

SHERIFF TO SERVE
 FILE ONLY

\$ 153.25
AS

COURT OF COMMON PLEAS OF NOTHAMPTON COUNTY
CIVIL DIVISION

Case:

C-48-CV-2026-01369

Carol Wiley
Plaintiff

v.

Robert Brooks and Jennifer Lynne Brooks
Defendants

FILED
FEB 17 12:04
COURT OF COMMON PLEAS
CIVIL DIVISION
NORTHAMPTON COUNTY, PA.

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action WITHIN TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

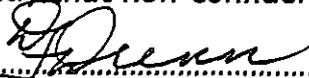
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
Bar Association of NORTHAMPTON County
115 S Ninth Street
Easton PA 18042
610-258-6333

NORTH PENN LEGAL SERVICES
559 Main St., Suite 100
Bethlehem PA 18018
610-317-8757

CERTIFICATION

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

By>  PA ID 10284

By>/s/...David..F..Dunn.... PA ID 10284

COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY
CIVIL DIVISION

Case:

C-48-CV-2026-

01369

Carol Wiley
Plaintiff

v.

Robert Brooks and Jennifer Lynne Brooks
Defendants

COMPLAINT

FILED
2026 FEB 17 P 12:04
COURT OF COMMON PLEAS
CIVIL DIVISION
NORTHAMPTON COUNTY, PA

1. Plaintiff is Carol Wiley whose address is 455 Daniels Road, Nazareth PA 18064.
2. Defendants are Robert Brooks (hereinafter "Robert") and Jennifer Lynne Brooks, (hereinafter the "Second Wife"), whose address for both defendants is 2224 Whitehead Road, Nazareth PA 18064, the ("Whitehead Property").
3. The Second Wife is the putative owner the Whitehead Property, pursuant to deed recorded in the Office of Recorder of Deeds of Northampton County, at Book 2022-1, Starting at 83944.
4. This court has jurisdiction pursuant to the Uniform Voidable Transfers Act, 12 Pa.C.S.A. Sec 5101, et seq. (the "Act").

5. This is a claim to void transfers of assets in violation of the Act, and for other relief.
6. In 2008, Robert and his former spouse also named Jennifer Lynn, (no "E", in her middle name, hereinafter "First Wife") borrowed money from the plaintiff, (hereinafter the "Underlying Debt").
7. Plaintiff re-alleges the last previous paragraph of this pleading by reference. Attached, marked as **EXHIBIT A: The Note**, and made part of this paragraph is a correct copy of the note signed by Robert and First Wife, (hereinafter the "Note") evidencing the Underlying Debt.
8. On Jun 16, 2004, Robert and First Wife became owners of the Whitehead Property as tenants by the entireties, from Minor Subdivision Plan of Michael Wiley, et al, recorded at Plan Book 2004-5, Page 303. ¹
9. Due to unhappy differences, Robert and First Wife were divorced, pursuant to Civil Action No. 2017-1082, filed July 13, 2017, reference to which ore fully appears.
10. Pursuant to the divorce, Robert was awarded ownership of the Whitehead Property, but First Wife never signed a deed relinquishing to Robert her ownership interest in the Whitehead Proerty.
11. Following the divorce, the Underlying Debt remained unpaid.

¹ Exhibit E, *infra*.

12. The plaintiff sued to recover on the Underlying debt in Your Honorable Court, Case No. 48-CV-2018-8005.
 - a. Plaintiff obtained a default judgment against First Wife; and
 - b. Following trial, a verdict against Robert, (hereinafter the "Verdict")) in the amount \$130,386.36
 - c. Attached, marked a **EXHIBIT B: The Verdict**, and made part of this sub-paragraph is a correct copy of the Verdict.

13. Subsequent to the Verdict, and following denial of post-trial motions, but prior to the entry of a judgment, Robert filed an appeal to the Superior Court.

14. Attached, marked as **EXHIBIT C: Superior Court Order**, and made part of this paragraph is a correct copy of a *Per Curiam* order of the Superior Court, among other things, ordering the filing of a judgment.

15. Pursuant to the order of the Superior Court, judgment on the Underlying Debt was entered on January 10, 2022 in the amount \$130,386.36, (hereinafter the "**Judgment**"). A correct copy of notice of entry of the Judgment is attached, marked as **EXHIBIT D: Judgment**, and made part of this paragraph.

16. Attached marked as **EXHIBIT E: Quitclaim Deed**, and made part of his paragraph is a correct copy of a Quitclaim Deed, dated March 4, 2022, recorded March 17, 2022, in the Office of Recorder of Deeds of Northampton County Book, on March 17, 2022, in Book 2022-1, Starting at Page 83944 (hereinafter the "**Quitclaim**")
 - a. While the Quitclaim in its entirety speaks for itself, the deed identifies the grantors as "Robert R. Brooks and Jennifer Lynne Brooks, AKA Jennifer L. Brooks, husband and wife."

- b. While the Quitclaim in its entirety speaks for itself, one of the signers of the deed signs as “Jennifer Lynne Brooks AKA Jennifer L. Brooks,”
- c. The signatures for “Jennifer” on the Note and the Quitclaim do not match.
- d. While the Quitclaim in its entirety speaks for itself, the property interest transferred in the Quitclaim is that in the Whitehead Property.
- e. While the Quitclaim in its entirety speaks for itself, the source in title of the interest conveyed is as follows: “Being the same property conveyed to Grantors by deed recorded 06-16-2004.”

17. On “06-16-2004,” (*sic.*) Defendant Robert R Brooks was married to Jennifer Lynn Brooks, (no “E” in her middle name), the First Wife.

18. At the time of the Quitclaim, Robert had been divorced from First Wife, and had been remarried to Second Wife.

19. Attached, marked as **EXHIBIT F: Transfer Tax Affidavit**, and made part of this paragraph is a correct copy of the Transfer Tax Affidavit relating to the Quitclaim Deed executed and filed on behalf of the defendants , indicating

- a. That the transaction was between spouses, and therefore exempt from Real Estate Transfer Tax.
- b. That the consideration for the transfer was \$10;
- c. That the value of the Whitehead property at the time of transfer was \$413,200.00, based upon the then prevailing Common Level Ratio.

20. Plaintiff further avers as follows:

- a. That EXHIBIT F avers that the Quitclaim was a transaction between husband and wife;
- b. That the signatures for “Jennifer” on the Note and the Quitclaim do not match.
- c. Plaintiff infers and avers that the person signing the Quitclaim as “Jennifer” is Defendant Second Wife.

21. Simultaneously with the execution of the Quitclaim, Second Wife executed a mortgage on the Whitehead Property for a loan of \$330,000.00 in favor of MERS, Inc., as nominee for Churchill Home Mortgage Loans, dated March 4, 2022, and recorded on March 17, 2022, in Book 2022-1, Page 83950, reference to which more fully appears. the next document filed following the Quitclaim, which was filed, beginning at Page 83944.
22. Plaintiff re-alleges the last previous paragraph by reference. The loan proceeds from the loan secured by the MERS mortgage, \$330,000.00, were more than sufficient to pay in full the Underlying Obligation, but the Underlying Obligation remains unpaid.
23. The wording of Quitclaim regarding the identity of "Jennifer" was a subterfuge which obscured the identity of the female grantor.
 - a. Prior to the date of the Quitclaim, Robert had become married his Second Wife.
 - b. The camouflage gave the possible, and false impression that the female grantor was First Wife.
 - c. The Transfer Tax Affidavit eliminated uncertainty by declaring that the Quitclaim was a transfer between spouses, (Robert and Second Wife) and therefore, exempt from the Real estate Transfer Tax.
24. The transfer by the Quitclaim was to an insider, namely Second Wife.
25. Following the transfer by the Quitclaim, the transferor, Robert, has continued in possession of the Whitehead Property as his primary residence.
26. The transfer was made with virtual immediacy following on the entry of the Judgment, to wit:
 - a. The Judgment was entered January 10, 2022;

b. The Quitclaim was dated March 4, 2022, and recorded Marh 17, 2022.

27. While EXHIBIT F in its entirety speaks for itself, the consideration paid to Robert for the transfer of the Whitehead Property is disclosed as \$10.00.

28. While EXHIBIT F as an entirety speaks for itself, it states that the fair market value of the Whitehead Property at the time of the Quitclaim was \$413,200.00.

29. While EXHIBIT F as an entirety speaks for itself, by simple subtraction it is clear that the transfer of the Whitehead Property by the Quitclaim was for less than reasonably equivalent value.

30. From these facts of record, plaintiff infers and avers that the transfer of the Whitehead Property by means of the Quitclaim was done to the intent to hinder and delay the plaintiff in her efforts to recover on the Underlying Debt.

31. From the fact of record, and additionally

- a. From the availability of the loan proceeds of the mortgage loan of March 4, 2022, with mortgage recoded March 17 2022;
- b. With no payment therefrom to plaintiff,
- c. Plaintiff infers and avers that the transfer of the Whitehead property by means of the Quitclaim was done with the intent to defraud the plaintiff in her efforts to recover on the Underlying Debt.

COUNT ONE: AGAINST BOTH DEFENDANTS (Intent to Hinder or Delay)

32. Plaintiff re-alleges all previous paragraphs of this pleading by reference, and claims relief against both defendants, joint and severally, as applicable, for declaratory relief voiding the transfer of the Whitehead Property made by the Quitclaim to the extent necessary to satisfy the claim of the plaintiff, based on their intent to hinder or delay the plaintiff in enforcement of the Judgment.
33. From the totality of the facts of record, the plaintiff infers and avers as fact that the transfer of the Whitehead Property by means of the Quitclaim was made with the intent to hinder and delay the plaintiff in the enforcement of the Judgment.
34. Plaintiff re-alleges the last previous paragraph by reference. The plaintiff infers that the transfer of the Whitehead Property by the Quitclaim is voidable to the extent necessary to satisfy the claim of the plaintiff.
35. As a direct result of said voidable transfer, the plaintiff has been hindered in recovery of her valid, fully liquidated claim, resulting in a financial loss, principal and interest accrued to February 17, 2026, in the amount \$162,536.67, plus interest at the judgment rate of \$21.43 for each day thereafter.
36. Plaintiff demands Declaratory relief voiding the transfer of the Whitehead Property by means of the Quitclaim to the extent necessary to satisfy the claim of the plaintiff.

WHEREFORE, plaintiff claims relief and demands judgment against the defendants, jointly and severally by means of a declaratory judgment voiding the transfer of the interest in the Whitehead Property by means of the Quitclaim to the extent necessary to satisfy the claim of the plaintiff.

COUNT TWO: AGAINST BOTH DEFENDANTS (Intent to Defraud)

37. Plaintiff realleges paragraphs 1 through 31 of this pleading by reference and claims relief against both defendants, jointly and severally, as applicable, for declaratory relief, voiding the transfer of the Whitehead Property made by the Quitclaim to the extent necessary to satisfy the claim of the plaintiff, based on their intent to defraud the plaintiff in collecting the Underlying Debt.
38. The loan proceeds from the loan secured by the MERS mortgage were more than sufficient to pay in full the Underlying Obligation, but the Underlying Obligation remains unpaid.
39. Defendants, by entering into a loan secured by the mortgage dated March 4, 2000 and recorded March 17, 2022, simultaneously with the transfer of the Whitehead property by the Quitclaim, did the following:
- a. They incurred further debt, diluting solvency, or exacerbating insolvency;
 - b. They made no payment to plaintiff from any loan proceeds of said mortgage loan;
 - c. Thereby they evinced an intent to defraud the plaintiff from recovery on the Underlying Debt.
40. Plaintiff demands declaratory relief, to wit; an order that voids the Quitclaim to the extent necessary to satisfy her claim.

WHEREFORE, the plaintiff claims relief and requests judgment in her favor and against the defendants in the form of an order voiding the transfer made by the Quitclaim, to the extent necessary to satisfy her claim, plus costs and such other relief as is just.

COUNT THREE: AGAINST ROBERT R. BROOKS

41. Plaintiff re-alleges Paragraphs 1 through 31 of this pleading by reference and claims relief against Robert R. Brooks, for damages caused by his intentional action to hinder, delay or defraud he plaintiff.
42. As a direct result of the transfer of the Whitehead Property made by the Quitclaim, plaintiff has been hindered and delayed in collection and enforcement of the Judgment, an economic loss principal and interest accrued to February 17, 2026, in the amount \$162,536.67, plus interest at the judgment rate of \$21.43 for each day thereafter.
43. Based on the undisputed facts of record, plaintiff infers and avers as a fact that Robert, by the Quitclaim made a transfer of an asset with the intent to hider or delay the plaintiff from enforcement of the Judgment and from collection on the Underlying Obligation.
44. Based in the mortgaged dated and recorded simultaneously with the Quitclaim, and the loan proceeds thereof of \$330,000.00, with no payment to plaintiff, plaintiff infers and avers that defendants, and each of them, intended to defraud the plaintiff from recovery on the Underlying Debt.

45. As a direct result of the foregoing, the plaintiff has suffered an economic loss, principal and interest accrued to February 17, 2026, in the amount \$162,536.67, plus interest at the judgment rate of \$21.43 for each day thereafter.

WHEREFORE, plaintiff claims relief, and demands judgment in her favor and against Robert R. Brooks, damages for principal and accumulated interest on the Judgment for the Underlying Debt, in the amount \$162,536.67, plus interest at the judgment rate of \$21.43 for each day following February 17, 2026.

COUNT FOUR: AGAINST JENNIFER LYNNE BROOKS (SECOND WIFE)

46. Plaintiff re-alleges Paragraphs 1 through 31 of this pleading by reference, and claims relief against Jennifer Lynne Brooks for aiding and abetting the fraudulent misconduct of Robert R. Brooks in the execution and recording of the Quitclaim, and by simultaneously using the Quitclaim to incur additional debt totally without regard to the claim of the plaintiff, and with no payment to the plaintiff, relief being claimed here as contemplated pursuant to Marion v Bryn Mawr Trust Co, 286 A. 3rd 86 (Pa. 2023).

47. Second Wife knew as of March 4, 2022, that there had been no deed whereby First Wife had signed over to Robert her ownership interest in the Whitehead Property.

48. Plaintiff re-alleges paragraph 47 of this pleading by reference. Second Wife signed the Quitclaim, thereby assisting Robert in hindering and delaying the plaintiff from enforcement of the Judgment.

49. Second Wife signed the Quitclaim, thereby actively participating Robert's action to defraud the plaintiff from recovery on the Underling Debt.

50. On the same day as the recording of the Quitclaim, Second Wife granted a mortgage on the Whitehead Property to secure a loan, without regard to the rights of the plaintiff, and with no payment of any loan proceeds to the plaintiff.

51. As a direct result, plaintiff has suffered an economic loss, damages for principal and accumulated interest in the amount \$162,536.67, plus interest at the judgment rate of \$21.43 for each day following February 17, 2026.

WHEREFORE, plaintiff claims relief and demands judgment in her favor and against Jennifer Lynne Brooks, the Second Wife, damages in the amount principal and accumulated interest on the Judgment for the Underlying Debt in the amount \$162,536.67, plus interest at the judgment rate of \$21.43 for each day following February 17, 2026.

COUNT FIVE: PUNITIVE DAMAGES (BOTH DEFENDANTS)

52. Plaintiff re-alleges paragraphs 1 through 31 of this pleading by reference and claims relief, pursuant to 12 Pa.C.S.A. Sec 5107, against both defendants, jointly and severally as applicable, for punitive damages, as contemplated pursuant to Klein v Weidner, 729 F. 3rd 280 (3rd Cir 2013).

53. The defendants engaged in a deliberate subterfuge, intended to give the false impression that the Quitclaim was a legitimate transfer from First Wife of her former marital interest in the Whitehead Property, hereinafter the "Subterfuge."

54. On the same day as the recording of the Quitclaim, defendants granted or caused to be granted a mortgage on the Whitehead Property to secure an obligation of \$330,000.00, with no regard for the rights of the plaintiff, hereinafter the "Phony Loan."
55. The plaintiff was not paid anything from any proceeds of the Phony Loan.
56. The concatenation of nefarious circumstances, to wit: (i) the Subterfuge; (ii) the Phony Loan; and (iii) No payment to the plaintiff, clearly imply, and lead to the inevitable and unescapable inference that the defendants throughout had a dishonest mindset.
57. Plaintiff re-alleges the last previous paragraph of this pleading by reference. The defendants intended all along to cheat the plaintiff in order to get some money on the sneak by means of the Subterfuge and the Phony Loan.
58. The crooked actions of the defendants herein have been malicious.
59. The skullduggery of the defendants herein has been outrageous.
60. The shenanigans of the defendants herein shock the conscience.
61. As a direct result of this accumulated, malicious caper: (i) The Quitclaim itself; (ii) The Subterfuge; (iii) The Phony Loan and the failure to pay therefrom; (iv) All on top of the years-long and dishonest evasion of the Underlying Debt; plaintiff has suffered not only the emotional stress, but also separate and discernible financial loss, particularly the ongoing expenditures for

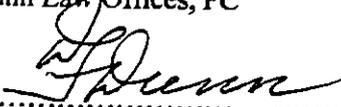
legal fees, in her efforts to enforce the Judgment and to recover on the Underlying Debt, in the present case not less than \$5,000.00 to date, plus an estimate of not less than an additional \$20,000.00.

62. Plaintiff demands punitive damages to be determined by Your Honorable Court.

WHEREFORE, plaintiff claims relief, and demands judgment for punitive damages against the defendants, jointly and severally, as applicable, for punitive damages to be determined by Your Honorable Court, and such other further relief as is just.

Respectfully submitted:

David Dunn Law Offices, PC

By>  PA ID 10284

By>...../s/...**David...F..Dunn....** PA ID 10284

401 Brookfield Circle; Macungie PA 18062

Tel.: 484-649-6932; E-Mail: ddun@uigzone.com; dunncourtpapers@uigzone.com

EXHIBIT A: The Note

A293-10
R293-04
BB2-40

PROMISSORY NOTE

\$ 55,500.00

Dated: June 12, 2008

(year)

Principal Amount

State of Pennsylvania

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of

Carol A. Wiley

Fifty Five Thousand Five Hundred Dollars

, the sum of

Dollars (\$ 55,500.00

), together with interest thereon at the rate of 5% per annum on the unpaid balance. Said sum shall be paid in the manner following:

\$630.19 To Begin July 1st, 2008 (Amortization Table Has Been Provided) 120 Monthly Payments of

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within Ninety (90) days of its due date. * Other Arrangements Such As Interest Only, Option Of Guarantor, With Written Request By Borrower in the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of (Ten) 10% of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

Signed in the presence of

Lois A. Lacey
Witness

Lois A. Lacey
Witness

[Signature]
Borrower

[Signature]
Borrower

GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Lois A. Lacey
Witness

Carol A. Wiley
Guarantor

Witness

Guarantor

Commonwealth of PA
County of Northampton

Sworn and subscribed before me

this 12 day of July 2008

© E-Z Legal Forms. Before you use this form, read the fill in blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. E-Z Legal Forms and the retailer make no representation or warranty, express or implied, with respect to the merchantability of this form for COMMERCIAL PURPOSES.

Lois A. Lacey
Notary

NOTARY PUBLIC OF PENNSYLVANIA
Notary Seal
Lois A. Lacey, Notary Public
South Whitehall Twp., Lehigh County
My Commission Expires Apr. 23, 2010
Member Pennsylvania Association of Notaries



EXHIBIT B: The Verdict

IN THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY
CIVIL DIVISION

CAROL A. WILEY,

Plaintiff

NO. C-48-CV-2018-8005

v.

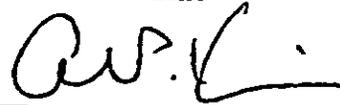
JENNIFER L. BROOKS and
ROBERT R. BROOKS,

Defendants

ORDER OF COURT

AND NOW, this 11th day of September, 2020, it is hereby ORDERED and
DECREED that Plaintiff, Carol A. Wiley, is entitled to a verdict in against Defendant, Robert R.
Brooks, in the amount of \$130,386.36.

BY THE COURT:



ABRAHAM P. KASSIS, J.

2020 SEP 11 P 2:28
COURT OF COMMON PLEAS
CIVIL DIVISION
NORTHAMPTON COUNTY, PA.

FILED

EXHIBIT C: Superior Court Order

CAROL A. WILEY

IN THE SUPERIOR COURT OF
PENNSYLVANIA

v.

JENNIFER L. BROOKS AND ROBERT
R. BROOKS

No. 1879 EDA 2020

APPEAL OF: ROBERT R. BROOKS

Appeal from the Order Entered September 23, 2020
In the Court of Common Pleas of Northampton County
Civil Division at No. C-48-CV-2018-08005

ORDER

AND NOW, this 11TH day of August, 2021, Appellant having appealed improperly from the order denying post-trial motions rather than from the entry of judgment, *see Fanning v. Davne*, 795 A.2d 388 (Pa. Super. 2002) (an appeal properly lies from judgment entered following the trial court's disposition of post-trial motions);

AND this Court on order November 12, 2020, having issued a Rule to Show Cause directing Appellant to "praecipe the trial court Prothonotary to enter judgment on the decision of the trial court," after which Appellant on November 19, 2020 praeciped for entry of judgment;

AND as of this date, no judgment has been entered on the trial court docket;

IT IS **ORDERED** that the Prothonotary of the Court of Common Pleas of Northampton County shall enter judgment in accordance with Appellant's praecipe. *See Pa.R.C.P. 227.4(2)* (the prothonotary shall enter judgment on praecipe of a party when the court itself does not enter judgment).

PER CURIAM

EXHIBIT D: Judgment

COPY

COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY
COMMONWEALTH OF PENNSYLVANIA
CIVIL DIVISION

CAROL A. WILEY

Plaintiff

No. C-48-CV-2018-8005

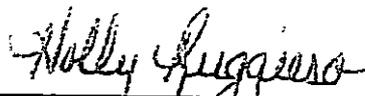
v.

JENNIFER L. BROOKS and
ROBERT R. BROOKS

Defendants

(X) Notice is hereby given that a judgment in the above-captioned matter has been entered against you in the amount of \$130,386.36 on or about January 10, 2022.

(X) A copy of all documents filed with the Prothonotary in support of the within judgment is/are enclosed.



Prothonotary/Clerk, Civil Division

by: _____

If you have any questions regarding this Notice, please contact the filing party:

NAME: Scott R. Steirer, Esquire

ADDRESS: 124 Belvidere Street

Nazareth, PA 18064

TELEPHONE NO.: (610)759-1420

(This notice is given in accordance with Pa.R.C.P. 236.)

EXHIBIT E: Quitclaim Deed

Return To &
Mail Tax Statements To:
Jennifer Lynne Brooks
2224 Whitehead Rd.
Nazareth, PA 18064

Property Tax ID#: J6 7 7A-1 0520
File #: C1SL-HR774PA

QUIT CLAIM DEED

Made this 4th day of MARCH, 2022, by and between Robert R. Brooks and Jennifer Lynne Brooks AKA Jennifer L. Brooks, husband and wife, of 2224 Whitehead Rd, Nazareth, PA 18064, as Grantors, and Jennifer Lynne Brooks, married, of 2224 Whitehead Rd, Nazareth, PA 18064, as Grantees.

Witnesseth, that said Grantors for in consideration of the sum of ten and 00/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid by Grantees the receipt whereof is hereby acknowledged, do hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in Northampton County, Pennsylvania, to-wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

Property Address: 2224 Whitehead Rd, Nazareth, PA 18064

To have and to hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantors, either in law or in equity, to the only proper use, benefit and behalf of the said Grantees forever

Being the same property conveyed to Grantors by deed recorded 06-16-2004 in Instrument: 2004038145, in Northampton County records.

WITNESS WHEREOF. Grantors have hereunto set their hands and seals the day and year first written above.

[Signature]
Robert R. Brooks

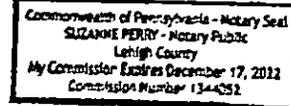
[Signature] AKA [Signature]
Jennifer Lynne Brooks AKA Jennifer L. Brooks

STATE OF Pennsylvania
COUNTY OF NORTHAMPTON

On this 4th day of MARCH, 2022, before me Suzanne Perry, the undersigned officer, personally appeared between Robert R. Brooks and Jennifer Lynne Brooks AKA Jennifer L. Brooks who are known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and who have acknowledged and executed the same for the purposes therein contained.

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

[Signature]
Notary Public
My commission expires 12/17/2022



Certificate of Residence

I, Dorene Sprott, do hereby certify that the correct address of the within-named Grantee is 2224 Whitehead Rd, Nazareth, PA 18064.

Witness my hand this 4th day of March, 2022.

[Signature]
Agent of Grantee
Dorene Sprott - Post Close

<p>I, certify that the Tax Bill Address Is: Robert R. Brooks and Jennifer Lynne Brooks 2224 Whitehead Rd Nazareth, PA 18064 - <u>8900</u></p> <p>Witness my hand this <u>04</u> day of <u>March</u> 2022</p> <p><u>[Signature]</u> Agent of Grantee</p>	<p>I hereby certify that the Owner Mailing Address Is: Robert R. Brooks and Jennifer Lynne Brooks 2224 Whitehead Rd Nazareth, PA 18064 - <u>8900</u></p> <p>Witness my hand this <u>04</u> day of <u>March</u>, 2022</p> <p><u>[Signature]</u> Agent of Grantee</p>
---	---

No title search was performed on the subject property by the preparer. The preparer of this deed makes no representation as to the status of the title, nor property use or any zoning regulations concerning described property

EXHIBIT "A"

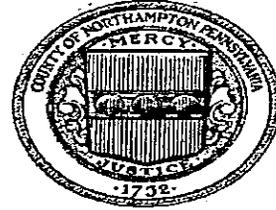
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY/TOWNSHIP OF NAZARETH, COUNTY OF NORTHAMPTON, STATE OF PENNSYLVANIA, AND IS DESCRIBED AS FOLLOWS:

All That Certain lot, piece or parcel of land situate in the Township of Moore, County of Northampton and State of Pennsylvania, being known as Lot No. 4, as shown on Final Minor Subdivision and Lot Line Adjustment Survey Plan for Michael Wiley and Charles & Patrice Markulics, being recorded in Northampton County Plot Book 2004 5, page 303.

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 829-6210

Andrea F. Suter - Recorder
Dorothy J. Edelman - Lead Deputy
Barbara L. Maneri - Deputy



AFFIDAVIT FILED

Book - 2022-1 Starting Page - 83944
*Total Pages - 6

Instrument Number - 2022009676
Recorded On 3/17/2022 At 10:10:55 AM

NCGIS Registry UPI Certification
On March 16, 2022 By HW

- * Instrument Type - DEED
- Invoice Number - 1026266
- * Grantor - BROOKS, ROBERT R
- * Grantee - BROOKS, JENNIFER LYNNE
- User - JMKE
- * Customer - CHURCHILL TITLE SOLUTIONS

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
RECORDING FEES	\$15.00
AFFORDABLE HOUSING	\$14.02
AFFORDABLE HOUSING - ADMIN FEE	\$2.48
COUNTY RECORDS IMPROVEMENT FEE	\$2.00
DEEDS RECORDS IMPROVEMENT FEE	\$3.00
UPI CERTIFICATION FEE	\$10.00
TOTAL PAID	\$87.25

*RECORDED BY:

CHURCHILL TITLE SOLUTIONS
4501 CHARLOTTE PARK DR
CHARLOTTE, NC 28217-1979

I hereby CERTIFY that this document is recorded in the Recorder's Office Of Northampton County, Pennsylvania



Andrea F. Suter

Andrea F. Suter
Recorder of Deeds

THIS IS A CERTIFICATION PAGE
Do Not Detach
THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

Book: 2022-1 Page: 83944



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

EXHIBIT F: Transfer Tax Affidavit



REV-183
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

1830019105

**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

RECORDER'S USE ONLY

State Tax Paid: \$ 0.00
Book: _____ Page: _____
Instrument Number: _____
Date Recorded: _____

SECTION I TRANSFER DATA

Date of Acceptance of Document
03/04/2022

Grantor(s)/Lessor(s)	Telephone Number (610) 704-4313	Grantee(s)/Lessee(s)	Telephone Number (610) 704-4313
Mailing Address 2224 Whitehead Road		Mailing Address 2224 Whitehead Road	
City Nazareth	State CA	ZIP Code 18064	City Nazareth
	State CA	ZIP Code 18064	

SECTION II REAL ESTATE LOCATION

Street Address
2224 Whitehead Road

City, Township, Borough
Nazareth

County Northampton	School District 48480	Tax Parcel Number J6 7 7A-1 0520
-----------------------	--------------------------	-------------------------------------

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration 0.00	2. Other Consideration + 0.00	3. Total Consideration = 0.00
4. County Assessed Value 103,300.00	5. Common Level Ratio Factor x 4	6. Computed Value = 413,200.00

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 0.00	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
--	--	--

2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or intestate succession. (Name of Decedent) _____ (Estate File Number) _____
 - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
 - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
 - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
 - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
 - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
 - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)
transfer between husband and wife.

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name
Ana Valentina Gomez

Mailing Address
4501 Charlotte Park Drive, Suite 120A

City
Charlotte

Telephone Number
(888) 910-1960

State
NC

ZIP Code
28217

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party
Ana V Gomez

Date

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

CERTIFICATION

The undersigned certifies pursuant to 18 PaCSA Sec 4904 as follows:

- (1) That the undersigned is authorized to sign this certification on behalf of the defendant;
- (2) That the undersigned has read and reviewed the within pleading;
- (3) That the averments of the within pleading are true and correct to the best of the knowledge and belief of the undersigned.

Signed Carol Wiley

Date 2/16/2026

**Supreme Court of Pennsylvania
 Court of Common Pleas
 Civil Cover Sheet
 NORRHAMPTON^N County**

<i>For Prothonary Use Only</i>
Docket No. G-48-CV-2026-01309 LED

The information collected on this form is used for administrative purposes only. This form does not supplement or replace the filing and service of pleadings or other papers required to be filed by law or by rules of court. FEB 12 2004

S
E
C
T
I
O
N
A

Commencement of action
 Complaint Writ of Summons Petition
 Transfer from Another Jurisdiction Declaration of Taking

COURT OF COMMON PLEAS
CIVIL DIVISION
NORRHAMPTON COUNTY, PA.

T
I
O
N
A

Lead Plaintiff's Name: **CAROL WILEY** Lead Defendant's Name: **ROBERT R BROOKS**

O
N
A

Are Money Damages Requested? Yes No Dollar Amount Requested within arbitration limits
 \$ 163,000.00 outside arbitration limits

A

Is this a class action suit Yes No Is this an MDJ Appeal? No

Name of Plaintiff's/Appellant's Attorney: **David F Dunn** ID 10284
 Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Place an "X" to the left of the ONE case category that most accurately describes your
Nature of the Case **PRIMARY CASE** If your are making more than one type of claim, check the one that
 your consider most important.

S E C T I O N B	TORT (do not include Mass Tort) <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability (does not include mass tort) <input type="checkbox"/> Slander/Libel/Defamation <input checked="" type="checkbox"/> Other	CONTRACT (Do not include judgments) <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other <input type="checkbox"/> Employment Dispute Discrimination <input type="checkbox"/> Employment Dispute: Other <input type="checkbox"/> Other	CIVIL APPEALS <i>Administrative agencies</i> <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal Other: <input type="checkbox"/> Zoning Board <input type="checkbox"/> Other:
	VOIDABLE TRANSFER OF ASSETS <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other	REAL PROPERTY <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/ Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure Residential <input type="checkbox"/> Mortgage Foreclosure Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other:	MISCELLANEOUS <input type="checkbox"/> Common Law/Statutory Arbitration <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input type="checkbox"/> Other

Professional Liability
 Dental
 Legal
 Medical
 Other Professional