

BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL,	:	
	:	
Petitioner	:	
	:	
v.	:	No. 10 DB 2023
	:	
DUSTIN WILLIAM COLE,	:	Attorney Registration No. 308109
	:	
Respondent	:	(Mercer County)

**RESPONDENT'S ANSWER TO PETITION FOR DISCIPLINE WITH
REQUEST FOR HEARING ON MITIGATION**

Respondent, Dustin William Cole, Esquire, by and through his attorneys, Lewis and Ristvey, P.C., files the following Answer and Response to the Petition for Discipline and sets forth as follows:

ANSWER

- 1-3. Admitted.
4. Admitted upon information and belief.
5. Admitted upon information and belief.
6. Admitted in part and denied in part. It is admitted Robert W. Murphy (hereinafter "**Murphy**") was referred by another attorney to Dustin W. Cole (hereinafter "**Cole**") with respect to an anticipated Sheriff's Sale on Murphy's marital residence and as such, Cole spoke with Murphy by phone. Cole denies this discussion to be considered a legal consultation.
7. Admitted in part and denied in part. Murphy told Cole that he believed that he and his former wife owned the property and he thought there was a provision in the divorce settlement that she was to sign a deed to the marital property conveying her interests to Murphy but he was not sure, and further he was unsure of what to do with respect to the impending Sheriff's Sale. Murphy was unsure whether his divorce settlement agreement required his ex-wife to convey her interest in the property to him and he was unsure if she had signed any such deed conveying the property solely to him.

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The Disciplinary Board of the
Supreme Court of Pennsylvania

8. Admitted in part and denied in part.

(a) Cole specifically advised Murphy that the foreclosure and Sheriff's Sale matters was an area of the law that he did not practice in, he was unsure what he could do given the timing of the impending Sheriff's Sale and directed Murphy to seek other legal counsel regarding the same.

(b) As Murphy had been referred to Cole by another attorney, as a courtesy, Cole told Murphy that he would call Murphy's ex-wife's divorce attorney to inquire as to the status of the divorce settlement and the deed of his ex-wife if one was to be provided in the context of the marital settlement agreement. Cole made it clear to Murphy that he was not doing this as his attorney and not as part of any attorney-client relationship but simply as a courtesy. Cole did speak with Robert T. Barletta, Esquire, who was Kristen Murphy's (hereinafter "**Kristen**") divorce attorney. Barletta verified that Murphy and Kristen's divorce settlement provided she was to convey her interest in the property over to Murphy upon Murphy having the mortgage satisfied or refinanced. Barletta advised Cole that if the house was up for Sheriff's Sale, Barletta's position was that Murphy was in violation of the divorce settlement agreement. Attorney Barletta advised that if a mortgage satisfaction was provided or the mortgage was refinanced, that his client would execute such a deed. Cole then contacted Murphy to let Murphy know what Attorney Barletta related to him along with reemphasizing that he was not representing him in this matter nor was he representing him with respect to the mortgage foreclosure and the Sheriff's Sale, explaining this was not an area he practiced in and advising him to seek other counsel.

9. Admitted. Cole further notes that he did not represent Mr. Murphy with regard to the foreclosure action or Sheriff's Sale.

10. Admitted in part and denied in part. Cole admits he did not provide Murphy with anything in writing setting forth the basis of the rate of fees as Cole was not representing Murphy in any capacity as set forth above. In fact, Cole told Murphy on at least two occasions he was not representing Murphy with respect to the foreclosure and Sheriff's Sale. Cole denies that he had commenced representing Murphy and denies any implication or allegation by his failure to provide a writing regarding representation that Cole was representing Murphy as Cole expressly declined to represent Murphy.

11. Admitted in part and denied in part. While Cole did contact Attorney Barletta, he did so not on behalf of Murphy as an attorney for client, but rather, as a courtesy. The phone call was to inquire about the terms of the parties' divorce settlement with Cole learning from Attorney Barletta that the existence of a foreclosure action and pending Sheriff's Sale was considered by Attorney Barletta to be a breach of the parties' divorce settlement by Kristen with respect to her obligation to convey her interest to the marital property to Murphy as set forth above.

12. Denied to the extent that Cole does not recall contacting Attorney William J. Manolis on December 31, 2020 as Cole believes he first had any contact with counsel for the Bank in the foreclosure action was on January 8, 2021 as will be set forth below.

13. Denied to the extent that Cole does not believe or recall speaking with Attorney Manolis on or about December 31, 2020, but rather, spoke with Attorney Frank Verterano on January 8, 2021 as will be set forth below.

14. Denied. To the contrary, Cole did not contact Murphy to advise him of anything with respect to the foreclosure action, but rather Murphy called Cole on January 8, 2021 to inquire about getting the marital property taken off the Sheriff's Sale list which Sheriff's Sale was scheduled for Monday, January 11, 2021. Cole again advised Murphy that the foreclosure area was not an area of the law that he practiced in, and given the sale was scheduled for Monday, Cole was uncertain what he could do as Cole advised Murphy he was not representing Murphy, he did not want to represent Murphy, and advised Murphy to contact other counsel.

(a) Admitted in part. Cole admits he told Murphy he could not do anything for him regarding his foreclosure action as he was not representing Murphy in his foreclosure action and it was not an area of law that he practiced. Cole denies any implication that Respondent had been or was providing legal services to Murphy regarding his foreclosure action up to this point. By way of further answer Murphy told Cole that the Bank would likely not be willing to work with him because his ex-wife's cousin is a Bank manager and asked if Cole could make a call to learn the status of the Sheriff's Sale and if anything could be done. Again, as Murphy had been referred to Cole by another attorney, Cole advised Murphy that as a courtesy, he would call the Bank's attorney to see if the Bank was proceeding with the Sheriff's Sale on Monday, January 11, 2021 and if the Bank's counsel would work with Murphy in this matter

(b) Denied. Cole specifically denies he offered to loan Murphy money. To the contrary, Murphy then advised Cole that the payoff was only \$14,000.00 and Murphy before asked Cole to loan the money to him to pay off the mortgage along with some additional money so he had some general spending money as he was anticipating selling his deceased mother's home in New Castle and would use the intended proceeds from that sale to pay back Cole. Cole told Murphy that he would want to look into this to see if it was possible and again reminded Murphy that he was not representing Murphy at any point in this matter as an attorney but if the matter moved forward Cole would simply be an investor. Cole advised Murphy he did not intend to get involved in loaning him money to pay off the mortgage.

Cole called the Bank's counsel on or about January 8, 2021 and spoke with Attorney Frank Verterano. Attorney Verterano advised Cole that the Bank was not going to proceed with the Sheriff's Sale on Monday because the Bank had a concern with respect to notice or service. Attorney Verterano stated that he would look to relist the Sheriff's Sale on the next available date in Mercer County and Attorney Verterano inquired whether Cole would accept service because they had been unable to serve Murphy at the home which was the basis of Attorney Verterano's concern with respect to service. Cole specifically advised Attorney Verterano that he could not accept service as Murphy was not his client and that he was making a call on Murphy's behalf as a courtesy.

Attorney Verterano told Cole that the Bank would attempt to serve Murphy and relist the home for the next Sheriff's Sale in Mercer County.

Cole thereafter called and spoke with Murphy advising him that the Sheriff's Sale was off because of a notice issue that it would be rescheduled in March if the Bank could obtain service. Cole advised Murphy there was nothing further he could do for him beyond the courtesy call to the Bank's counsel.

(c) Denied. Cole had previously talked to Attorney Barletta in late December but Cole denies again speaking with Attorney Barletta in the beginning of January. Cole incorporates by reference his answer from **Paragraph 8 (b)**.

(d) Admitted in part and denied in part. Cole incorporates by reference his answer in **Paragraph 14 (b) – (c)**.

15. Denied. Cole specifically told Murphy that foreclosure was not an area of the law that he practiced on numerous occasions, Cole advised Murphy to seek other counsel to look at his options. Cole did not enter an appearance on behalf of Murphy in the foreclosure proceedings, denied the request to accept service of any filings on behalf of Murphy and other than a courtesy phone call to Attorney Verterano, took no action to represent Murphy with respect to the foreclosure action. By way of further answer, the contention or allegation regarding bankruptcy is speculation and conjecture, particularly given the equity in which Murphy and Kristen had in the property, the joint ownership of the property, and the mortgagee's right to relief from the automatic stay at bankruptcy being filed, which filing would have required Murphy's ex-wife to join.

16. Denied. Cole denies Murphy called and left message. Cole would not be aware if Murphy called and did not leave a message. Cole denies he offered to loan money to Murphy. To the contrary, Murphy asked Cole to loan him money with regard the mortgage foreclosure.

17. Denied.

(a) To the contrary, after Cole was noncommittal to Murphy's offer to loan him the money, on or about February 22, 2021, Murphy either called or stopped into Cole's office and again inquired as to whether Cole would loan him the money to satisfy the mortgage. Murphy told Cole that the sale of his mother's house was going slower than expected and offered to Cole that if Cole agreed to loan Murphy the money to pay off the mortgage that Murphy would make it beneficial to Cole by paying to Cole twice the amount of the mortgage judgment. Murphy stated he did not care what that amount was as the house was the house of his dreams and Murphy was making this offer to Cole so that he could keep his former marital residence. At the time, Cole was unaware of the date of the Sheriff's Sale.

(b) Cole emphasized again for Murphy that he was not acting as his attorney, that he should consult with another attorney before entering into such a deal and that a minimum, Cole would need a waiver letter with respect to conflicts and that Cole had not and was not acting as his attorney, a promissory note, a mortgage and possibly other documents if Cole was going to do this business transaction. Cole also inquired of Murphy if there was insurance on the home and when Murphy advised that there was not, Cole told him that he would have to get insurance and add Cole as an additional insured. Murphy

did not accept Cole's terms but stated he would be back in touch with Cole regarding Murphy's loan offer to Cole and Cole's terms for the transaction to move ahead.

18. Admitted in part and denied in part. It is denied that Cole had offered to loan Murphy any money and denies was making any arrangements for such a loan. Cole had not heard from Murphy following their discussions as detailed in **Paragraph 17** herein and Cole had no contact with Murphy until the morning on March 5, 2021 when Murphy arrived at Cole's office to advise the Sheriff's Sale was Monday, March 8, 2021 and to follow up on his loan offer to Cole and sign whatever documents were needed. Cole advised that Murphy had been out of touch in the last couple of weeks and Cole emphasized there may not be enough time to get everything in order. Murphy reemphasized to Cole that he was willing to pay back twice the amount if Cole could make the transaction happen by providing the payoff amount for the mortgage so that the house would not go up for Sheriff's Sale. Cole advised he would finalize all the documents and Murphy was to come back in about an hour.

19. Denied. Cole specifically advised Murphy that he should seek the advice of independent legal counsel on multiple occasions and confirmed the same by way of correspondence dated March 5, 2021, a copy of which is attached hereto as **Exhibit A**.

20. Cole contacted Attorney Verterano who advised Cole that the mortgage payoff amount of \$18,427.36 and that if payment was received by 5:00 p.m. that the Bank would remove Murphy's property from the Sheriff's Sale list for Monday, March 8, 2021. Cole prepared drafts of the waiver letter of March 5, 2021 (attached hereto as **Exhibit A**), Promissory Note and Mortgage as well as a Deed in Lieu of Foreclosure to be held in escrow. As noted above, Murphy returned to Cole's office, Cole explained to Murphy the draft documents that were needed to complete the transaction, provided drafts of the documents for Murphy's review which Murphy reviewed in Cole's office, and Cole explained to Murphy that he needed to get the money and would meet him in New Castle near Attorney Verterano's office around 4:30 p.m. to sign the documents which were to be put in final form after Murphy's review. As Cole needed to work on obtaining the funds, Murphy left the office and the parties agreed to again meet near Attorney Verano's office to sign the documents and get the payoff amount to Attorney Verterano. Murphy had no changes to the drafts provided to him and due to time issues for Cole to place the same in final form and for Cole to get the loan proceeds, Cole planned to place the documents in final form for signature later that day. Cole did not have available funds for the payoff amount from his bank, but Cole was able to obtain the funds from Jenny Laslow (hereinafter "**Laslow**"), with whom Cole shared office space, and she loaned the money to Cole for Cole to pay off the Murphy mortgage as Laslow also did not want Murphy to lose his house. The payoff check was from Laslow's account. The March 5, 2021 waiver letter (**Exhibit A**) was Cole's efforts to comply with the Pennsylvania Rules of Professional Conduct.

21. Admitted, except it was Cole's recollection that Attorney Verterano informed Cole of the payoff amount.

22. Admitted in part and denied in part. It is admitted that the original mortgage of record at number 2003-013621 reflects the mortgage amount of \$115,000.00 but after reasonable investigation, Cole is without knowledge or information sufficient to form a belief as to what Murphy and/or his wife had paid on the original mortgage, and thus denies the same.

23. Admitted, although Cole is not sure if it was a former Aldi's grocery store parking lot. Cole notes that Murphy reviewed all the documents that Cole brought with him with the payoff check and the documents which were the same Murphy had reviewed earlier that day and had the opportunity to review the same again in the parking lot.

24. Denied. Cole repeatedly advised Murphy that he had the right to seek the advice of independent counsel in this transaction and memorialized the same in the March 5, 2021 letter which Murphy reviewed earlier in the day at Cole's office and signed in the parking lot outside Attorney Verterano's office. This advice to seek independent legal counsel followed Cole's numerous statements to Murphy that he had not been an attorney for Murphy in any capacity before or in any aspect of this transaction. See **Exhibit A.**

25. Admitted. Cole also points out that Murphy reviewed the draft of the Promissory Note in his office earlier on March 5, 2021, again reviewed the same in the parking lot before signing. The amount for the Note was the amount suggested or offered by Murphy which was twice the amount owed on the mortgage in order to induce or entice Cole to enter into the loan transaction with Murphy. Further, the date of September 7, 2021 was suggested by Cole to provide more time than Murphy originally offered to ensure that his mother's house would sell prior to that date and provide more than sufficient funds to pay off the Promissory Note as represented or offered by Murphy. A copy of the Promissory Note is attached hereto as **Exhibit B.**

26. Admitted in part and denied in part. It is admitted Murphy signed the Promissory Note of his own volition and Cole denies any implication that he coerced or had Murphy sign the Promissory Note as anything by his own free will.

27. Admitted in part and denied in part. It is admitted that Cole provided the payoff amount of \$18,427.36 to Murphy but the other amounts above that which were part of the transaction in terms of Cole's involvement were based on Murphy's offer to Cole.

28. Denied. As set forth above, it was Murphy that presented Cole with the offer he would pay back twice the amount of the mortgage payoff to Cole if Cole advanced a loan to Murphy to pay off the mortgage to remove the property from the Sheriff's Sale. The transaction and loan amount were initiated and offered by Murphy which Cole only accepted, subject to the additional terms Cole sought such as the waiver letter of March 5, 2021 (**Exhibit A**). Murphy was aware of the payoff amount earlier in the day at Cole's office, reviewed draft of documents and was thus aware of the amount in the Promissory Note.

29. Denied. Cole denies Murphy signed the Mortgage on March 5, 2021 as Cole was concerned if they dated the Mortgage prior to Murphy's ex-wife executing the Quit Claim Deed.

30. Denied. Cole denies Murphy signed the Deed in Lieu of Foreclosure on March 5, 2021 as Cole again was concerned about having such a deed dated prior to Murphy's ex-wife signing a quit claim deed for the marital property to Murphy.

31. Admitted in part and denied in part. Murphy voluntarily signed the document which Cole previously explained to Murphy would memorialize the fact of their transactions, that the terms of their arrangement or agreement, and specifically confirmed that at no point had Cole

acted as Murphy's attorney, including at present, the draft of which Murphy reviewed earlier at Cole's office. A copy of the March 5, 2021 letter is attached hereto as **Exhibit A** and was presented to Murphy at Cole's office which Murphy reviewed without offering any changes or corrections and again reviewed the same in the parking lot near Attorney Verterano's office before signing.

32. Admitted in part and denied in part. Cole could not provide signed copies to Murphy late on the afternoon of March 5, 2021 since they did not have the ability to make copies in the parking lot near Attorney Verterano's office. Attorney Cole had previously provided drafts of the Promissory Note and waiver letter (**Exhibit A**) for Murphy to review earlier that day, and subsequently provided copies of the Promissory Note and waiver letter signed by Murphy to Murphy by way of Cole's letter of March 8, 2021, attached hereto as **Exhibit D**.

33. Admitted in part and denied in part. It is admitted that Murphy did not appear before a notary to witness Murphy's signature to notarize the Mortgage and Deed on March 5, 2021 as Murphy did not sign the Mortgage and Deed in Lieu on March 5, 2021. It is denied that Murphy did not appear before a notary at any time as Murphy did appear before a notary at Cole's office on May 19, 2021 for his signature to be notarized at that time upon signing the Mortgage and Deed in Lieu on that date.

34. Admitted. A copy of the Pennstar Federal Credit Union check is attached hereto as **Exhibit C**.

35. Admitted in part and denied in part. Cole denies he purchased a Pennstar Credit Union check as the Pennstar check was obtained by Laslow. It is admitted that Cole utilized a Pennstar Credit Union check to pay off Murphy's mortgage. Cole admits that the funds came from Laslow due to the timing of Murphy appearing in Cole's office on Friday, March 5, 2021 before the scheduled Sheriff's Sale on March 8, 2021.

36. Admitted. By way of further response, satisfaction attached hereto as **Exhibit E**, speaks for itself.

37. Admitted in part and denied in part. Disciplinary Counsel references a writing which is not attached to its petition and as such, Attorney Cole's letter of April 5, 2021 speaks for itself. Cole was conveying back to Attorney Barletta information that Attorney Barletta had previously relayed to Cole regarding the status of Murphy and Kristen's divorce settlement agreement in order to clear Kristen's ownership interest in the martial property given the satisfaction of the mortgage. Cole believed Barletta would respond if Cole implied to Barletta that he was Murphy's attorney. A copy of Cole's letter of April 5, 2021 is attached hereto as **Exhibit F**.

38. Admitted.

39. Admitted in part and denied in part. Petitioner references a letter dated May 14, 2021 which is not attached to its petition, but Cole admits consistent with the response to **Paragraph 37**, Cole attempted to use his status as an attorney in order to get Barletta and Barletta's client to comply with the terms of Murphy's and Kristen's divorce settlement

agreement since there had been no previous response or action. Cole's letter of May 14, 2021 speaks for itself. A copy of Cole's letter of May 14, 2021 is attached hereto as **Exhibit G**.

40. Admitted in part and denied part. Disciplinary Counsel references a letter of May 20, 2021 which is not attached to its petition and as such, Barletta's letter of May 20, 2021 speaks for itself. By way of further response, Cole spoke with Attorney Barletta the previous day on May 19, 2021 with Attorney Barletta advising Cole that Kristen was coming into Attorney Barletta's office that day to execute the Quit Claim Deed. Cole called Murphy to come into his office May 19, 2021 to thereafter execute the Mortgage and Deed in Lieu. A copy of Attorney Barletta's letter of May 20, 2021 is attached hereto as **Exhibit H**.

41. Admitted. A copy of the Quit Claim Deed is attached hereto as **Exhibit I**.

42. Admitted in part and denied in part. It is denied that Laslow notarized Murphy's signature on the Mortgage previously executed on March 5, 2021 as Murphy did not execute the Mortgage on March 5, 2021. Cole admits that Murphy executed the Mortgage on May 19, 2021 at which time Laslow notarized Murphy's signature. A copy of the Mortgage of May 19, 2021 is attached hereto as **Exhibit J**.

43. Denied. Murphy was present in Cole's office on May 19, 2021 when Laslow notarized Murphy's signature on the Mortgage. By way of the undersigned's letter of May 5, 2022, a copy of Murphy's driver license provided by Laslow was forwarded to Disciplinary Counsel. The undersigned's letter of May 5, 2022 along with a redacted copy of Murphy's driver license, is collectively attached hereto as **Exhibit K**.

44. Admitted in part and denied in part. It is denied that Laslow notarized Murphy's signature on the Deed previously executed on March 5, 2021 as Murphy did not execute the Deed on March 5, 2021. Cole admits that Murphy executed the Deed on May 19, 2021 at which time Laslow notarized Murphy's signature. See **Exhibit K**.

45. Assuming the allegation in **Paragraph 45** refers to the Quit Claim Deed executed by Kristen, Cole admits to the same. See **Exhibit I**.

46. Admitted. Cole also notes in correspondence dated June 2, 2021 wherein he mailed copies of all documents to Murphy. A copy of Attorney Cole's letter of June 2, 2021 is attached hereto as **Exhibit L**.

47. Admitted. Murphy advised Cole on August 16, 2021 that the closing on his mother's home was scheduled for September 14, 2021 and asked if the date of September 7, 2021 for the Promissory Note payoff could be extended to September 14, 2021. He requested a letter to that effect. Murphy also admitted he did not have insurance on the home which was an additional concern of Cole's as reflected in his letter of August 16, 2021. At Murphy's request, Cole prepared and provided his letter of August 16, 2021 to Murphy.

48. Admitted in part and denied in part. As previously answered in **Paragraph 47**, Murphy initially requested an extension until September 14, 2021 which was the date of the closing on the sale of the home from his mother's estate. Cole offered to provide an additional week beyond the September 14, 2021 date requested by Murphy to September 21, 2021.

49. Admitted in part and denied in part. As Disciplinary Counsel references a letter which is not attached to its Petition, and as such Cole's letter of August 16, 2021 speaks for itself. Further, Cole noticed on or about September 7, 2021 that Murphy's home was listed for upset tax sale for approximately \$7,000.00 in back taxes. Cole called the Mercer County Tax Claim Bureau and was advised that there was a defect with regard to the upset tax sale notice and that the house would not be included in the Sheriff's Upset Tax Sale as a result. A copy of Cole's letter of August 16, 2021 is attached hereto as **Exhibit M**.

50. Admitted in part and denied in part.

(a) Murphy arrived Cole's at office on this date and explained that his mother's house did not sell for what he thought it would sell for and he only got \$25,000.00 but Murphy did not have any proceeds with him. Murphy stated he could get the \$25,000.00 to Cole and then inquired of Cole to work something out to pay off the balance. Cole believed he could work out something with Murphy with respect to paying the balance off after the \$25,000.00 payment had been made and that with the payment and working out additional terms, Cole would not record the Deed in Lieu. Murphy said something in response that he hoped Cole would not record the Deed in Lieu because Cole would be in trouble if he did in fact record that Deed.

(b) Denied. Murphy said his mother's house did not sell for what he thought and that he only had \$25,000.00 to pay on the loan. Murphy offered the \$25,000.00 to pay on the balance due and wished to work out additional terms to pay off the remaining balance due under the Promissory Note.

51. Denied. Murphy never offered \$25,000.00 as a compromise on the amount owed pursuant to the Promissory Note. To the contrary, Cole advised Murphy that he would accept the \$25,000.00 down on the balance that was due, that he would work out additional terms or payment options to pay off the balance due under the Promissory Note and would not record the Deed in Lieu as he would not consider there to be a breach upon payment of the \$25,000.00.

After not hearing from Murphy after September 21, 2021, Cole called Murphy who did not answer. Cole left a voice mail with respect to this matter on September 28, 2021. Murphy did not return the call. At no time did Murphy offer, tender or pay to Cole any money let alone the \$25,000.00 as alleged.

52. This allegation appears to include a typo. This paragraph asserts that Cole called Murphy and left a message from Murphy but in context it appears the allegations should be Murphy called Cole. If so, Cole denies having any message from Murphy on that date or any other dates except as set forth herein.

53. Admitted in part and denied in part. Cole did not have any message from Murphy from any call on October 1, 2021 or any date thereafter except as set forth herein, To the contrary, Cole called Murphy on October 12, 2021 and left message regarding this matter to which Murphy did not respond. Cole called Murphy again on November 1, 2021 and left a message regarding this matter to which Murphy did not respond.

54. Admitted in part and denied in part. After not receiving any response to Cole's previous calls, Cole sent a certified letter to Murphy as referenced in **Paragraph 54** but not attached regarding this matter. A copy of Cole's November 16, 2021 letter is attached hereto as **Exhibit N**. Cole's letter of November 16, 2021 speaks for itself, but Cole's November 16, 2021 letter reflects as follows:

(a) Cole recited the basis of the parties' transactions which was that the loan was at his request based on the fact that Murphy was in the process of closing on his deceased mother's home which proceeds he would utilize to satisfy the Cole/Murphy Mortgage in which the payoff date of September 7, 2021 Cole agreed to extend until September 21, 2021.

(b) Cole noted that Murphy relayed that the sale proceeds were less than anticipated but that he was able to pay \$25,000.00 from those sale proceeds to satisfy the Mortgage to which Cole would accept the \$25,000.00 as a partial payment of the amount due, but he would withhold the satisfaction of the Mortgage until the Mortgage was paid in full.

(c) Cole noted at the time that he and Murphy entered into their loan agreement that Murphy would provide proof of insurance and that Cole would be an additional insured and as of that date Murphy had not provided such proof of insurance.

(d) Cole offered that he was willing to modify their agreement upon Murphy paying the sum of \$25,000.00 no later than Wednesday, December 1, 2021; Cole would receive proof of insurance for the home and proof that Cole had been added on as an additional insured as of that date and that upon the foregoing, Cole would extend the payoff of the Mortgage in full until August 1, 2022. Murphy did not respond to this letter.

(e) Murphy did call Cole on December 1, 2021 just before 5:00 p.m. and left a voice mail for Cole stating that he did not have the ability to pay the \$25,000.00 and needed more time to make that payment.

(f) Additionally, Cole called Murphy multiple times on December 2, 2021 regarding this matter and again called Murphy multiple times on December 3, 2021. As to the multiple calls, Murphy did not respond or return the calls to Cole.

(g) On December 3, 2021, Cole wrote to Murphy reciting the fact that Murphy had left a voice mail for Cole on December 1, 2021 in response to Cole's letter of November 16, 2021 and that Cole has called Murphy multiple times yesterday and this date with no response. Cole offered that he had a desire to work out the matter with Murphy but if nothing could be worked out or if he was unable to speak with Murphy, Cole would be left with no choice other than to proceed to record the Deed in Lieu. A copy of Cole's letter of December 3, 2021 is attached hereto as **Exhibit O**. Murphy did not return any phone calls nor did he respond to Cole's letter of December 3, 2021.

(h) Cole called Murphy on December 6, 2021 leaving a message that he needed to hear from Murphy by the end of the day. Murphy did not return this call. Cole again called Murphy on December 7, 2021 from another phone hoping Murphy would not

recognize the number being Cole's and would answer. Murphy did not answer. Cole left a message to which Murphy did not respond.

55. Denied as Murphy did not call and leave a message on December 8, 2021, but as set forth above, Murphy called and left a message for Cole on December 1, 2021 just before 5:00 p.m. As also set forth above, after Cole received the message from December 1, 2021, Cole called Murphy multiple times on December 2, 2021 and again called Murphy multiple times on December 3, 2021 to which Murphy did not answer or respond to the calls and messages left by Cole for Murphy.

56. Admitted. Cole notes based on the above, that Murphy never responded to any prior phone calls, messages and the two prior letters which left Cole no choice but to record the Deed in Lieu as alleged. A copy of the Deed in Lieu of Foreclosure is attached hereto as **Exhibit P**.

57. Denied. Cole informed Murphy on several occasions that he was going to record the Deed unless the parties could come to some sort of arrangement, including the letters of November 16, 2021 and December 3, 2021 (Exhibits N and O). Cole notes that Murphy never paid the \$25,000.00 or any amount, and Murphy did not respond to numerous telephone calls, messages and correspondence as set forth above. Cole further asserts that as Murphy defaulted on the Promissory Note and loan agreement, he was in default of the same even as modified and was unquestionably ignoring Cole's telephone calls and letters. Cole had the legal right as provided in the transaction documents to record the Deed in Lieu of Foreclosure.

58. Admitted, except the Complaint was filed on December 10, 2021. The Complaint in Ejectment speaks for itself. Cole notes Murphy has not responded to the lawsuit.

59. Admitted, except the Order was docketed on January 28, 2022. The Motion for Service by Publication speaks for itself. Cole notes Murphy was eluding the Sheriff, which would be consistent with Murphy ignoring Cole as set forth above.

60. Admitted.

61. Admitted.

62. Admitted. By way of further answer, the default judgment against Murphy was entered as Murphy did not file an answer to the Complaint in Ejectment notwithstanding the same having a notice to defend, did not file an answer to the complaint upon being served with a ten day default notice pursuant to Pa. R.C.P. 1037, and although the default judgment was entered, Respondent has not taken any steps to execute on the default judgment. The docket reflects the prothonotary provided notice per Pa. R.C.P. 236 of the court order for service by publication and of the entry of judgment to Murphy.

63. The averments in **Paragraph 63** are conclusions of law which are denied. By way of further response, Cole denies violating the Rules of Professional Conduct as alleged, and further avers:

(a) Pa. R.P.C. 1.4(a)(2). Given that Murphy was never a client of Cole, this Rule would not be applicable. Even if it had any applicability, Cole offered to make courtesy calls on behalf of Murphy as another attorney had referred Murphy to Cole, which Cole did and Cole promptly related the substance of those limited courtesy calls to Murphy. Throughout this time, Cole advised Murphy he did not practice in the area of mortgage foreclosure, that Cole was not Murphy's attorney with regard to that matter and that Murphy should seek other counsel regarding the same.

(b) Pa. R.P.C. 1.5(a). As Murphy was never a client of Cole, no legal fees were discussed or charged.

(c) Pa. R.P.C. 1.7(a)(2). Again, as Murphy was never a client of Cole's, there would be no attorney-client conflict of interest. In particular, there could not have been a conflict of interest regarding the mortgage foreclosure matter, the loan and the various transactional documents with respect to the loan between Murphy and Cole inasmuch as the transaction was initiated by Murphy at a time Cole did not represent Murphy with respect to the mortgage foreclosure action, and the loan transaction with respect to the mortgage foreclosure.

(d) Pa. R.P.C. 1.8(a). As set forth above, Murphy was never a client of Cole's, and therefore, Cole did not enter into any business transaction with a client or acquire ownership, possessory, security or other pecuniary interest adverse to a client. With respect to Rule 1.8(e), there was no financial assistance regarding a pending or contemplated litigation matter as Cole did not represent Murphy with respect to the mortgage foreclosure action (and as noted above, did not provide correspondence to the Bank's counsel to that effect, did not enter his appearance on behalf of Murphy in the foreclosure action, declined to accept service in the foreclosure action, and specifically advised Murphy that he did not practice in the area of mortgage foreclosure and that Murphy should seek representation by other counsel with respect to the same), the loan transaction between Cole and Murphy, it was initiated by Murphy and on Murphy's terms, and this does not implicate Rule 1.8(e) as that transaction did not involve threatened or pending litigation, nor a matter adverse to Murphy as Murphy was not a client.

(e) Pa. R.P.C. 1.16(a) is not implicated inasmuch as Cole did not represent Murphy and as such, Cole's conduct is not within the scope of Rule 1.16.

(f) Cole did note that Murphy aggressively sought Cole out to advance Murphy money in order to pay off Murphy's mortgage debt and satisfy the foreclosure action. Cole's conduct does not violate the Pennsylvania Rules of Professional Conduct. Cole never entered into any attorney-client relationship with Murphy nor created an impression with Murphy that he was representing Murphy. To the contrary, Cole always told Murphy that he was not acting as his attorney nor representing him as his attorney. Cole prepared for Murphy's review and Murphy's subsequent execution, the letter of March 5, 2021 (**Exhibit A**) in an effort to comply with the Pennsylvania Rules of Professional Conduct. Cole advised Murphy he did not practice in the area of mortgage foreclosure and that Murphy should seek other counsel. As many attorneys do when they receive a referral from another attorney, they attempt to help the individual referred by providing some guidance or direction even if they are not going to represent them, which is all Cole did by some courtesy phone calls to get some information for Murphy. Cole did not have an engagement letter sent to Murphy, did not send to Murphy legal bills, did not enter his appearance

on behalf of Murphy, and did not represent to the Bank's attorneys that he was representing Murphy in any way. To the contrary, upon inquiry by Attorney Verterano if Cole would accept service for some aspect of the mortgage foreclosure action, Cole denied such an invitation telling Attorney Verterano he did not represent Murphy. It is submitted Murphy sought to take advantage of Cole.

With regard to the documentation for the transaction, Murphy was provided drafts to review prior to execution to which drafts he agreed to.

Murphy never responded to or contradicted any of the letters Cole sent which are attached and cited to by Petitioner.

In addition to verbal statements to Murphy that Cole was not his attorney, Cole reduced the same to writing as set forth in the letter of March 5, 2021 which Murphy signed and is attached hereto as **Exhibit A**.

ADDITIONAL FACTUAL ALLEGATIONS

64. Cole has continued to correspond with Murphy and send documents and court filings to him as reflected in correspondence dated December 8, 2021, December 10, 2021 and January 11, 2022, copies of which are attached hereto as **Exhibits Q, R and S**, respectively, to which Murphy has not responded.

65. Subsequent to Murphy not contacting Cole on December of 2021 and Cole taking legal action on January of 2022, Cole obtained the ALTA Settlement Statement which reflected that the real estate Murphy represented to be his deceased mother's home was actually titled in Murphy's name; Murphy received more than \$25,000.00 in net proceeds from the sale of his home. A copy of the Alta Settlement Statement is attached hereto as **Exhibit T**.

66. Cole subsequently received a delinquent tax reminder for Murphy's property at 644 Old Mercer Road reflecting unpaid real estate taxes predating 2020 with total taxes due in excess of \$10,000.00, a copy of which is attached hereto as **Exhibit U**.

67. As is evident, Murphy has Cole's office address and phone number, residential address from correspondence and his personal cell phone number to which Murphy has not provided any correspondence nor left any messages from phone calls except a message left late on December 1, 2021, to which Cole repeatedly responded to but without Murphy reciprocating.

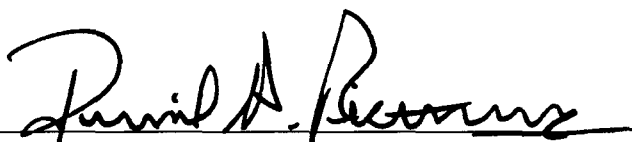
REQUEST TO BE HEARD IN MITIGATION

68. Respondent requests that a hearing be held on the issue of mitigation per Disciplinary Board Rule § 89.54(c).

WHEREFORE, Respondent requests that the foregoing charge of discipline be resolved in his favor it be determined that the Respondent did not violate the Pennsylvania Rules of Professional Responsibility.

Respectfully submitted,

LEWIS AND RISTVEY, P.C.

By: 

David A. Ristvey

Attorney for Respondent, Dustin William Cole

689 North Hermitage Road

P. O. Box 1024

Hermitage, PA 16148-1024

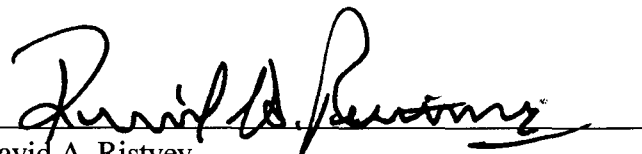
Phone: 724-981-8700

Facsimile: 724-981-8705

Date: Feb. 13, 2023

CERTIFICATE OF COMPLIANCE

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 nonconfidential information and documents.

By: 
David A. Ristvey

VERIFICATION

I verify that the statements made in this Respondent's Answer to Petition for Discipline with Request for Hearing on Mitigation are true and true and correct to the best of my knowledge, information, and belief. I understand that false statements made herein are subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.

Dated 2-12-23



DUSTIN WILLIAM COLE

Dustin W. Cole
134 Dougherty Avenue
Sharon, PA 16146

March 5, 2021

Robert W. Murphy
644 Old Mercer Road
Volant, PA 16156

RE: First Choice Federal Credit Union vs. Robert W. Murphy and Kristen Czubiak
f/k/a Kristen J. Willets Murphy
Mercer County, PA No. 2019-3622

Dear Mr. Murphy:

The purpose of this letter is to acknowledge that you have contacted my office with respect to the above-noted mortgage foreclosure action. After our discussion, we have agreed that you have not been, nor will you become, a client of my legal practice. To the contrary, you have requested that I enter into a private, personal agreement with you whereby I will act not as an attorney, but rather as an individual investor.

Under our agreement, I have agreed to pay off the judgment entered against you in the above-noted action in order to avoid your real property situate at 644 Old Mercer Road, Volant, PA 16156 from being sold at Sheriff Sale. The total amount of payoff as of today's date is \$18,427.36. In consideration of this, you have agreed to execute a deed and mortgage for the property to my benefit. The mortgage will be recorded; however, the deed will not. You have also agreed to pay to me the sum of \$36,854.72 no later than September 7, 2021. Additionally, under this agreement, you must add me as an additional insured under your home insurance policy and provide proof of the same to me no later than Tuesday, March 9, 2021. Once I receive payment in full, I will then file a satisfaction of the mortgage with the Recorder's Office of Mercer County, Pennsylvania and our transaction will be completed.

You hereby acknowledge the following with respect to this private transaction between us: (1) I am not acting as your lawyer in this transaction and there is no lawyer-client relationship between us; (2) I am acting as an individual, private investor in this matter; (3) the terms of this transaction and the accompanying promissory note, mortgage, and deed have been read and agreed to by you; (4) you fully understand the terms of this transaction, including the promissory note, mortgage, and deed; (5) the terms of this transaction are fair and reasonable, as they have been suggested by you; (6) you have been advised of the desirability of seeking independent legal counsel with regard to this transaction; and (7) you are giving your informed consent to the essential terms of this transaction and my role in this transaction.

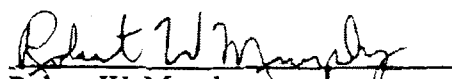
If these terms meet with your approval, please sign and date where indicated.

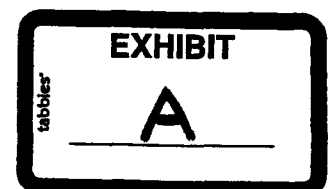
Best regards,


Dustin W. Cole

READ AND AGREED TO:

Date: 03-05-21


Robert W. Murphy



PROMISSORY NOTE

\$36,854.72

**Hermitage, Pennsylvania
March 5, 2021**

FOR VALUE RECEIVED, Robert W. Murphy, single, (hereinafter called the "Undersigned"), promises to pay to the order of Dustin W. Cole, married, his heirs or assigns, in lawful money of the United States of America, the sum of **Thirty Six Thousand Eight Hundred Fifty Four and 72/100 Dollars (\$36,854.72)**, and any additional moneys loaned or advanced by any holder hereof as hereinafter provided, as follows:

The sum of \$36,854.72 payable on demand, but not sooner than **September 7, 2021**. It is further understood that the undersigned shall have the right to prepay the entire principal, or any part thereof, without incurring a penalty of any type.

All payments shall be made at 689 N. Hermitage Road - Suite 8, Hermitage, PA 16148, or elsewhere as shall be directed by the holder hereof.

This Note shall evidence and the Mortgage given to secure its payment shall cover and be security for any future loans or advances that may be made to or on behalf of the Undersigned by any holder hereof at any time or times hereafter and intended by the Undersigned and the then holder to be so evidenced and secured, as well as any sums paid by any holder hereof pursuant to the terms of said Mortgage; and any such loans, advances or payments shall be added to and shall bear interest at the same rate as the principal debt.

In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest, or in the performance by the Undersigned of any of the other obligations of this Note or said Mortgage, the entire unpaid balance of the principal debt, additional loans or advances and all other sums paid by any holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, shall, at the option of the holder and without notice, become immediately due and payable; and one or more executions may forthwith issue on any judgment or judgments obtained by virtue hereof; and no failure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver of any such rights or of any default hereunder.

The Undersigned hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder hereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances



and all other sums paid by the holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, costs of suit and an attorney's commission for collection of five percent (5%) of the total indebtedness or \$200.00, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith upon failure to comply with any of the terms and conditions of this Note or said Mortgage. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right to inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now or hereafter may be exempted by law.

This obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee hereof and his heirs and assigns. If this Note is executed by more than one person, the undertakings and liability of each shall be joint and several.

This Note is secured by a Mortgage of even date herewith upon real estate described therein.

WITNESS the due execution hereof the day and year first above written.

WITNESS:

Robert W. Murphy (SEAL)
Robert W. Murphy

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES DESIGNED TO DETECT DUPLICATION OR ALTERATION

PENNSTAR
Federal Credit Union

PENNSTAR FEDERAL CREDIT UNION
4100 EAST STATE STREET
HERMITAGE, PA 16148-3494

First National Bank
3-7615/360

No. -

019396

VOID AFTER 90 DAYS

Mar 5, 2021

PAY Eighteen Thousand Four Hundred Twenty Seven Dollars and Thirty Six Cents **** \$18,427.36

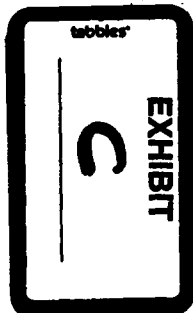
TO
THE
ORDER
OF
FIRST CHOICE FEDERAL CREDIT UNION

RE: ROBERT W. MURPHY

Nicholas A. Sayess
AUTHORIZED SIGNATURE

ED Security features. Details on back.

⑈019396⑈ ⑆043318092⑆ 95⑈07426⑈9⑈



Dustin W. Cole
134 Dougherty Avenue
Sharon, PA 16146

March 8, 2021

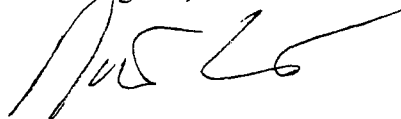
Robert W. Murphy
644 Old Mercer Road
Volant, PA 16156

Dear Mr. Murphy:

Enclosed you will find copies of the Promissory Note and letter that you signed on March 5, 2021, for your records. As we discussed, I will be in contact once I am in receipt of the deed conveying the property from your ex-wife to you. Then, I will have you sign the Mortgage and deed that we have previously discussed.

Please let me know if you have any questions in the meantime.

Best regards,



Dustin Cole

Enclosures

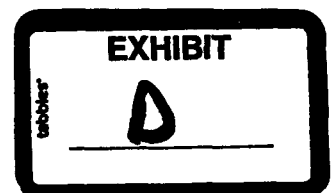


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Fee Amt: \$56.75 Page 1 of 2
Mercer County, PA
Dee Dee Zickler Recorder of Deeds

SATISFACTION OF MORTGAGE

MADE THIS 10th day of March, 2021.

NAME OF MORTGAGOR: ROBERT W. MURPHY and
KRISTEN J. WILLETTS MURPHY
k/n/a KRISTEN J. CZUBIAK

NAME OF MORTGAGEE: FIRST CHOICE
FEDERAL CREDIT UNION

DATE OF MORTGAGE: June 13, 2003

ORIGINAL MORTGAGE DEBT: \$115,000.00

MORTGAGE RECORDED ON: June 18, 2003, in the Office
of the Recorder of Deeds in and
for Mercer County, Pennsylvania, as
Instrument Number 2003-013621.

MORTGAGED PREMISES:

Parcel I.D. No. 29-203-037

ALL that certain piece or parcel of land in Springfield Township, Mercer County, Pennsylvania.

BOUNDED north for 529 feet by S.F. Ramsey; east for 570 feet by S.F. Ramsey; south for 529 feet by Edwin D. and Mildred Thompson; and west for 570 feet by a Public Road, containing 6 acres of land, more or less.

The undersigned hereby certifies that the debt secured by the above-mentioned mortgage has been fully paid or otherwise discharged and that upon the recording hereof said mortgage shall be and is hereby fully satisfied and discharged.

VENTERANO & MANOLIS
ATTORNEYS AT LAW
2828 WILMINGTON ROAD
NEW CASTLE, PA 16105-1500

(724) 652-0300
TELEFAX
(724) 654-1131



VENTERANO & MANOLIS (ENV)

File 2021-00002716



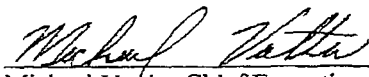
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Page 2 of 2

IN WITNESS WHEREOF, the undersigned has executed this document the day and year first above written.

WITNESS:

FIRST CHOICE
FEDERAL CREDIT UNION

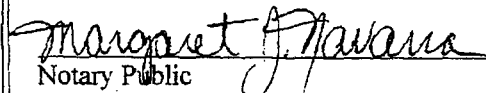


By: 
Michael Vatter, Chief Executive Officer

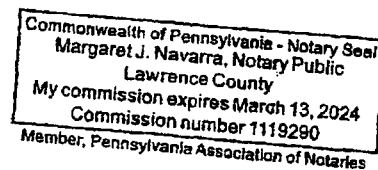
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LAWRENCE :

On the 10th day of March, 2021, before me, the undersigned authority, a Notary Public in and for the County of Lawrence, Commonwealth of Pennsylvania, personally appeared **MICHAEL VATTER**, Chief Executive Officer of First Choice Federal Credit Union, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

Witness my hand, an official seal,


Notary Public

Notary expires:



VERTERANO & MANOLIS
ATTORNEYS AT LAW
2622 WILMINGTON ROAD
NEW CASTLE, PA 16105-1530

(724) 652-0300
TELEFAX
(724) 654-1131



ColeLaw
Your Results - Our Priority

Dustin W. Cole, Attorney at Law

L & R Executive Center • 689 N. Hermitage Road, Suite 8

Hermitage, PA 16148

Phone: 724.981.1962 / Fax: 724.981.1987

April 5, 2021

Robert Barletta, Esquire
501 North Mercer Street
New Castle, PA 16101

RE: Kristen J. Murphy vs. Robert W. Murphy
Lawrence County, PA No. 10290 of 2012

Dear Attorney Barletta;

This letter is in follow-up to the two (2) voicemail messages that I have left with you. You may recall that we have spoken on two (2) occasions with respect to the above-referenced divorce matter in which you represented Kristen J. Murphy. My understanding is that, as part of the divorce settlement agreement, your client was to sign her interest in the real property situate at 644 Old Mercer Road, Volant, PA 16156 over to Robert W. Murphy once Mr. Murphy had satisfied the mortgage and/or refinanced the property.

To that end, I have enclosed a copy of the Satisfaction of Mortgage that has been filed by First Choice Federal Credit Union with respect to the mortgage having been satisfied. I have also prepared a Quit-Claim Deed with regard to your client transferring her interest in the above-mentioned property to Mr. Murphy. I ask that you please have your client properly execute the Deed and return it to me in the enclosed, self-addressed, stamped envelope.

If you have any questions or need anything further, or wish to discuss this matter, please don't hesitate to contact me at the telephone number at the top of this page. Thank you in advance for your time and assistance in bringing this matter to a conclusion.

Best regards,

Dustin Cole

Enclosures

cc: Robert W. Murphy (w/o enclosures)



Cole Law, LLC

L&R Executive Center
689 North Hermitage Road, Suite 8
Hermitage, PA 16148

Phone: 724.981.1962
Fax: 724.981.1987
Email: dustin@dustinwcole.com

May 14, 2021

Robert Barletta, Esquire
501 North Mercer Street
New Castle, PA 16101

RE: Kristen Joy Murphy vs. Robert William Murphy
No. 10290 of 2012, C.A.

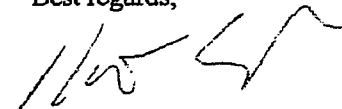
Dear Attorney Barletta:

Enclosed you will find a letter dated May 14, 2021 to Court Administration as well as a true and correct copy of a Motion to Enforce Marital Settlement Agreement. I intend to present the Motion in Motion's Court on Friday, May 21, 2021, at 9:00 a.m.

When we last spoke on April 6, 2021, you indicated that you would have your client (and, if necessary, her new spouse), execute the required documents to convey her interest in the property at 644 Old Mercer Road, Volant, Mercer County, PA 16156 to Mr. Murphy, in accordance with the terms of their Marital Settlement Agreement.

I have not heard from you since April 6, 2021, even though I have sent you an e-mail and left you a voicemail requesting a status update. I would like to avoid going to Motion's Court, but don't believe that I have an option since I have not heard from you. To that end, please reach out to me at the above telephone number or e-mail at your earliest convenience so we can bring this matter to an end.

Best regards,



Dustin Cole

Enclosures

cc: Client (w/o enclosures)



ROBERT T. BARLETTA

Attorney at Law

501 N. Mercer Street
New Castle, PA 16101

23 4x

ALSO ADMITTED IN FLORIDA

Ph: (724) 656-1169
Fax: (724) 656-1105

May 20, 2021

Ph: 724-981-1962
Fax: 724-981-1987

Dustin W. Cole, Esq.
L & R Executive Center
689 N. Hermitage Rd, Suite 8
Hermitage, PA 16148

From: Kristen J. Czubiak (remarried)
Re: Kristen Joy Murphy - my client
vs: Robert William Murphy - your new client
No. 10290 of 2012, C.A.
Lawrence County, PA
No-fault divorce action
- Married: 8/1/92
- Separated: 12/30/11 (~19.5 yrs)
- Her Complaint in Divorce filed: 3/9/12
- His mail received: 3/12/12
- His Acceptance signed: 3/14/12
- 91st day ran: 6/13/12 Wed.
- Her Consent & Waiver filed: 7/10/13
- 2 years separation ran: 12/31/13
- 2-year Affidavit filed: 1/23/14
- 3301(d) Notice dated: 2/15/14
- Sent by mail / signed for: 2/15/14 - 2/28/14
- Divorce on/after: 3/21/14 Fri.
- His Counter-Affidavit filed: 3/21/14
- My Proof of Service filed: 3/24/14
- Præcipe to Transmit Record: 3/24/14
- **DIVORCE DECREE**: 3/24/14, Mon.
- Marital Settlement Agreement dated: 4/5/14, Sat.
- Order adopting MSA: 4/7/14, Mon.
- First Choice Fedl. mortgage Satisfaction: 3/10/21
- Quit Claim Deed signed: 5/19/2021

Dear Atty. Cole:

Per our prior phone discussions and messages, and per our exchange of emails today, Thursday 5/20/2021, enclosed please find the original of the Quit Claim Deed which I had revised from the .doc you sent to me. The deed was dated, signed, witnessed and notarized yesterday evening, Wednesday 5/19/21, and is submitted to you per the terms of the parties' MSA which we discussed on 12/30/20. I just noticed that the PID was printed on the First Choice Federal Credit Union mortgage satisfaction.pdf that you sent, so I wrote that PID in on the deed for you.

Very truly yours,

Robert T. Barletta
Robert T. Barletta, Esq.

Encl: Quit Claim Deed.

cc w/: Kristen J. Czubiak



Image ID: 000003213959 Type: GEN
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 Fee Amt: \$70.75 Page 1 of 4
 Mercer County, PA
 Dee Dee Zickar Recorder of Deeds
 File **2021-00005960**

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this 19th day of MAY, 2021, from and to:

KRISTEN J. WILLETS, f/k/a **KRISTEN J. MURPHY**, n/k/a **KRISTEN J. CZUBIAK**,

joined by **MICHAEL D. CZUBIAK, JR.**, her present husband,

both of Neshannock Township, Lawrence County, Pennsylvania,

herein the **GRANTORS**, parties of the first part;

— to —

ROBERT W. MURPHY, single, a resident of Springfield Township,

Mercer County, Pennsylvania,

herein the **GRANTEE**, party of the second part.

WITNESSETH, now that the said parties of the first part, for and in consideration of the sum of **One (\$1.00) Dollar**, lawful money of the United States of America, and other good, valuable and sufficient consideration, unto them well and truly given and paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and forever quit-claim unto the said party of the second part, his heirs, successors and assigns:

PERMANENT PARCEL ID NO. 29 - 203 - 037

ALL that certain piece or parcel of land situate in **Springfield Township**, Mercer County, Pennsylvania, being more particularly bounded and described as follows:

BOUNDED on the North for 529.00 feet by S.F. Ramsey; East for 570.00 feet by S. F. Ramsey; South for 529.00 feet by Edwin D. and Mildred Thompson; and West for 570.00 feet by a public road.

CONTAINING 6 acres of land, more or less.

BEING the same premises conveyed from of Robert W. Murphy (Grantee herein) to Robert W. Murphy and Kristen J. Willetts (Grantor herein), as joint tenants with right of survivorship, by Deed dated July 15, 1992, and recorded July 15, 1992, in Recorder's Office of Mercer County, Pennsylvania, as instrument 92 DR 10327.

SUBJECT TO oil and gas and minerals, and all rights incident to the extraction or development of oil and gas or minerals heretofore granted, conveyed, leased, excepted or reserved by instruments of record, if any.

Robert W. Murphy and Kristen J. Willetts subsequently married August 1, 1992, and she became Kristen J. Murphy. The parties were later divorced by Divorce Decree dated March 3, 2014, filed at Lawrence County Court of Common Pleas case No. 10290 of 2012, CA. Thereafter, the said Kristen J. Murphy, a/k/a Kristen J. Willetts married Michael D. Czubiak, Jr., on June 25, 2015, and she became Kristen J. Czubiak, Grantor herein. Michael D. Czubiak, Jr., joins in this conveyance to quit-claim release any interest he may have in the subject premises by reason of his/their said marriage.





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Page 2 of 4

File 2021-00005960

For purposes of the Pennsylvania Realty Transfer Tax Act, it is hereby certified that this conveyance is one between two people who were previously husband and wife, pursuant to the terms of a Marital Settlement Agreement dated April 5, 2014, adopted by Court Order dated April 7, 2014, entered in divorce proceedings filed in the Court of Common Pleas of Lawrence County, Pennsylvania, at case No. 10290 of 2012, CA, and as such is therefore exempt from any and all state and local realty transfer taxes.

TOGETHER with the appurtenances; **TO HAVE AND TO HOLD** the said pieces, parcels and lots of land, with the buildings and improvements thereon erected, the hereditaments and premises hereby quit claimed and released, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs, administrators, successors and assigns, to and for the proper use and behalf of the said Grantee, his heirs, administrators, successors and assigns, forever.

AND the said parties of the first part, for themselves, their heirs, and administrators do hereby quit-claim, release and relinquish **WITHOUT WARRANTY** any interest, including any statutory and common law dower and curtesy interest, and any rights of election, that he/she/they may have in or to the premises hereby quit-claimed.

THE GRANTOR(S) HEREIN HEREBY CERTIFY THAT THE LAND HEREBY CONVEYED HAS, TO THE BEST OF HIS/HER/THEIR/ITS KNOWLEDGE, NEVER BEEN USED FOR HAZARDOUS WASTE DISPOSAL AS THAT TERM IS USED IN THE SOLID WASTE MANAGEMENT ACT, NO. 97 OF 1980. (This Notice is given pursuant to the requirements of Section No. 405 of said Act - 35 P.S. 6018-101, et seq.)

NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, and pursuant to Act No. 255, approved September 10, 1965, both as amended, and is not intended as notice of unrecorded instruments, if any.]

THE PREPARER(S) OF THIS DEED MAKE NO WARRANTY OR REPRESENTATION(S) AS TO THE STATUS OF THE TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER(S) WHO MAKE(S) NO REPRESENTATION OTHER THAN THAT IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

Stamp #2021-032030 Consideration	\$0.00
Loc SPRINGFIELD TWP	AM N
COMMONWEALTH OF PA	\$0.00
SPRINGFIELD TWP	\$0.00
GROVE CITY SCHOOLS	\$0.00
By: NICOLE HEABERLI Total:	\$0.00

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and legal seals to these presents and signed this document on the day and year first above written.

Witness:

Robert T. Barletta

Kristen J. Czubiak {SEAL}
Kristen J. Czubiak

Robert T. Barletta

Kristen J. Murphy {SEAL}
f/k/a Kristen J. Murphy

Robert T. Barletta

Kristen J. Willetts {SEAL}
f/k/a Kristen J. Willetts

Robert T. Barletta

Michael D. Czubiak, Jr. {SEAL}
Michael D. Czubiak, Jr.

I hereby certify that the precise mailing address of the Grantee is:

Robert W. Murphy
644 Old Mercer Rd.
Volant, PA 16156

[Signature]
Attorney or Agent for Grantee

Dustin W. Cole, Esq.
Cole Law
L & R Executive Center
689 N. Hermitage Rd, Suite 8
Hermitage, PA 16148

NOTICE - THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, as amended 1980, Oct.10, P.L. 874, No. 156 § 1.

Witness or attest:

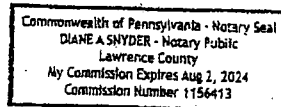
Grantee:

Robert W. Murphy

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LAWRENCE :

On this, the 19 day of MAY, 2021, before me, a notary public, the undersigned officer, personally appeared KRISTEN J. WILLETTTS, a/k/a KRISTEN J. MURPHY, n/k/a KRISTEN J. CZUBIAK, and MICHAEL D. CZUBIAK, JR., both known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged that they executed same for the purposes therein contained, and that it may be recorded as such.

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



Diane A Snyder
Notary Public
My commission expires: 08-02-2024

Image ID: 000003213963 Type: GEN
Recorded: 06/02/2021 at 11:24:24 AM
Fee Amt: \$70.25 Page 1 of 4
Mercer County, PA
Dee Dee Zickar Recorder of Deeds
File **2021-00005961**

MORTGAGE

MADE the 19th day of May, in the year of our Lord, two thousand twenty one (2021) between:

ROBERT W. MURPHY, single, of 644 Old Mercer Road, Volant, Mercer County,
Pennsylvania 16156, party of the first part.

AND

DUSTIN W. COLE, married, of 134 Dougherty Avenue, Sharon, Mercer County,
Pennsylvania 16146, party of the second part.

WHEREAS, the said party of the first part in and by its certain obligation, or writing obligatory, under its hands and seals, duly executed and bearing even date herewith, stand bound unto the said party of the second part in the sum of Thirty Six Thousand Eight Hundred Fifty Four and 72/100 Dollars (\$36,854.72), conditioned for the payment of the just and full sum of Thirty Six Thousand Eight Hundred Fifty Four and 72/100 Dollars (\$36,854.72), payable as follows:

The sum of \$36,854.72, payable on demand, but not sooner than **September 7, 2021**. It is further understood that the undersigned shall have the right to prepay the entire principal, or any part thereof, without incurring a penalty of any type.

Together with the premiums of insurance, taxes, ground rents, water rents, municipal assessments and charges from time to time assessed against or upon the hereinafter-described mortgaged premises, without any fraud or further delay, as required by the said recited obligation, and in the case of default in payment, shall also pay all costs, fees and expenses of collecting the same including, an attorney's commission of five per cent.

NOW THIS INDENTURE WITNESSETH, that the said party of the first part, as well as for and in consideration of the aforesaid debt or sum of \$36,854.72, and for the better securing the payment thereof unto the said party of the second part, his executors, administrators and assigns, in discharge of the said obligation above recited, have granted, sold, released and confirmed, and by these presents does grant, bargain, sell, release and confirm unto the said party of the second part, his heirs and assigns,

ALL that certain piece or parcel of land in situate in Springfield Township, Mercer County, Pennsylvania, being further bounded and described as follows:

BOUNDED on the North for 529 feet by land now or formerly of S. F. Ramsey; on the East for 570 feet by land now or formerly of S. F. Ramsey; on the South for 529 feet by land now or formerly of Edwin D. and Mildred Thompson; and on the West for 570 feet by a public road, containing 6 acres of land more or less.





Image ID: 00003213964 Type: GEN
Page 2 of 4

File 2021-00005961

BEING the same land conveyed to Robert W. Murphy and Kristen J. Willetts, as joint tenants with right of survivorship, by Deed of Robert W. Murphy dated July 15, 1992, and recorded July 15, 1992, at 92 DR 10327; and also by Deed of Kristen J. Willetts to Robert W. Murphy dated May 19, 2021, and recorded June 2, 2021, at Instr. #2021-5960, Recorder's Office of Mercer County, Pennsylvania.

BEING KNOWN AS 644 Old Mercer Road, Volant, PA 16156

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. To have and to hold the said hereditaments and premises above granted, or intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

AND it is further understood and agreed that the said party of the first part, his heirs and assigns, will pay all taxes, municipal assessments and charges from time to time assessed against or upon said mortgaged premises forthwith when the same become due and payable, and will keep the buildings erected upon the said premises insured with a good and reliable hazard insurance company or companies licensed to transact business in the Commonwealth of Pennsylvania, for the full insurable value, and shall place no insurance upon said buildings not marked for the benefit of the Mortgagee, and the policy or policies, with a proper mortgagee or loss payable clause attached, shall be delivered to and held by the said party of the second part, his executors administrators or assigns, as collateral security for the payment of moneys secured hereby; and in the case said party of the first part, his heirs or assigns, shall neglect to pay said taxes, municipal assessments and charges forthwith when the same become due and payable, the said party of the second part, his executors, heirs and assigns, may take out such policy or policies in their own name, and may pay such taxes, municipal assessments and charges, and the premium or premiums paid therefor, and the sum or sums paid for such taxes, municipal assessments, and insurance premiums as aforesaid, shall bear interest from time of payment, and be added to and collected as part of the said principal sum and in the same manner.

And it is further agreed and understood, that in case default be made at any time in the payment of the principal debt or any installments of principal debt or interest, or in any part thereof, or of any taxes, municipal assessments and charges as aforesaid, shall bear interest from time of payment, and be added to and collected as part of the said principal sum and in the same manner.

And it is further agreed and understood, that in case default be made at any time in the payment of the principal debt or any installment of principal debt or interest, or any part thereof, or of any taxes, municipal assessments, charges or premiums of insurance aforesaid, for thirty (30) days after the same falls due as aforesaid, the whole of the said debt and interest and additions thereto as aforesaid shall at the option of the said party of the second part, his executors, administrators or assigns, become due and payable forthwith; and thereupon an action of mortgage foreclosure as provided by Pennsylvania law, or other appropriate proceedings now or hereafter prescribed by law, may forthwith be commenced and prosecuted to judgment, execution and sale, for the collection of the whole amount of the said debt and interest remaining unpaid, together with all

Image ID: 000003213965 Type: GEN
Page 3 of 4

File 2021-00005961

premiums of insurance, and all taxes, municipal assessments and charges, and all fees, costs and expenses of such proceedings, together with attorney's commission of five per cent of the principal sum. And all errors in said proceedings, together with all stay of or exemption from execution, or extension of time of payment which may be given by an Act or Acts of Assembly now in force, or which may be enacted hereafter, are hereby forever waived and released.

PROVIDED ALWAYS, NEVERTHELESS that if the said party of the first part, his heirs and assigns, does and shall well and truly pay, or cause to be paid unto the said party of the second part, his executors, administrators or assigns, the aforesaid debt or sum of \$36,854.72, on the days and times hereinbefore mentioned and appointed for the payment thereof, together with lawful interest, if any, for the same, and the premiums of insurance aforesaid, taxes, municipal assessments and charges, in like money, in the way and manner hereinbefore specified therefor, without any fraud or further delay and without any deduction, defalcation or abatement to be made, for or in respect of any taxes, charges or assessments whatsoever, that then, and from thenceforth, as well this present Mortgage; and the estate hereby granted, as the said obligation above recited, shall cease, determine and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

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

*Signed, Sealed and Delivered
in the Presence of:*

(SEAL)
Robert W. Murphy

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF MERCER :

On this, the 19 day of May, 2021, before me, the undersigned officer, personally appeared Robert W. Murphy, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
JENNY L LASLOW - Notary Public
Mercer County
My Commission Expires Jun 11, 2023
Commission Number 1193729

(SEAL)
Notary Public

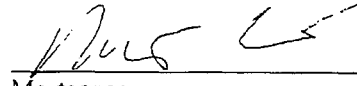


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Page 4 of 4

File **2021-00005961**

We do hereby state that the precise residence and complete post office address of the within named Mortgagee is 134 Dougherty Avenue, Sharon, PA 16146.

Date: May 19, 2021



Mortgagee

LEWIS AND RISTVEY, P.C.
ATTORNEYS AT LAW
689 NORTH HERMITAGE ROAD
P.O. BOX 1024
HERMITAGE, PENNSYLVANIA 16148-1024
(724) 981-8700
FACSIMILE NO. (724) 981-8705



COPY

MICHAEL RISTVEY, JR.
mr ristvey@lewisandr istvey.com

DAVID A. RISTVEY
dr istvey@lewisandr istvey.com

DAVID K. LEWIS, JR.
(1931-1986)

WILLIAM C. KUHN
(1919-2015)

May 5, 2022

***Via E-Mail (susan.dobbins@pacourts.us) and
Regular First Class U.S. Mail***

Susan N. Dobbins, Disciplinary Counsel
Office of Disciplinary Counsel
District 4 Office Reporting Suite 1300
437 Grant Street
Pittsburgh, PA 15219

RE: **Complaint of Robert W. Murphy
File No. C4-22-42
Supplement to Respondent's Position Statement
L&R File No.: 14624**

Dear Ms. Dobbins:

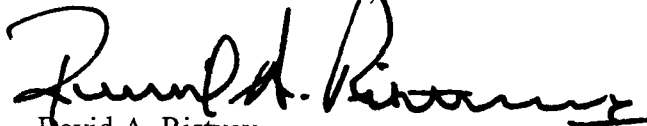
Subsequent to our response to the Office of Disciplinary Counsel's Complaint, I had the occasion to look further into the matter of the notary and various documents being notarized.

I spoke with Jenny Laslow who disputes some aspects of the allegations in the Complaint. Namely, in reviewing this matter with her, she located within her records a copy of Mr. Murphy's driver's license, a copy of which is enclosed herein, which she obtained when she notarized various documents. There would be no reason for Ms. Laslow to have a copy of Mr. Murphy's driver's license except in connection with her notarizing the documents concerning the transaction between my client and Mr. Murphy. We believe the information from Ms. Laslow, including a copy of Mr. Murphy's driver's license, corroborates my client's position that Mr. Murphy was present when Ms. Laslow notarized his signature. Lastly, it would also corroborate the fact that it is Mr. Murphy's signature on the various documents in question.

I ask that you supplement our response with this correspondence and the enclosed. I look forward to hearing from you on this matter.

Very truly yours,

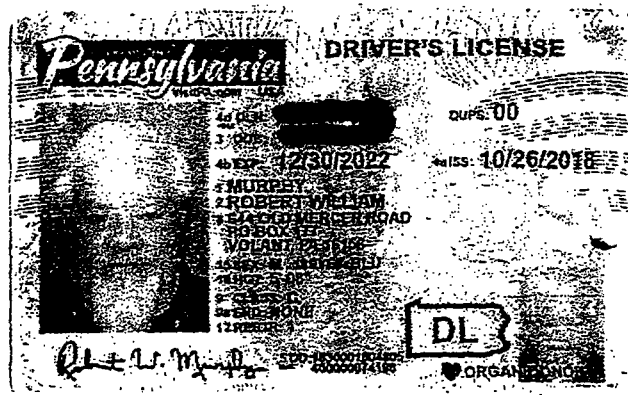
LEWIS AND RISTVEY, P.C.


David A. Ristvey

DAR/kh
Enclosure

cc: Dustin W. Cole, Esquire (via e-mail only)





Karen Handerhan

From: Karen Handerhan
Sent: Thursday, May 5, 2022 12:34 PM
To: susan.dobbins@pacourts.us
Cc: David Ristvey
Subject: Complaint of Robert W. Murphy (No. C4-22-42) - Supplement to Respondent's Position Statement
Attachments: 2022-05-05 COLE Letter to Disciplinary Counsel w-enclosure.pdf

Tracking:	Recipient	Delivery
	susan.dobbins@pacourts.us	
	David Ristvey	Delivered: 5/5/2022 12:34 PM
	dustin@dustinwcole.com	
	7d3eac16+matter1394198736@maildrop.clio.com	

Please see attached correspondence dated May 5, 2022. Will follow by regular U.S. Mail. Thank you.

Karen L. Handerhan
Assistant to David A. Ristvey, Esquire
LEWIS AND RISTVEY, P.C.
689 North Hermitage Road
P. O. Box 1024
Hermitage, PA 16148-1024
Telephone: 724-981-8700
Facsimile: 724-981-8705
khanderhan@lewisandristvey.com

NOTICE: Both Karen L. Handerhan and LEWIS AND RISTVEY, P.C., intend that this message be used exclusively by the addressee(s). This electronic mail transmission may constitute an attorney-client communication that is privileged at law or is otherwise privileged, confidential and exempt from disclosure under applicable law. It is not intended for transmission to, or receipt by, any unauthorized persons and unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please permanently delete it from your system without copying it and notify the sender by reply e-mail so that our address record can be corrected.

Karen Handerhan

From: Microsoft Outlook
To: susan.dobbins@pacourts.us
Sent: Thursday, May 5, 2022 12:34 PM
Subject: Relayed: Complaint of Robert W. Murphy (No. C4-22-42) - Supplement to Respondent's Position Statement

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

susan.dobbins@pacourts.us (susan.dobbins@pacourts.us)

Subject: Complaint of Robert W. Murphy (No. C4-22-42) - Supplement to Respondent's Position Statement

Dustin W. Cole
134 Dougherty Avenue
Sharon, PA 16146

June 2, 2021

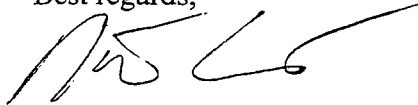
Robert W. Murphy
644 Old Mercer Road
Volant, PA 16156

Dear Mr. Murphy:

Enclosed you will find copies of the deed from your ex-wife and the mortgage you executed, the originals of which were filed today.

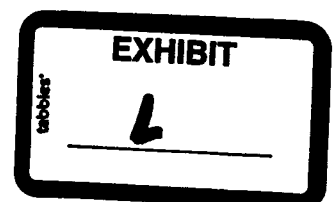
If you have any questions, please let me know.

Best regards,



Dustin Cole

Enclosures



Dustin W. Cole
134 Dougherty Avenue
Sharon, PA 16146

August 16, 2021

Robert W. Murphy
644 Old Mercer Road
Volant, PA 16156

RE: Mortgage (Mercer County, PA No. 2021-5961)

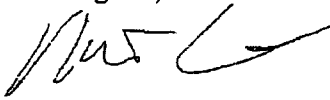
Dear Mr. Murphy:

This letter is in response to your request to extend the time within which you may pay off the above-noted mortgage. As you're aware, the mortgage is due and payable on September 7, 2021.

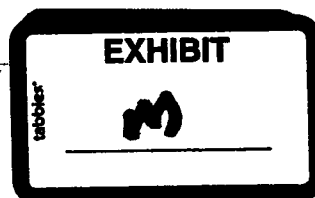
My understanding is that you are in the process of selling the residence located at 25 Edgewood Acres, New Castle, PA 16105 and that your intent is to utilize the proceeds from that sale to satisfy the above-noted mortgage. You have informed me that the closing on the 25 Edgewood Acres property is scheduled to occur on September 14, 2021. To that end, please allow this letter to serve as notice that I have agreed to extend the payment date of the above-noted mortgage to September 21, 2021.

Please let me know if you have any other questions.

Best regards,



Dustin Cole



Dustin W. Cole
134 Dougherty Avenue
Sharon, PA 16146

November 16, 2021

Robert W. Murphy
644 Old Mercer Road
Volant, PA 16156

RE: Mortgage (Mercer County, PA No. 2021-5961)

Dear Mr. Murphy:

As you're aware, the above-noted mortgage was due and payable on September 7, 2021. At your request and in contemplation that you were in the process of closing the sale of your mother's home, the proceeds of which you intended to utilize to satisfy the mortgage, I agreed to extend the payment date of the mortgage until September 21, 2021.

Around that time, you indicated that the sale proceeds were much less than you had anticipated and that you were able to pay the sum of \$25,000.00 to satisfy the mortgage. To that end, I am willing to accept the sum of \$25,000.00 now, as partial payment of the amount due. I will, however, withhold filing a satisfaction of the mortgage until the mortgage is paid in full.

Additionally, when we entered into our agreement, you indicated that you would provide proof of home insurance and proof that I had been added to the insurance as an additional insured. As of today's date, I have received no proof of either.

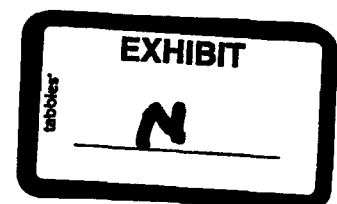
To that end, I am willing to modify our agreement as follows: (1) you must pay to me the sum of \$25,000.00 no later than Wednesday, December 1, 2021; (2) you must provide proof of insurance for the home and proof that I have been added as an additional insured no later than Wednesday, December 1, 2021; and (3) if both of these terms are satisfied, I will extend the time within which you may pay the mortgage in full to August 1, 2022.

Please let me know if you have any questions or, if not, provide the above-noted payment and insurance information as requested.

Best regards,



Dustin Cole



Dustin W. Cole
134 Dougherty Avenue
Sharon, PA 16146

December 3, 2021

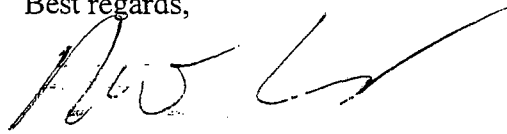
Robert W. Murphy
644 Old Mercer Road
Volant, PA 16156

Dear Mr. Murphy:

I received the voicemail that you left me on December 1, 2021, which was left in response to my letter dated November 16, 2021. I've tried calling you multiple times yesterday and today with no response.

It's important that you understand that I desire to work this situation out with you; I have no interest in taking possession of your property. However, we cannot work anything out if I am not able to speak with you. Please call me at your earliest convenience. If I do not hear from you soon, I will be left with no choice other than to record the deed.

Best regards,

A handwritten signature in black ink, appearing to read 'Dustin Cole', with a long horizontal stroke extending to the right.

Dustin Cole

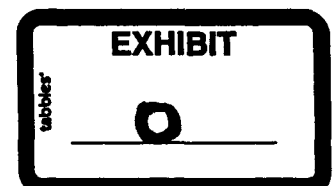


Image ID: 00003271046 Type: GEN
Recorded: 12/08/2021 at 11:35:23 AM
Fee Amt: \$72.25 Page 1 of 4
Mercer County, PA
Dee Dee Zickar Recorder of Deeds
File **2021-00013772**

THIS INDENTURE

MADE the 19th day of May, in the year of our Lord, two thousand twenty one (2021),
between:

ROBERT W. MURPHY, single, of 644 Old Mercer Road, Volant, Mercer County,
Pennsylvania 16156, party of the first part,

AND

DUSTIN W. COLE, married, of 134 Dougherty Avenue, Sharon, Mercer County,
Pennsylvania 16146, party of the second part.

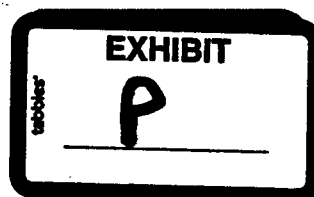
WITNESSETH, that the said party of the first part, for and in consideration of the sum of
ONE AND NO/100 DOLLARS (\$1.00), lawful money of the United States of America unto
him well and truly paid by the said party of the second part, at and before the sealing and
delivery of these presents, the receipt whereof is hereby acknowledged, have granted,
bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents
does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the
second part, his heirs and assigns:

ALL that certain piece or parcel of land in situate in Springfield Township, Mercer County,
Pennsylvania, being further bounded and described as follows:

BOUNDED on the North for 529 feet by land now or formerly of S. F. Ramsey; on the East for
570 feet by land now or formerly of S. F. Ramsey; on the South for 529 feet by land now or
formerly of Edwin D. and Mildred Thompson; and on the West for 570 feet by a public road,
containing 6 acres of land more or less.

BEING the same land conveyed to Robert W. Murphy and Kristen J. Willetts, as joint tenants
with right of survivorship, by Deed of Robert W. Murphy dated July 15, 1992, and recorded
July 15, 1992, at 92 DR 10327; and also by Deed of Kristen J. Willetts fka Kristen J. Murphy
nka Kristen J. Czubiak joined by Michael D. Czubiak, Jr. to Robert W. Murphy dated May 19,
2021, and recorded June 2, 2021, at Instr. #2021-00005960, Recorder's Office of Mercer
County, Pennsylvania.

BEING KNOWN AS 644 Old Mercer Road, Volant, PA 16156



A-1 (Box)

Image ID: 000003271047 Type: GEN
Page 2 of 4

File 2021-00013772

THIS DEED IS AN ABSOLUTE CONVEYANCE FOR A FAIR AND ADEQUATE CONSIDERATION, IN SATISFACTION OF THAT CERTAIN OBLIGATION SECURED BY THE MORTGAGE IN FAVOR OF DUSTIN W. COLE, MARRIED, RECORDED ON JUNE 2, 2021, AT INSTR. #2021-00005961, RECORDER'S OFFICE OF MERCER COUNTY, PENNSYLVANIA.

Party of the first part declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between parties of the first part and party of the second part.

This statement is made for the protection and benefit of the party of the second part, his heirs and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property, and for the benefit of all title insurance companies that insure title to the property.

Pursuant to Section 405 of the Solid Waste Management Act of 1980, 35 P.S. §6018.405, the party of the first part certifies that, to the best of his knowledge, no hazardous waste is presently being disposed of, or has ever been disposed of, on the within-described land.

TOGETHER with all and singular, the said property, improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunder belonging, or in anywise appertaining, and the reversions and remainders, rents issues and profits thereof and all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, in law, equity or otherwise howsoever, of, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said piece or parcel of land, hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, forever.

The said party of the first part, for himself, his heirs, executors and administrators, does by these presents covenant, grant and agree to and with the said party of the second part, his heirs and assigns, that he, the said party of the first part, and his heirs, all and singular the hereditaments and premises hereinabove described and granted or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, against him, the said party of the first part, and his heirs, and against all and every other person or persons whomsoever lawfully claiming, or to claim the same or any part thereof, generally shall and will warrant and forever defend.

Stamp # 2021-054071	Consideration	\$0.00
Loc SPRINGFIELD TWP		Adm N
COMMONWEALTH OF PA		\$0.00
SPRINGFIELD TWP		\$0.00
GROVE CITY SCHOOLS		\$0.00
By : TONYA VECHNAK	Total :	\$0.00

Image ID: 000003271048 Type: GEN
Page 3 of 4

File 2021-00013772

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL; AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

IN WITNESS WHEREOF, the said party of the first part has to these presents set his hand and seal the day and year first above written.

*Signed, Sealed and Delivered
In the Presence of*

Robert W. Murphy (SEAL)
Robert W. Murphy

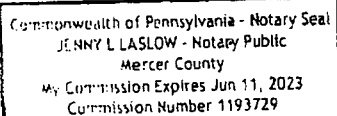
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Mercer :

SS.

ON this, the 19th day of May, 2021, before me, the undersigned officer, personally appeared Robert W. Murphy, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained.

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



Jenny L Laslow (SEAL)
Notary Public

I do hereby certify that the precise residence and complete post office address of the within-named party of the second part is: 134 Daugherty Avenue

Sharon, PA 16146

Date: December 8, 2021

Jenny L Laslow
Attorney/Agent for Party of the Second Part

RE pennsylvania
DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

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: 8

Image ID: 000003271049 Type: GEN
Page 4 of 4

File **2021-00013772****SECTION I TRANSFER DATA**

TART → Date of Acceptance of Document MM/DD/YYYY
05/19/2021

Grantor(s)/Lessor(s) Robert W. Murphy	Telephone Number 724-510-1615	Grantee(s)/Lessee(s) Dustin W. Cole	Telephone Number 724-699-4539
Mailing Address 644 Old Mercer Road		Mailing Address 134 Dougherty Avenue	
City Volant	State PA	City Sharon	State PA
	ZIP Code 16156		ZIP Code 16146

SECTION II REAL ESTATE LOCATION

Street Address 644 Old Mercer Road	City, Township, Borough Volant
County Mercer	School District Grove City
	Tax Parcel Number 29 203 037

SECTION III VALUATION DATAWas transaction part of an assignment or relocation? ☐ YES ☒ NO

1. Actual Cash Consideration 36,854.72	2. Other Consideration +	3. Total Consideration = 36,854.72
4. County Assessed Value 27,750	5. Common Level Ratio Factor x 6.49	6. Computed Value = 180,097.50

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

1a. Amount of Exemption Claimed \$ 100%	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.)

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

Name Dustin Cole	Telephone Number 724-699-4539
Mailing Address 134 Dougherty Avenue	City Sharon
	State PA
	ZIP Code 16146

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

PLEASE SIGN AFTER PRINTING

Date MM/DD/YYYY

12-8-21

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



1830019105

1830019105

Reset Entire Form

TOP OF PAGE

PAGE 1

NEXT PAGE

PRINT

Dustin W. Cole
134 Dougherty Avenue
Sharon, PA 16146

December 8, 2021

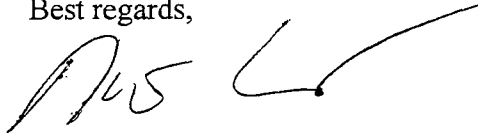
Robert W. Murphy
644 Old Mercer Road
Volant, PA 16156

Dear Mr. Murphy:

Enclosed you will find a copy of the deed that you previously executed, the original of which was recorded today in the Recorder's Office of Mercer County.

Although I desire to work this situation out with you and believe that we can, we will not be able to reach a resolution if you continue to refuse to answer my telephone calls or return them. As I stated in my previous letter and my voicemail of December 6, 2021, please call me at your earliest convenience so we can discuss this matter.

Best regards,

A handwritten signature in black ink, appearing to read 'Dustin Cole', followed by a long horizontal line.

Dustin Cole



Dustin W. Cole
134 Dougherty Avenue
Sharon, PA 16146

December 10, 2021

Robert W. Murphy
644 Old Mercer Road
Volant, PA 16156

Dear Mr. Murphy:

Enclosed you will find a copy of a Complaint in Ejectment, the original of which was filed today. In Pennsylvania, the Sheriff must serve the Complaint on you, so you can expect them to be attempting to do so soon.

As I have previously requested on multiple occasions, please call me so we can discuss this matter.

Best regards,



Dustin Cole

Enclosure



Dustin W. Cole
134 Dougherty Avenue
Sharon, PA 16146

January 11, 2022

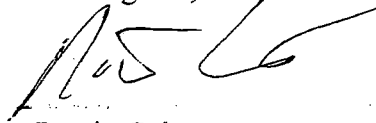
Robert W. Murphy
644 Old Mercer Road
Volant, PA 16156

Dear Mr. Murphy:

My understanding is that the Mercer County Sheriff has been unable to serve you with the Complaint in Ejectment that I previously forwarded to you. To that end, enclosed you will find a copy of a Motion for Service by Publication, the original of which was filed this morning with the court.

I'm at a loss as to why you will not reach out to me to potentially resolve this matter. Although I don't believe you will do so, I ask that you please call me to discuss this matter.

Best regards,



Dustin Cole

Enclosure



File No./Escrow No.:

2021-135-136-031

Print Date & Time:

9/15/2021 11:25:18 AM

Officer/Escrow Officer:

Reed D. Hennon, Attorney at Law

Settlement Location:

Reed D. Hennon, Attorney at Law, 224 W. Northview Avenue , New Castle, PA 16105

Reed D. Hennon, Attorney at Law

224 W. Northview Avenue

New Castle, PA 16105

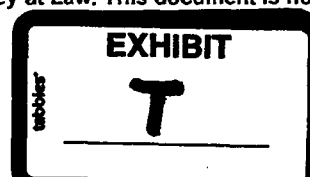
Property Address: 25 Edgewood Acres, New Castle, PA, 16105**Buyer(s):** Donald L McManis**Seller(s):** Robert W Murphy**Lender:** Union Savings Bank**Loan No.:** 9321081201**Settlement Date:** 09/15/2021**Disbursement Date:** 09/16/2021

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Financial		
	87,500.00	Sales Price	87,500.00	
		Deposit		500.00
		Loan Amount from Union Savings Bank		83,125.00
		Prorations/Adjustments		
	66.79	City/Town Taxes 09/15/21 to 12/31/21	66.79	
	194.72	County Taxes 09/15/21 to 12/31/21	194.72	
	1,088.85	School Taxes 09/15/21 to 06/30/22	1,088.85	
2,550.00		Seller Credit		2,550.00
500.00		Deposit		
		Loan Charges		
		Application Fee to , POC-B, \$450.00		
		Prepaid Interest(\$6.83 per day from 9/16/21 to 10/1/21)	102.45	
		Other Loan Charges		
		Lender Credits		600.00
		Impounds		
		Homeowner's Insurance\$75.36 per month for 3 mo.	226.08	
		Mortgage Insurance\$31.17 per month for 2 mo.	62.34	

This is a summary of the closing transaction prepared by Reed D. Hennon, Attorney at Law. This document is not intended to replace the "Closing Disclosure" form.

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Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Property Taxes\$53.74 per month for 7 mo.	376.18	
		City Property Tax\$18.43 per month for 8 mo.	147.44	
		School District\$112.31 per month for 4 mo.	449.24	
		Aggregate Adjustment		419.42
		Title Charges & Escrow/Settlement		
		Title - Closing Services Letter to First American Title	125.00	
		Title - Lender Title Insurance to First American Title	924.68	
		Title - Owner's Title Insurance (Optional) to First American Title	25.08	
		Government Recording and Transfer Charges		
		Recording Fees: Deed	106.75	
		Recording Fees: Mortgage	148.75	
		Realty Transfer Tax to Recorder of Deeds	875.00	
875.00		Realty Transfer tax to Recorder of Deeds		
		Payoff(s)		
37,346.20		Payoff of First Mortgage Loan		
		Miscellaneous		
		Appraisal Fee to Castle Appraisals	300.00	
		Credit Report to CBC Innovis	37.25	
		Flood Certification to FZDS	5.50	
		Lender Documentation Prep Fee to Accurate Doc	125.00	
		Title - Certification Fee to County Treasurer	10.00	
		Title - Certification Fee to Neshannock Sewer Department	20.00	
		Title - Certification Fee to Neshannock Tax Collector	15.00	
		Title - Certification Fee to Tax Claim Bureau	5.00	
		Title - Certification Fee to New Castle Sanitation Authority	25.00	
		Title - Document Preparation Fee to Reed D. Hennon, Attorney at Law	275.00	
		Title - Endorsement Fee to First American Title Insurance Co.	300.00	

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Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Title - Overnight Courier Fee to UPS	28.54	
		Title - Overnight Courier Fee to UPS	64.44	
		Title - Settlement Fee to Reed D. Hennon, Attorney at Law	225.00	
		Title - Wire Transfer Fees to Huntington National Bank	90.00	
		Homeowner's Insurance Premium to Allstate	904.34	
5,528.35		2019 & 2020 Delinquent Taxes to Tax Claim Bureau		
723.88		2021 County Taxes to County Treasurer		
1,375.19		2021 School Taxes to Neshannock Tax Collector		
248.29		2021 Township Taxes to Neshannock Tax Collector		
		Broker Fee (Buyer Side) to Keller Williams Realty	200.00	
350.00		Broker Fee (Seller Side) to Keller Williams Realty		
225.00		Deed Preparation to Reed D. Hennon, Attorney at Law		
35.00		Disbursement Fee to Reed D. Hennon, Attorney at Law		
1,367.79		Final Sewer Bill to New Castle Sanitation Authority		
4,597.00		Real Estate Commission Balance to Keller Williams Realty		
		Subtotals		
		Due From Buyer		7,855.00
33,128.66		Due To Seller		
88,850.36	88,850.36	Totals	95,049.42	95,049.42




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Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We / I authorize Reed D. Hennon, Attorney at Law to cause the funds to be disbursed in accordance with this statement.

SELLER(S)**BUYER(S)**
Robert W. Murphy
Donald L. McManis
Escrow Officer: Reed D. Hennon, Attorney at Law

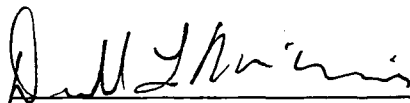
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Acknowledgement

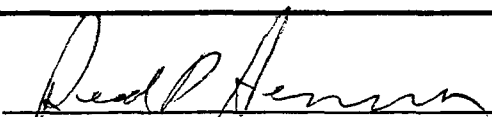
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We / I authorize Reed D. Hennon, Attorney at Law to cause the funds to be disbursed in accordance with this statement.

SELLER(S)

Robert W Murphy**BUYER(S)**

 09/15/2021

Donald L McManis


Escrow Officer: Reed D. Hennon, Attorney at Law

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2021-135-136-031

9/13/2021 3:00:44 PM

MERCER COUNTY TAX CLAIM BUREAU
COURT HOUSE
3 COURT HOUSE
MERCER PA 16137

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
EBENSBURG PA
PERMIT NO. 303

ADDRESS SERVICE REQUESTED

29 203 037

DELINQUENT TAX NOTICE ENCLOSED
2547

On line payment may be made using
Visa, Master Card or Discover at:
<https://www.paylocalgov.com/mercercounty-pa/>

Use the Web ID shown below.
The LAST day to pay 2020 or prior years taxes
by Credit Card is August 31, 2022. No credit
cards accepted over the phone.

WEB ID: 029006120



*****AUTO**SCH 5-DIGIT 16114 2547 1 AV 0.426

COLE, DUSTIN W
134 DOUGHERTY AVE
SHARON PA 16146-3803



029006120

MERCER COUNTY TAX CLAIM BUREAU
3 MERCER COUNTY COURTHOUSE

MERCER, PA 16137

PHONE 724 662-3800

03/08/2022

DELINQUENT TAX REMINDER LETTER

Map Number / Desc

29 203 037
644 OLD MERCER RD HS ATTGR

Control Number

29 6120

SPRINGFIELD TWP
644 OLD MERCER RD

DESCRIPTION	MARCH 2022 AMOUNT DUE
2021 REAL ESTATE TAXES	\$2,921.49
2020 REAL ESTATE TAXES	\$3,151.88
PRIOR YEARS REAL ESTATE TAXES	\$4,488.15
TOTAL TAXES DUE	\$10,561.52

ATTENTION: THE AMOUNT DUE LISTED ABOVE IS IF PAID BY MARCH 31, 2022.
PAYMENTS RECEIVED AFTER MARCH 08, 2022 MAY NOT BE REFLECTED IN AMOUNT DUE

THE PROPERTY LISTED ABOVE HAS BEEN RETURNED TO THE MERCER COUNTY TAX CLAIM BUREAU FOR NON-PAYMENT OF REAL ESTATE TAXES. TO AVOID ADDITIONAL INTEREST, FEES AND COSTS, PLEASE MAIL PAYMENT TO THE MERCER COUNTY TAX CLAIM BUREAU, 3 COURTHOUSE, MERCER, PA 16137 BY MARCH 31, 2022.

NO PERSONAL CHECKS WILL BE ACCEPTED AFTER MAY 31, 2022 FOR PAYMENT OF 2020 AND PRIOR YEARS TAXES. PLEASE INCLUDE YOUR CONTROL NUMBER OR WEB ID ON ANY CORRESPONDENCE. INCLUDE A SELF ADDRESSED STAMPED ENVELOPE FOR PAID RECEIPT. TELEPHONE: 724-662-3800 EXT 2228, 2229, 2232 OR 2233.

WE DO NOT ACCEPT CREDIT OR DEBIT CARDS OVER THE PHONE

ON LINE PAYMENT MAY BE MADE AT: <https://www.paylocalgov.com/mercercounty-pa/>



BEFORE THE DISCIPLINARY BOARD OF THE
SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, :
:
Petitioner :
:
v. : No. 10 DB 2023
:
DUSTIN WILLIAM COLE, : Attorney Registration No. 308109
:
Respondent : (Mercer County)

CERTIFICATE OF SERVICE

I, David A. Ristvey, counsel for the Respondent, Dustin William Cole, hereby certify that I served a copy of the foregoing ***Respondent's Answer to Petition for Discipline with Request for Hearing on Mitigation*** on the following counsel of record via regular First Class United States Mail, postage prepaid:

Susan N. Dobbins, Disciplinary Counsel
The Disciplinary Board of
The Supreme Court of Pennsylvania
Office of Disciplinary Counsel
District IV Office
Frick Building, Suite 1300
437 Grant Street
Pittsburgh, PA 15219

Respectfully submitted,
LEWIS AND RISTVEY, P.C.

By: 

David A. Ristvey
Attorney for Respondent, Dustin William Cole
689 North Hermitage Road
P. O. Box 1024
Hermitage, PA 16148-1024
Phone: 724-981-8700
Facsimile: 724-981-8705

Date: Feb. 13 2023