

08-2287-CD

James Cowfer al vs Estate of J Cowfer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

JAMES I. COWFER and
MELANIE J. COWFER,
husband and wife,

Plaintiffs

VS.

ESTATE OF JAMES I. COWFER, SR.,

Defendant

No. 08-2287-CD

TYPE OF CASE:
Civil Action - Law

TYPE OF PLEADING:
Complaint

FILED ON BEHALF OF:
Plaintiffs

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

Feb 11, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

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William A. Shaw
Prothonotary/Clerk of Courts

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

JAMES I. COWFER, III AND
MELANIE J. COWFER, husband and
wife,

Plaintiffs

vs.

ESTATE OF
JAMES I. COWFER, SR.,

Defendant

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No. 08-

COMPLAINT

1. Plaintiffs James I. Cowfer, III and Melanie J. Cowfer, a husband and wife, reside at 857 Teutonic Avenue, Houtzdale, Pennsylvania 16651.

2. Defendant James I. Cowfer, Jr., an individual, resides at P.O. Box 163, 316 Red Schoolhouse Road, Osceola Mills, Pennsylvania 16666.

3. Defendant Estate of James I. Cowfer, Sr. is an estate duly probated in Clearfield County to file number 1707-0530 and administered by Clearfield Bank and Trust Company of Clearfield Pennsylvania, DBN CTA.

4. James I. Cowfer, Sr. (Decedent) died testate on September 14, 2007, a resident of Clearfield County.

5. Dawn Anne Matier of 201 Lingle Street, Osceola Mills, Pennsylvania 16666; Vicki Lynn Cowfer of 117 Kate Street, Osceola Mills, Pennsylvania 16666; and Linda Lee Supko of 438 Ernestvill Road, Osceola Mills, Pennsylvania, are the only daughters of Decedent.

(Collectively: daughters of the Decedent).

6. James I. Cowfer, Jr. is the only son of decedent and by way of further pleading is the father of James I. Cowfer, III (Decedent's grandchild).

7. As listed at Estate File 1707-0530, on October 4, 2007, the Register of Wills of Clearfield County probated the Decedent's Last Will and Testament dated May 25, 2007, and in accordance with its terms appointed the Decedent's son, James I. Cowfer, Jr.

8. On April 2nd, 2008 the daughters of the Decedent filed a Petition for Removal and Replacement of Executor filed to Clearfield County Orphan's Court Division No. 1707-0530.

9. On March 20th, 2008 Plaintiff and Defendant James Cowfer Jr., in his capacity as executor of the estate of Decedent, entered into a valid contract for the sale of land. A true and correct copy of which is attached as exhibit "A".

10. The land in dispute is real property containing a house and buildings located in Decatur Township, Clearfield County, Pennsylvania, known by Clearfield County Tax Map No. 112-P13-27 and more fully described in the deed recorded in Clearfield County Deed Book 757, Page 58.

11. On November 21, 2007 the property in dispute was appraised by Edward G. Reiter for \$165,000.00.

12. As described in the contract attached as exhibit "A", James I. Cowfer, III and Melanie Cowfer agreed to purchase the property in dispute for \$171,000.00. By way of further pleading, this occurred with the knowledge of all of the heirs after the bidding process was completed.

13. National City Mortgage Company approved Plaintiff for a loan of \$179,800 to

purchase said property.

14. The closing for purchase of said property was set for April 25, 2008.

15. On or around April 21st, 2008, an emergency hearing was held before Clearfield County President Judge Fredric J. Ammerman. By way of further pleading an Order of April 21, 2008 enjoined the executor James I. Cowfer, Jr. from completing any sale of estate assets including the disputed property, pending resolution of the emergency petition.

16. By order dated July 1st, 2008, the Court removed James I. Cowfer, Jr. as Executor of the estate of James I. Cowfer, Sr.

17. By order dated July 23rd, 2008, the Court appointed Clearfield Bank and Trust Company of Clearfield, Pennsylvania, as administrator DBN CTA of the Estate of James I. Cowfer, Sr.

COUNT I

EQUITY - SPECIFIC PERFORMANCE

Paragraphs 1 - 17 are hereby incorporated by reference as though the same were set forth at length herein.

18. A demand for performance was made to Clearfield Bank and Trust Company.

19. The contract for the sale of land was not unconscionable, vague, lacking in consideration, terminable at will or lacking mutuality.

20. Specific performance in this case would not be impossible, be a severe hardship, consist of personal service, or require constant supervision.

21. The Plaintiffs comes to this Court of Equity with clean hands.

22. Clearfield Bank and Trust Company has refused to perform under the contract made between Plaintiffs and the Estate of James I. Cowfer, Sr. and are therefore in breach of the same.

WHEREFORE, the Plaintiffs request this honorable Court to order the Clearfield Bank and Trust Company in its capacity as administrator of the Estate of James I. Cowfer, Sr. to perform under the contract for the sale of land.

COUNT II

FEES AND COSTS

Paragraphs 1 - 22 are hereby incorporated by reference as though the same were set forth at length herein.

23. Plaintiffs have had to hire counsel at a rate of \$125 per hour to assist with the prosecution of this action.

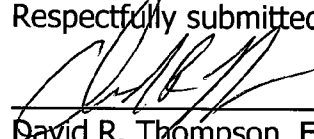
24. Plaintiffs have incurred costs of appraisal of \$350.00 in the prosecution of this action.

25. Plaintiffs have incurred costs of inspection of \$125.00 in the prosecution of this action.

25. Plaintiffs believe and therefore aver that they have suffered the loss of a loan origination fee which will serve to reduce the rate of a current loan necessary to purchase the disputed property.

WHEREFORE, Plaintiffs demand that judgement be entered in their favor and against Defendant, for reasonable costs and attorney fees.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. R. Thompson", written over a horizontal line.

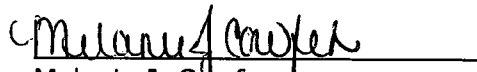
David R. Thompson, Esquire

VERIFICATION

I certify that the facts set forth in the foregoing **COMPLAINT** is true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated:


James I. Cowfer, III


Melanie J. Cowfer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

JAMES I. COWFER and
MELANIE J. COWFER,
husband and wife,

Plaintiffs

vs.

ESTATE OF JAMES I. COWFER, SR.,

Defendant

No. 08-2287-CD

TYPE OF CASE:
Civil Action - Law

TYPE OF PLEADING:
Petition for Temporary
Injunction

FILED ON BEHALF OF:
Plaintiffs

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

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FILED *ICC Sheriff*
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Wm
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

JAMES I. COWFER, III AND	*	
MELANIE J. COWFER,	*	No. 08-
husband and wife,	*	
	*	
Plaintiffs	*	
vs.	*	
	*	
ESTATE OF JAMES I. COWFER, SR.,	*	
	*	
	*	
Defendant	*	

ORDER OF COURT

AND NOW, this ____ day of _____, 2008, upon consideration of Plaintiffs’ Petition for Temporary Injunction it is the ORDER of this Court that, pending decision on Plaintiffs’ Complaint for Specific Performance in the above captioned case, the executor of Defendant is hereby enjoined from:

- 1. Disturbing the status quo and completing a sale or other transfer of title of the subject real property;
- 2. Entering any contract which will impair its ability to convey good title to Plaintiff;
- 3. Committing waste or other deleterious use of the property during the litigation.

BY THE COURT:

J

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - EQUITY

JAMES I. COWFER, III AND
MELANIE J. COWFER,
husband and wife,

Plaintiffs

vs.

ESTATE OF
JAMES I. COWFER, SR.,

Defendant

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No. 08-

PETITION FOR TEMPORARY INJUNCTION

AND NOW, comes the Plaintiffs, by and through their attorney, David R. Thompson, Esquire, and files the following Petition for Temporary Injunction against the Defendant, of which the following are averments of fact:

1. Plaintiffs have instituted an action in equity for the enforcement of a written contract against the Defendant.

2. It is believed that Clearfield Bank and Trust Company is entertaining bids for the sale of real property which is the subject of said contract and the underlying action between Plaintiffs and Defendant.

3. A sale of the property while litigation for specific performance is pending will needlessly lengthen litigation and injure the Plaintiffs.

4. Plaintiffs believe that it is in the best interest of the parties to enjoin sale of said

real estate until the conclusion of Plaintiffs' action.

5. Plaintiffs will be irreparably harmed if the Defendant is allowed to sell the subject real property during the pendency of the litigation.

6. Plaintiffs have no other remedy at law to immediately resolve this problem.

7. Plaintiffs aver that they will succeed on the merits of the underlying action, as they are requesting that the Court to enforce a valid agreement for sale, allowing Plaintiff to purchase the subject real property.

8. Plaintiffs aver that harm is imminent, and immediate temporary injunctive relief is necessary and appropriate.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court :

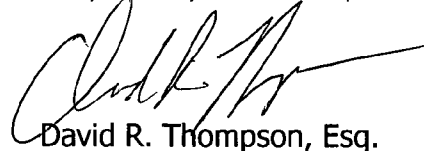
1. To temporarily enjoin Defendant from disturbing the status quo and completing a sale or other transfer of title of the subject real property;

2. To temporarily enjoin Defendant entering any contract which will impair its ability to convey good title to Plaintiff;

3. To temporarily enjoin Defendant from waste or other deleterious use of the property during the litigation; and/or

4. Order any other equitable relief this Honorable Court deems is necessary and appropriate in this instance.

Respectfully submitted,



David R. Thompson, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

JAMES I. COWFER, III AND
MELANIE J. COWFER,
husband and wife,

Plaintiffs

VS.

ESTATE OF JAMES I. COWFER, SR.,

Defendant

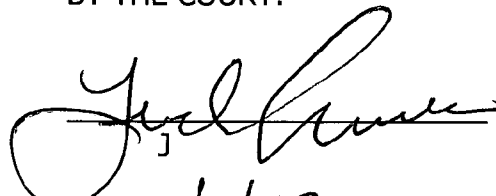
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No. 08- 2287-CD

ORDER

It is hereby ORDERED AND DECREED that a hearing is scheduled on the 11th
day of December, 2008, at 9:30 a.m. / p.m. in Courtroom No. 3 of the Clearfield
County Courthouse, Clearfield, Pennsylvania, to hear argument / testimony on Plaintiff's
Petition For Temporary Injunction. One half hour has been allotted in this matter.

BY THE COURT:


12/1/08

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01/4:00 PM
DEC 01 2008 Thompson
William A. Shaw
Prothonotary/Clerk of County CC
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2287-CD

JAMES I. COWFER and MELANIE J. COWFER

vs

SERVICE # 1 OF 1

ESTATE OF JAMES I. COWFER, SR.

COMPLAINT; PETITION FOR TEMPORARY INJUNCTION&ORDER

SERVE BY: 12/10/2008 ASAP HEARING: 12/11/2008 9:30 AM PAGE: 104987

DEFENDANT: CLEARFIELD BANK & TRUST CO.
ADDRESS: BRIDGE ST.
CLEARFIELD, PA 216830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED
DEC 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW MS 3rd Day of Dec 2008 AT 1:10 AM / PM **SERVED** THE WITHIN

COMPLAINT; PETITION FOR TEMPORARY INJUNCTION&ORDER ON CLEARFIELD BANK & TRUST CO.
DEFENDANT

BY HANDING TO CAROL LUZIER OFFICE MGR.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED Bridge st. Clearfield Pa

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT; PETITION FOR TEMPORARY INJUNCTION&ORDER FOR CLEARFIELD BANK & TRUST CO.

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CLEARFIELD BANK & TRUST CO.

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

S. Hunter
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104987
NO: 08-2287-CD
SERVICES 1
COMPLAINT; PETITION FOR TEMPORARY

INJUNCTION&ORDER

PLAINTIFF: JAMES I. COWFER and MELANIE J. COWFER
vs.
DEFENDANT: ESTATE OF JAMES I. COWFER, SR.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	THOMPSON	13811	10.00
SHERIFF HAWKINS	THOMPSON	13811	20.42

5
FILED
01:50 PM
DEC 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

JAMES I. COWFER, III AND
MELANIE J. COWFER,
husband and wife,

Plaintiffs

vs.

ESTATE OF JAMES I. COWFER, SR.,

Defendant

No. 08-2287-CD

TYPE OF CASE:
Civil Action - Law

TYPE OF PLEADING:
Praeipe to Withdrawal Petition for
Temporary Injunction

FILED ON BEHALF OF:
Plaintiffs

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

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FILED
DEC 11 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

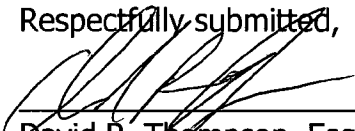
JAMES I. COWFER, III AND	*	
MELANIE J. COWFER,	*	
husband and wife,	*	
	*	No. 08-2287-CD
Plaintiffs	*	
vs.	*	
	*	
ESTATE OF JAMES I. COWFER, SR.,	*	
	*	
Defendant	*	
	*	

**PRAECIPE TO WITHDRAW PETITION FOR
TEMPORARY INJUNCTION**

TO THE PROTHONOTARY:

Kindly withdraw the Petition for Temporary Injunction in the above-captioned matter
on behalf of the Plaintiffs, James I. Cowfer, III and Melanie J. Cowfer.

Respectfully submitted,


David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

JAMES I. COWFER AND MELANIE J. COWFER, *
husband and wife, *

Plaintiffs *

vs. *

ESTATE OF JAMES I. COWFER, SR., *

Defendant *

No. 08-2287-CD

TYPE OF CASE:
Civil Action - Law

TYPE OF PLEADING:
Praecipe to Reinstate

FILED ON BEHALF OF:
Plaintiffs

COUNSEL OF RECORD FOR
THIS PARTY:

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

FILED

FEB 11 2009

William A. Shaw
Prothonotary/Clerk of Courts

Att. pd. 7.00

400 Att

4 Compl. Reinstated
to Sheriff

(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

JAMES I. COWFER and MELANIE J. COWFER
husband and wife,

Plaintiffs

VS.

ESTATE OF JAMES I. COWFER, SR.,

Defendant

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No. 08-2287-CD

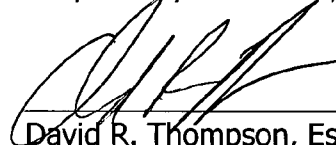
PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the attached Complaint in the above-captioned matter.

DATE:

Respectfully submitted,



David R. Thompson, Esquire
Attorney for Plaintiffs

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

JAMES I. COWFER, III AND
MELANIE J. COWFER, husband and
wife,

Plaintiffs

vs.

ESTATE OF
JAMES I. COWFER, SR.,

Defendant

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No. 08- 2287-CD

COMPLAINT

1. Plaintiffs James I. Cowfer, III and Melanie J. Cowfer, a husband and wife, reside at 857 Teutonic Avenue, Houtzdale, Pennsylvania 16651.

2. Defendant James I. Cowfer, Jr., an individual, resides at P.O. Box 163, 316 Red Schoolhouse Road, Osceola Mills, Pennsylvania 16666.

3. Defendant Estate of James I. Cowfer, Sr. is an estate duly probated in Clearfield County to file number 1707-0530 and administered by Clearfield Bank and Trust Company of Clearfield Pennsylvania, DBN CTA.

4. James I. Cowfer, Sr. (Decedent) died testate on September 14, 2007, a resident of Clearfield County.

5. Dawn Anne Matier of 201 Lingle Street, Osceola Mills, Pennsylvania 16666; Vicki Lynn Cowfer of 117 Kate Street, Osceola Mills, Pennsylvania 16666; and Linda Lee Supko of 438 Ernestvill Road, Osceola Mills, Pennsylvania, are the only daughters of Decedent.

(Collectively: daughters of the Decedent).

6. James I. Cowfer, Jr. is the only son of decedent and by way of further pleading is the father of James I. Cowfer, III (Decedent's grandchild).

7. As listed at Estate File 1707-0530, on October 4, 2007, the Register of Wills of Clearfield County probated the Decedent's Last Will and Testament dated May 25, 2007, and in accordance with its terms appointed the Decedent's son, James I. Cowfer, Jr.

8. On April 2nd, 2008 the daughters of the Decedent filed a Petition for Removal and Replacement of Executor filed to Clearfield County Orphan's Court Division No. 1707-0530.

9. On March 20th, 2008 Plaintiff and Defendant James Cowfer Jr., in his capacity as executor of the estate of Decedent, entered into a valid contract for the sale of land. A true and correct copy of which is attached as exhibit "A".

10. The land in dispute is real property containing a house and buildings located in Decatur Township, Clearfield County, Pennsylvania, known by Clearfield County Tax Map No. 112-P13-27 and more fully described in the deed recorded in Clearfield County Deed Book 757, Page 58.

11. On November 21, 2007 the property in dispute was appraised by Edward G. Reiter for \$165,000.00.

12. As described in the contract attached as exhibit "A", James I. Cowfer, III and Melanie Cowfer agreed to purchase the property in dispute for \$171,000.00. By way of further pleading, this occurred with the knowledge of all of the heirs after the bidding process was completed.

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14. The closing for purchase of said property was set for April 25, 2008.

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COUNT I

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19. The contract for the sale of land was not unconscionable, vague, lacking in consideration, terminable at will or lacking mutuality.

20. Specific performance in this case would not be impossible, be a severe hardship, consist of personal service, or require constant supervision.

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COUNT II

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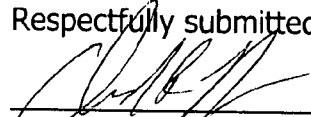
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WHEREFORE, Plaintiffs demand that judgement be entered in their favor and against Defendant, for reasonable costs and attorney fees.

Respectfully submitted,



David R. Thompson, Esquire

VERIFICATION

I certify that the facts set forth in the foregoing **COMPLAINT** is true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated:


James I. Cowfer, III

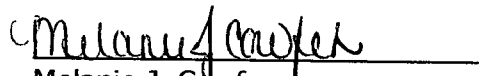

Melanie J. Cowfer

Exhibit "A"

AGREEMENT OF SALE

THIS AGREEMENT, made and entered into this 20th day of March, 2008, by and between **JAMES I. COWFER, JR.,** **Executor of the ESTATE OF JAMES I. COWFER, SR.,** of P.O. Box 163, 316 Red Schoolhouse Road, Osceola Mills, PA 16666, hereinafter called "Seller",

AND

JAMES I. COWFER, III and MELANIE J. COWFER, husband and wife, of 857 Teutonic Avenue, Houtzdale, PA 16651, hereinafter called "Buyers".

WITNESSETH:

WHEREAS, Seller is the owner of certain real property containing a house and buildings located in Decatur Township, Clearfield County, Pennsylvania, known by Clearfield County Tax Map No. 112-P13-27 and more fully described in the deed recorded in Clearfield County Deed Book 757, Page 58, and;

WHEREAS, Seller desires to sell said real property and Buyers desire to purchase said real property.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, each Party unto the other and in consideration of the terms and conditions hereunder and with the intent to be legally bound hereby, the

Parties agree as follows:

1. **SALE:** Seller hereby sells to Buyers and the Buyers hereby agree to purchase from Seller under the terms and conditions set forth in this Agreement the following real property containing a house and buildings located in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Public Road leading from Osceola Mills to Philipsburg; thence by same North 44 degrees 30 seconds, 34 ½ perches East to Iron Bolt; thence by lands formerly known as Thomas H. Murray, South 53 degrees 30 minutes East 54 perches to a post on exterior line of body of land of which this piece is a part; thence by lands of John Crane's Estate along said line South 15 degrees West 35 ½ perches to stone corner; thence by same North 53 degrees 30 minutes West 49 1/10th perches to a post at Public Road and place of beginning. CONTAINING 10 143/160 acres.

BEING the same premises that vested in James I. Cowfer, Sr., by two (2) deeds; one dated March 27, 1978 and recorded in Clearfield County Deed Book 757, Page 58, the other dated March 27, 1978 and recorded in Clearfield County Deed Book 757, Page 55.

The above property is known by Tax Map No. 112-P13-27 and is assessed as house, buildings and 9.932 acres.

The above described real property containing a house and buildings having an address of 3642 Walton Street, Osceola Mills, PA 16666 and collectively is hereinafter referred to in this Agreement as "Premises".

2. **PURCHASE PRICE:** The purchase price for the above described Premises shall be One Hundred Seventy-one

Thousand (\$171,000.00) Dollars which shall be paid by Buyers to Seller at closing.

3. **CLOSING:** Closing shall take place within sixty (60) days after the date of this Agreement. At closing, Seller shall execute and deliver a good Special Warranty deed to the Premises subject of this Agreement to Buyers. At closing, Seller shall pay for preparation of the new deed and one-half (1/2) share of the transfer tax. At closing, Buyers shall pay for the recording cost of the deed, one-half (1/2) share of the transfer tax and all other closing costs. Real estate taxes at closing shall be pro-rated between the parties with the County-Township taxes pro-rated on a calendar year basis and the School Taxes pro-rated on a fiscal year basis from July 1st to June 30th. Closing shall take place at any place agreed to between the Parties.

4. **MORTGAGE:** This Agreement is contingent upon Buyers obtaining a mortgage. In the event that Buyers are unable to obtain bank financing for the purchase of the Premises, then and in that event, this Agreement shall be null and void. Buyers shall notify Seller in writing that financing cannot be obtained.

5. **GOOD TITLE:** The conveyance to Buyers at closing shall be of good and marketable title to the Premises

subject of this Agreement, free and clear of all liens, judgments, mortgages, and other clouds on title. The Premises may be subject to normal encumbrances of record.

6. **POSSESSION:** Seller shall remain in possession of the Premises until closing. Buyers shall be entitled to take possession of the Premises at closing.

7. **RISK OF LOSS:** Seller shall assume the risk of loss until closing and if the buildings and structures upon the Premises are partially or completely destroyed before closing, Buyers may declare this Agreement null and void.

8. **PERSONAL PROPERTY:** The following items of personal property shall be included in the sale price of the Premises and shall become the sole property of Buyers at closing with no additional costs, as follows:

- a. Clothes Washer and Dryer
- b. Dishwasher
- c. Refrigerator
- d. Stove

9. **PENNSYLVANIA LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

10. **BREACH:** If either party shall breach the provisions of this Agreement, the other party shall have all remedies at law or in equity.

11. **PRIOR AGREEMENTS:** This Agreement shall supersede any prior written or oral agreements between the Parties hereto on the terms covered under this Agreement.

12. **BINDING EFFECT:** This Agreement shall be binding on the Parties hereto, their heirs, executors, administrators, successors and assigns.

13. **ASSIGNMENT:** The rights and duties of this Agreement may not be assigned without written consent of the other Party hereto.

14. **RECORDING:** The parties agree that this Agreement shall not be recorded of record, unless otherwise mutually agreed to.

15. **DESCRIPTIVE HEADINGS:** The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no effect whatsoever in determining the rights or obligations of the Parties.

16. **LEAD BASED HAZARDS:** Seller in accordance with Residential Lead Based Paint Hazard Reduction Act hereby represents that Seller has no knowledge of any lead based paint or other lead based paint hazards on the premises and Seller has no reports of such hazards on the premises.

Buyers acknowledge having read the following warning:

Every purchaser of any interest in residential real property on which a dwelling was build prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyers with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyers of any known lead-based paint hazard. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have set their hands and seals on the above written date.

WITNESS:

Shelley Podlaski

SELLER:

James I. Cowfer, Jr.
James I. Cowfer, Jr.
Executor of the James
I. Cowfer, Sr. Estate

BUYERS:

Shelley Podlaski

James I. Cowfer, III
James I. Cowfer, III

Melanie J. Cowfer
Melanie J. Cowfer

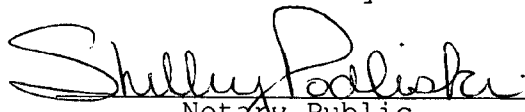
COMMONWEALTH OF PENNSYLVANIA :

§:

COUNTY OF CLEARFIELD :

On this, the 20th day of March, 2008, before me, the undersigned officer, personally appeared **JAMES I. COWFER, JR., Executor of the JAMES I. COWFER, SR. ESTATE**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Shelby Podliski, Notary Public
Houtzdale Boro, Clearfield County
My Commission Expires June 29, 2011
Member, Pennsylvania Association of Notaries

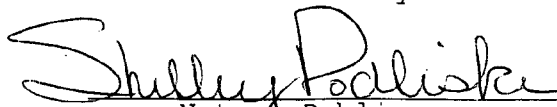
COMMONWEALTH OF PENNSYLVANIA :

§:

COUNTY OF CLEARFIELD :

On this, the 20th day of March, 2008, before me, the undersigned officer, personally appeared **JAMES I. COWFER, III and MELANIE J. COWFER**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Shelby Podliski, Notary Public
Houtzdale Boro, Clearfield County
My Commission Expires June 29, 2011
Member, Pennsylvania Association of Notaries

CIVIL DIVISION LAW

Defendant

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

5 **FILED** 3CC03 Certificate
01/23/2009 to Atty Thompson
MAY 19 2009 (64)
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

JAMES I. COWFER, III, AND
MELANIE J. COWFER, his wife

Plaintiff

vs.

ESTATE OF JAMES I. COWFER, SR.,

Defendant

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No. 08-2287-CD

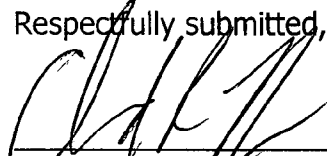
PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly discontinue the above-captioned matter.

DATE: 5-18-09

Respectfully submitted,



David R. Thompson, Esquire
Attorney for Plaintiff

COPY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

James I. Cowfer III
Melanie J. Cowfer

Vs.
Estate of James I. Cowfer, Sr.

No. 2008-02287-CD

CERTIFICATE OF DISCONTINUATION

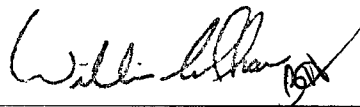
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County
and Commonwealth aforesaid do hereby certify that the above case was on May 19, 2009,
marked:

Discontinued

Record costs in the sum of \$102.00 have been paid in full by David R. Thompson, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at
Clearfield, Clearfield County, Pennsylvania this 19th day of May A.D. 2009.



William A. Shaw, Prothonotary