxes 10/19/2006-12/31/2006	161.45	407. County taxes 10/19/2006-12/31/2006	161.45
108. Assessments 10/19/2006-04/30/2007	613.37	408. Assessments 10/19/2006-04/30/2007	613.37
109.		409.	
110. School Tax 10/19/06-06/30/07	2,255.86	410. School Tax 10/19/06-06/30/07	2,255.86
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	460,559.91	420. GROSS AMOUNT DUE TO SELLER	453,111.41

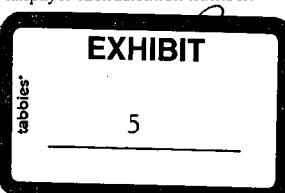
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	5,000.00	501. Excess deposit	5,000.00
202. Principal amount of new loan(s)		502. Settlement charges to seller (Line 1400)	15,246.04
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan S & T Bank	215,891.11
205.		505. Payoff of second mortgage loan PNC Bank	51,636.11
206.		506. Overnight Mailing Fee	20.00
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	5,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	287,793.26


300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT FROM/TO SELLER	
301. Gross amount due from borrower (Line 120)	460,559.91	601. Gross amount due to seller (Line 420)	453,111.41
302. Less amount paid by/for borrower (Line 220)	5,000.00	602. Less reduction in amount due seller (Line 520)	287,793.26
303. CASH FROM BORROWER	455,559.91	603. CASH TO SELLER	165,318.15

SELLER'S STATEMENT

The information contained in Blocks E, G, H, and I and on line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service (see Seller Certification). If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. You are required to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.


 (Seller's Signature) Walter P. Muscovich, Sr.




 Judy E. Muscovich

L. SETTLEMENT CHARGES

700. TOTAL SALES/BROKER'S COMMISSION based on price \$ 450,000.00 @	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:		
701. \$		
702. \$		
703. Commission paid at Settlement REMAX Regulatory Fee	250.00	
704. ReMax Total Commission \$9000 (\$5000 POC) Balance Due \$4000		4,000.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee \$		
802. Loan Discount \$		
803. Appraisal Fee to Burleigh Appraisals	300.00	
804. Credit report to		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee to		
807. Assumption Fee		
808.		
809.		
810.		
811.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from		
902. Mortgage Insurance Premium for		
903. Hazard insurance Premium for		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard insurance		
1002. Mortgage insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual assessments		
1006.		
1007.		
1008. Aggregate Accounting Adjustment		
1100. TITLE CHARGES		
1101. Settlement or closing fee to Hopkins Heltzel LLP	50.00	50.00
1102. Abstract or title search to Rebecca Latimer	285.00	
1103. Title Examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's fees to Hopkins Heltzel LLP	1,500.00	
(includes line numbers: Certificate of Title		
1108. Title Insurance to		
(includes line numbers:		
1109. Lender's coverage \$ 0.00		
1110. Owner's coverage \$ 450000.00		
1111.		
1112.		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed \$ 28.50 Mortgage \$ Release \$	28.50	
1202. City/cnty tax/stamps: Deed \$ Mortgage \$		
1203. State tax/stamps: Deed \$ Mortgage \$		
1204. 2% TRANSFER TAX	4,500.00	4,500.00
1205. Treasure Lake Property Owners Resale Fee		25.00
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to		
1303. Clearfield County Tax Claim (2005)		1,445.03
1304. 2006 County and Township Taxes		1,359.16
1305. 2006 School Taxes		3,307.85
1306. Final Water and Sewer to Tesi (Escrow)		150.00
1307. HSA Home Warranty		409.00
1308. Treasure Lake Property Owners Transfer Fee	535.00	
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	7,448.50	15,246.04

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I received a copy of the HUD-1 Settlement Statement.

Seller Walter P. Muscovich

Borrower David G. Stainbrook

Seller Judy E. Muscovich

Borrower Barbara T. Stainbrook

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds disbursed or to be disbursed by the undersigned as part of the settlement of this transaction.

10/19/2006

Settlement Agent Hopkins Heltzel LLP

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

rol# 0180-12108 MAIN ST	76 EMERY AVE HOUTZDALE PA 16651	Bk/P 200517606 Valuation 1050 L 3725 I 4775 T	Control# 0100-01751 H. SHED. L #430 & PART L # 721 DON ST 200513897	509 BEAVER RUN RD APOLLO PA 15613	Bk/P Valuation
2-018-00018-00-21	MUSCIA, CHARLES & DIANE	Map # C02-025-00337-00-21		MUSSER, LAURETTA M	
rol# 1280-83091 SECTION 18	870 TROPICAL AVENUE PITTSBURGH PA 15216	Bk/P 1987-482 Valuation 600 L	Control# 1280-44577 L 337 SECTION 25	509 BEAVER RUN RD APOLLO PA 15613	Bk/P Valuation
-000-00001 MN	MUSCOVICH, WALTER P & JUDY E	Map # 011-000-03103		MUSSER, LAURETTA M	
rol# 1010-30450 INT. IN 109 A. MIN RT O. W. RICKETTS)	517 KNARR ST. DUBOIS PA 15801	Bk/P 200318700 Valuation 1200 L 9100 I 10300 T	Control# 0074-08608 H & PART L #7 517 KNARR ST.	509 BEAVER RUN RD APOLLO PA 15613	Bk/P Valuation
8-201-00029	MUSCOVICH, WALTER P SR & JUDY E	Map # 012-000-03417		MUSSER, LAURETTA M ETAL	
rol# 0041-11528 S. L & PART L W 1ST ST	JUDY E 318 TREASURE LAKE DUBOIS PA 15801	Bk/P 200302839 Valuation 1825 L 6700 I 8525 T	Control# 0074-08652 H, G & L #82 313 OLIVE AVE.	509 BEAVER RUN RD APOLLO PA 15613	Bk/P Valuation
6-000-00018	MUSCOVICH, WALTER P SR & JUDY	Map # 012-000-03417		MUSSER, PAUL M. & REBECCA J.	
rol# 1160-49680 3 & 11.25 A SURF. 1 PALESTINE RD	517 KNARR ST DUBOIS PA 15801	Bk/P 200017036 Valuation 1225 L 5950 I 7175 T	Control# 0072-16353 H, G & PART L #22 213 S. HIGHLAND ST.	653 SAWYER RD APOLLO PA 15613	Bk/P Valuation
0-000-02792-A	MUSE, VERONICA E	Map # F11-000-00141		MUSSER, PAUL M. & REBECCA J.	
rol# 0075-07653 PART OF 2 L #37-38 LOCUST ST	2967 GRANDVIEW RD CURWENSVILLE PA 16833	Bk/P 200614228 Valuation 525 L 2075 I 2600 T	Control# 1250-84918 TRAILER. ADDITIONS & 0.36 2967 GRANDVIEW RD	653 SAWYER RD APOLLO PA 15613	Bk/P Valuation
7-000-00001	MUSICK, FRANCIS B	Map # C02-017-00338-00-21		MUSSER, PAUL M. & REBECCA J.	
rol# 1010-13366 BLDG. SHED & 109 A SUR 9 DILLON RD	1539 TREASURE LAKE DUBOIS PA 15801	Bk/P 200505809 Valuation 575 L 10675 I 11250 T	Control# 1280-28179 H & L 338 SECTION 17 51 GORDA CT	653 SAWYER RD APOLLO PA 15613	Bk/P Valuation
06-000-00002 MN	MUSSACHIO, ALBERT J.	Map # Q06-000-00009		MUSSER, PAUL M. & REBECCA J.	
rol# 1290-79121 7% INT. IN 561 MIN., AS & OIL)	8506 NEW JERSEY AVENUE WILDWOOD NJ 08260	Bk/P 1629-545 Valuation 1425 L 4950 I 6375 T	Control# 1160-26944 CAMP & 1.17 A IN FEE EXCEPT GAS & OIL	653 SAWYER RD APOLLO PA 15613	Bk/P Valuation
09-000-00002 MN	MUSSER, DON C.	Map # I02-000-00010-DW-02		MUSSER, PAUL M. & REBECCA J.	
rol# 1260-93382 7 A GAS & OIL	934 PINE ST CASTLE SHANNON PA 15234	Bk/P 0000-0 Valuation 0 L 900 I 900 T	Control# 1190-24582 CAMP LEASE 9-C-131	653 SAWYER RD APOLLO PA 15613	Bk/P Valuation
26-G9-2/17)	MUSSER, GEORGE E. & RITA G.	Map # Q11-561-00018		MUSSER, ROBERT W. & JANIS C.	
05-000-00005 MN	PO BOX 153 HAWK RUN PA 16840	Bk/P 199915727 Valuation 925 L 5475 I 6400 T	Control# 1240-89049 H, G, CRPT & L	627 ARROWHEAD WAY CLEARFIELD PA 16830	Bk/P Valuation
08-000-00009	MUSSER, JAMES A.	Map # M01-000-00001-DW-18		MUSSER, SCOTT A	
rol# 1100-22452 .33 A	5267 SNYDER LANE YORK PA 17406	Bk/P -0 Valuation 0 L 1300 I 1300 T	Control# 1150-46701 CAMP LEASE 9-C-440	624 DECATUR ST PHILIPSBURG PA 16866	Bk/P Valuation
M02-000-00011	MUSSER, JOHN H. & BARBARA A.	Map # P12-334-00038		MUSSER, SCOTT A	
rol# 1150-26236 AMP & 0.14 A	706 EDWARD STREET PHILIPSBURG PA 16866	Bk/P 199918686 Valuation 2100 L	Control# 0030-00430 H & PT OF 3 L (#76-77-78)	624 DECATUR ST PHILIPSBURG PA 16866	Bk/P Valuation
C02-714-00004	MUSSER, LAURETTA M	Map # 00064		MUSSER, SHARI RAE	
rol# 1280-96871 1 & L 4 (4.99 A)	509 BEAVER RUN ROAD APOLLO PA 15613	1140-13586		215 E SHERIDAN AVE DUBOIS PA 15801	Bk/P Valuation

EXHIBIT

Clearfield County Tax Claim Bureau - NOTICE OF PUBLIC TAX SALE

Date: June 7, 2007



Owner Or Reputed Owner
STAINBROOK, BARBARA T
2718 CENTER DR
ZANESVILLE OH 43701

Claim # 2005-009975

Control # 128030150

Map# D03-015-00182-00-21

Property Description

n & s. 182 SECTION 15
1957 CARRIBEAN RD

Delinquent 2005 Real Estate Tax

Address all communication in connection with claim and make all checks or money orders payable to:

Clearfield County Tax Claim Bureau
230 East Market Street, Suite 121
Clearfield PA 16830-2448

Business Hours: 8:30 AM to 4:00 PM Monday thru Friday Phone (814) 765-2641, Ext-5998

WARNING

YOUR PROPERTY IS ABOUT TO BE SOLD WITHOUT YOUR CONSENT FOR DELINQUENT TAXES. YOUR PROPERTY MAY BE SOLD FOR A SMALL FRACTION OF IT'S FAIR MARKET VALUE. IF YOU HAVE ANY QUESTIONS AS TO WHAT YOU MUST DO IN ORDER TO SAVE YOUR PROPERTY, PLEASE CALL YOUR ATTORNEY, THE TAX CLAIM BUREAU AT THE FOLLOWING TELEPHONE NUMBER: (814)-765-2641, EXT 5998 OR THE COUNTY LAWYER REFERRAL SERVICE.

TO: All owners of property described in this notice, and all persons having tax liens and judgements or municipal claims against such properties. Notice is hereby given by the Tax Claim Bureau in and for the County of Clearfield under and by the authority of the provisions of the Act of 1947, P.L. 1368, known as "Real Estate Tax Law", as amended, that the said BUREAU will expose at public sale at the CAST Building, 112 East Locust Street, Clearfield, Pennsylvania at 10:00 AM on September 14, 2007 or any day to which the sale may be adjourned, re-adjourned or continued, for the purpose of collecting unpaid taxes, municipal claims and all costs incident therein, the above described real estate for at least the upset price in the amount herein approximately set forth. The sale of this property may, at the option of the Bureau, be stayed if the owner thereof or any lien creditors of the owner, on or before the sale date, enters into an agreement with the BUREAU to pay the taxes and costs owing on said property in the manner provided by said law.

Notice of sale will be published in the Clearfield Progress, the DuBois Courier Express and the Clearfield County Legal Journal the week of August 6, 2007

TERMS OF SALE: Cash or Certified Check payable to "TAX CLAIM BUREAU" at time property is struck down. Personal Checks accepted subject to final payment and at risk of payor.

Any check returned unpaid by your bank will be subject to a twenty dollar (\$20.00) returned check fee.

APPROXIMATE UPSET PRICE

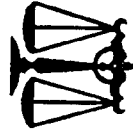
8580

THE APPROXIMATE UPSET PRICE FOR
WHICH THE PROPERTY SHALL BE SOLD
IS: **\$7,826.05**
CALL FOR EXACT AMOUNT DUE.

Eligible property owners may remove their property from jeopardy of sale by entering into an "AGREEMENT TO STAY SALE". The "AGREEMENT" requires combination of ALL delinquent taxes, costs and interest and payment of 25% of total to begin.

EXHIBIT

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HOPKINS HELTZEL LLP
BUSINESS ACCOUNT
100 MEADOW LANE, SUITE 5
DU BOIS, PA 15801
PHONE (814) 375-0300

S & T BANK
DU BOIS, PA 15801
60-685/433

17691

6-28-07

PAY TO THE
ORDER OF

Tax Claim Bureau

\$4024.69

Four Thousand Twenty Four + 69/100

DOLLARS



MEMO

Walter + Todd Muscovich
See 151182 - 2005

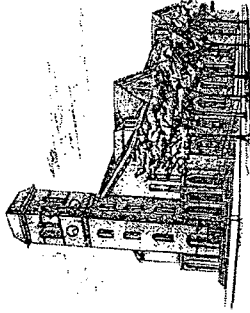
⑈017691⑈⑈043306855⑈ 3001503030⑈

[Signature]

EXHIBIT

Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121
Clearfield, Pennsylvania 16830
Phone: (814) 765-2641 Ext. 5998



-Customer Copy-

Receipt # 209040

Thursday, June 28, 2007

Received Of:

STAINBROOK, DAVID G &
HOPKINS LAW FIRM

Control # 128030150
Claim # 2005-009975

Map # D03-015-00182-00-21

In The Amount Of:

\$4,024.69

Property Desc H & L 182 SECTION 15
1957 CARRIBEAN RD

TAX	County	District	School
INTEREST	0.00	219.22	3236.09
COST / PENALTY	77.92	48.13	388.33
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL			

\$4,024.69

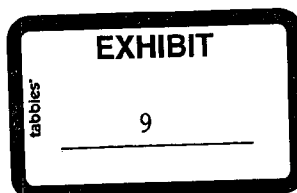
Director of Tax Claim Bureau

Mary Anne Herdock

RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

Total Received On All Claims For 12803015 On 6/28/07 \$4,024.69



HOPKINS HELTZEL LLP

100 Meadow Lane, Suite 5 • DuBois, PA 15801

David J. Hopkins
Licensed in PA & NJ
Masters in Taxation

Lea Ann Heltzel
Licensed in PA

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hhlaw@comcast.net

November 16, 2007

**United States First Class Mail
and Certified Mail – Return Receipt Requested**

Mr. and Mrs. Walter P. Muscovitch, Sr.
517 Knarr Street
DuBois, PA 15801

Re: Muscovitch to Stainbrook

Dear ~~Mr. and Mrs. Muscovitch:~~ *Walter P. Muscovitch*

I write to you regarding the sale of your home at Treasure Lake (Section 15, Lots 181 and 182). As you know, your sale closed on October 19, 2007 when you delivered a deed to David and Barbara Stainbrook for \$450,000.00.

In preparing for the closing, our office determined that the Clearfield County Tax Claim Bureau had a claim for unpaid real estate taxes in the year of 2005. Virginia from our office wrote to Clearfield County Tax Claim Office to determine the amount due. The Tax Claim Office sent us their standard form stating taxes due totaled \$1,445.03. Virginia withheld this amount on the HUD-1 Settlement Statement on line 1303.

After the closing, Mr. and Mrs. Stainbrook contacted me and advised they had received notices for the sale of the property for non-payment of 2005 taxes.

Our office investigated and learned the Clearfield County Tax Claim Office sent us the bill for your City of DuBois property rather than your Treasure Lake property. The Tax Claim Bureau never sent us information on the property Virginia requested, that being your Treasure Lake home. In the hustle and bustle of closing deals, she did not scrutinize the Tax Claim Bureau bill but rather assumed since it was somewhat higher than your county and township taxes for 2006 that you had merely failed to pay the 2005 county and township taxes.

Apparently you did not pay your real estate taxes for 2005 on either the City of DuBois property or your Treasure Lake property.

EXHIBIT

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tabbles

November 16, 2007

Page two

Our office searched the title for Mr. and Mrs. Stainbrook, and therefore, we were obligated to pay the 2005 Tax Claim bill of \$4,024.69, a photocopy of my business account check is attached hereto for your review.

After learning of this situation, I spoke with Walter and you advised me that the Tax Claim Bureau was wrong and that you had paid the bill. I asked you to produce some kind of proof for me so I could take it to the Tax Claim Bureau and show them their error. You have never produced anything to show that you have paid that bill.

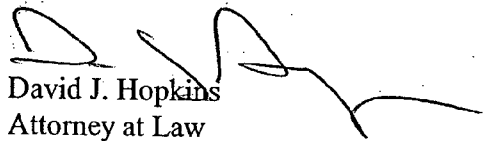
I have telephoned you several times on this matter including June 17, 2007, June 28, 2007 and October 10, 2007 and you have not returned my calls. One time you stopped in my office, however, I was not here.

We have done business together for the past fourteen (14) years based upon our mutual respect for each other. It distresses me that you have ignored this bill that we paid on your behalf, and in particular, in light of the fact that you received \$165,318.15 in net proceeds. I am not willing to eat a \$4,024.69 bill.

I would very much like to resolve this matter in an amicable fashion and would appreciate you sending a check for \$4,024.69. However, if you choose not to do so, on December 1, 2007 I intend to proceed.

I really hope we resolve this matter in an amicable fashion.

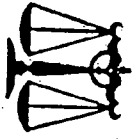
Very truly yours,


David J. Hopkins
Attorney at Law

DJH/bjr

Enclosure

THIS LETTER AND ANY FURTHER LETTERS FROM OUR FIRM ARE AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



HOPKINS HELTZEL LLP
BUSINESS ACCOUNT
100 MEADOW LANE, SUITE 5
DU BOIS, PA 15801
PHONE (814) 375-0300

S & T BANK
DU BOIS, PA 15801
60-685/433

17691

PAY TO THE
ORDER OF

Tax Claim Bureau
Four Thousand Twenty Four - 09/100 \$4024. 09
DOLLARS

MEMO

Water + Gody Muscaich
Sec 15/182 - 3005

⑈017691⑈ ⑈013306855⑈ 3001503030⑈

7006 0810 0001 0122 8305

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

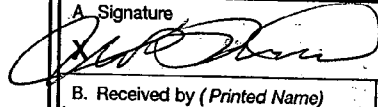
OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

Sent To: Mr. & Mrs. Walter P. Muscovitch Sr.
 Street, Apt. No., or PO Box No. 517 Knarr Street
 City, State, Zip+4 DuBois PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature </p> <p><input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery WALTER MUSCOVITCH 11-19-07</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Mr. and Mrs. Walter Muscovitch, 517 Knarr Street DuBois, PA 15801</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

7006 0810 0001 0122 8305

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**

MDJ Name: Hon. **PATRICK N. FORD**

Address: **309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
**HOPKINS HELTZEL LLP
100 MEADOW LANE APT/STE 5
DUBOIS, PA 15801**

VS.
DEFENDANT: NAME and ADDRESS
**MUSCOVICH SR, WALTER P, ET AL.
318 TREASURE LAKE
DUBOIS, PA 15801**

**HOPKINS HELTZEL LLP
100 MEADOW LANE APT/STE 5
DUBOIS, PA 15801**

Docket No.: **CV-0000687-07**
Date Filed: **12/20/07**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **2/12/08**

☒ Judgment was entered for: (Name) **HOPKINS HELTZEL LLP**

☒ Judgment was entered against: (Name) **MUSCOVICH, JUDY E**
in the amount of \$ **4,162.19**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

☐ Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$ 4,024.69
Judgment Costs	\$ 137.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 4,162.19
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

2-12-08 Date Patrick N. Ford - PNF, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, Magisterial District Judge

My commission expires first Monday of January _____

AOPC 315-07

DATE PRINTED:

EXHIBIT

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SEAL

AM

ASSIGNMENT

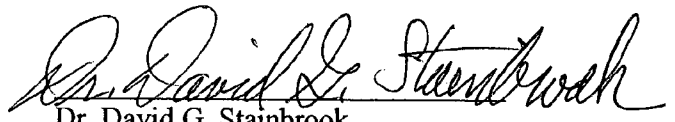
The undersigned, owners of Lots 181 and 182 of Section 15 in the Treasure Lake Subdivision of Sandy Township, Clearfield County, Pennsylvania, hereby assign all of their right, title and interest in the warranties received from Walter and Judy Muscovitch that all real estate taxes had been paid in full through the date of closing to Hopkins Heltzel LLP.

Dated:

5/1/08

Dated:

5-1-08


Dr. David G. Stainbrook


Barbara T. Stainbrook

EXHIBIT

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THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

HOPKINS HELTZEL LLP,
Plaintiff

vs.

WALTER P. MUSCOVICH, SR. and
JUDY E. MUSCOVICH,
Defendants

No. 2008-425 C.D.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Arbitration Statement filed on behalf of Plaintiff, Hopkins Heltzel LLP, was served on the 8th day of September, 2008, on all counsel of record by first-class mail, postage prepaid addressed as follows:

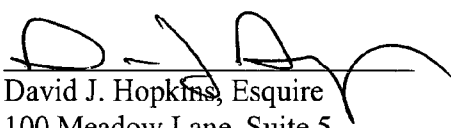
Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

Richard H. Milgrub, Esquire
211 N. 2nd Street
Clearfield, PA 16830

Gary Knaresboro, Esquire
33 Beaver Drive, Suite 2
DuBois, PA 15801

Theron G. Noble, Esquire
301 E. Pine Street
Clearfield, PA 16830

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

9/25
1:00 PM
Arbitration

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

HOPKINS HELTZEL, LLP,

Plaintiffs,

v.

WALTER P. MUSCOVICH, SR.
and JUDY MUSCOVICH,

Defendants.

) NO. 2008-425-CD
)
) Type of Pleading: DEFENDANT'S
) PRETRIAL MEMORANDUM
)
) Filed on Behalf of: DEFENDANTS
)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

RECEIVED

SEP 16 2008

Court Administrator's
Office

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

HOPKINS HELTZEL, LLP,)	NO. 2008-425-CD
)	
Plaintiffs,)	
)	
v.)	
)	
WALTER P. MUSCOVICH, SR.)	
and JUDY MUSCOVICH,)	
)	
Defendants.)	

DEFENDANT'S PRETRIAL MEMORANDUM

AND NOW comes the Defendants, **WALTER P. MUSCOVICH, SR. and JUDY MUSCOVICH**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and submits the following Pretrial Memorandum in the above-captioned matter:

A. BRIEF STATEMENT OF CASE

In September 2006, the Defendants were the owners of real property located and known as Section 15, Lots 181 and 182, in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania. The Defendants sought to sell the subject property, and the property was to be sold to a David G. Stainbrook and Barbara T. Stainbrook. The Defendants then employed the services of the Plaintiff to represent them in the course of the closing of the sales transaction. The Plaintiff also agreed to represent the Stainbrooks in the closing of the said transaction. Prior to the closing of the sales transaction, the Plaintiff presented the Defendants with a Sellers' Affidavit stating *inter alia* that all taxes, sewer and water rents against the premises were paid as of the date

of the date of settlement, and advised the Defendants to execute the same in order to facilitate the closing of the sale of the said property. The Plaintiff represented to the Defendants that Plaintiff had performed a title search on the subject real property on behalf of the buyers and had discovered unpaid real estate taxes for the tax year 2005, the same to be paid out of the sales proceeds derived from the closing. The sales transaction was to close on or about October 19, 2006, and prior to the aforesaid date, the Plaintiff, acting on behalf of the Defendants, did prepare a Special Warranty Deed conveying the property to the Stainbrooks, and did advise the Defendants to execute the same. At the time of closing the Plaintiff had prepared a HUD Settlement Statement showing the unpaid real estate taxes to be deducted from the sales proceed and did advise the Defendants to execute the same. The sale of the subject real property occurred on October 19, 2006, and the sales proceeds were distributed pursuant to the HUD-1 Uniform Settlement Statement.

At a later time, the Plaintiff was contacted by the buyers and informed that they had received notice of the tax sale of the subject property, at which time the Plaintiff discovered that it had paid the real estate taxes on another parcel of real property, and in order to fulfill its obligation to the buyers, the Plaintiff did pay the proper real estate taxes on the subject real property. Plaintiff now seeks to recover the amount of taxes paid by the Plaintiff in the amount of \$4,024.59. The Plaintiff brought an action before Magistrate Patrick N. Ford, DuBois, Pennsylvania, for which it incurred costs of \$137.50. The Plaintiff has brought a complaint against the Defendants claiming that the Defendants were unjustly enriched as a result of the Plaintiffs payment of the taxes which were

certified by the Plaintiff to have been paid at time of closing, a theory of *quantum meruit*, and a theory of breach of warranty based upon a theory that the Defendants had delivered a Special Warranty Deed and an Affidavit of Title stating that title was clear to the subject real property and that taxes had been paid.

The Defendants have answered the Plaintiff's Complaint by stating that they were not unjustly enriched as the Plaintiff had only paid such monies as were necessary to correct the mistakes made by the Plaintiff at the time of the closing of the real transaction. Further, the Defendants have claimed that the Plaintiff received nothing of value from the Plaintiff as a result of the mistakes made by the Plaintiff in the closing of the real estate transaction, and therefore, no cause of action for *quantum meruit* exists. Lastly, the Defendants have stated that any execution of a Special Warranty Deed or Affidavit of Title was only done after being advised by the Plaintiff, attorneys for the Defendants, that no taxes were due and payable on the subject premises and that clear title to the property was being conveyed by the Defendants to the subject real property, and that all times the Defendants relied upon the representations of the Plaintiff in executing all documents presented to them by the Plaintiff.

B. CITATION TO APPLICABLE CASE OR STATUTES

None

C. LIST OF WITNESSES

Defendants may call the following persons to testify at trial:

- b. Judy E. Muscovich, 318 Treasure Lake, DuBois, PA;
- c. All witnesses set forth by Plaintiff in Plaintiff's Pretrial Statement; and
- d. Defendants reserves the right to call additional witnesses with adequate notice given to the Arbitrators and to the Plaintiff.

D. STATEMENT OF DAMAGES AND COPIES OF BILLS WHICH THE PARTY INTENDS TO OFFER

None.

Respectfully submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III

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


HOPKINS HELTZEL, LLP,)	NO. 2008-425-CD
)	
Plaintiffs,)	
)	
v.)	
)	
WALTER P. MUSCOVICH, SR.)	
and JUDY MUSCOVICH,)	
)	
Defendants.)	

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Defendants' Pretrial Memorandum in the above-captioned matter on the following parties at the addresses shown below by first-class U.S.

Mail on the 15th day of September, 2008

David J. Hopkins, Esquire
Hopkins Heltzel, LLP
100 Meadow Lane Ste 5
DuBois PA 15801



Benjamin S. Blakley, III