

00-442-CD  
TEDDY J. HOLT, SR. etal -vs- HAROLD B.F. WILLIAMS etal

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

⑨ TEDDY J. HOLT, SR. and ⑤ JOANN HOLT, :  
Plaintiffs :

vs. :

④ HAROLD B. E. WILLIAMS and ④ MONICA, :  
WILLIAMS, :  
Defendants :

NO. 1 -CD

00-442-CD

Type of Pleading: Complaint

Filed on behalf of : Teddy J. Holt, Sr.  
and Joann Holt

Counsel of Record for this party:

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

900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

**FILED**

APR 14 2000

William A. Shaw  
Prothonotary

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

TEDDY J. HOLT, SR. and JOANN HOLT,	:		
Plaintiffs	:		
	:		
vs.	:	NO.	-CD
	:		
HAROLD B. E. WILLIAMS and MONICA,	:		
WILLIAMS,	:		
Defendants	:		

**NOTICE**

TO DEFENDANTS:

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

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

Office of the Court Administrator  
Clearfield County Courthouse  
One North Second Street  
(814) 765-2641 (ext. 5982)

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

TEDDY J. HOLT, SR. and JOANN HOLT,	:		
Plaintiffs	:		
	:		
vs.	:	NO.	-CD
	:		
HAROLD B. E. WILLIAMS and MONICA,	:		
WILLIAMS,	:		
Defendants	:		

**COMPLAINT**

AND NOW, comes the Plaintiffs, Teddy J. Holt, Sr. and Joann Holt, by and through their attorney, The Hopkins Law Firm, and says:

1. The Plaintiffs, Teddy J. Holt, Sr. and Joann Holt, are adult individuals residing at R.D. #3, Box 142A, Clearfield, Pennsylvania 16830.

2. Defendant, Harold B. E. Williams is an adult individual residing at 132 Clubhouse Road, Delta, Pennsylvania 17314.

3. Defendant, Monica Williams, is an adult individual residing in Curwensville, Pennsylvania 16833.

4 At all times mentioned herein, Defendants were and still are the owners of real property set forth on Exhibit "A".

5. On December 28, 1999, Plaintiffs and Defendants entered into a written agreement for the sale of the premises in which Plaintiffs agreed to buy the property and Defendants agreed to sell the property. Plaintiffs and Defendants agreed the purchase price would equal the current loan against the said property to FNB Bank of DuBois, Pennsylvania.

The payoff of the said loan is \$25,117.95. A copy of the Agreement of Sale is attached hereto marked as Exhibit "B".

6. Since the execution of the Agreement of Sale, Plaintiffs have always been and are now ready and willing to comply with all the terms of the Agreement of Sale.

7. In anticipation of completing performance under the Agreement of Sale, Plaintiffs have made arrangements for closing at the Hopkins Law Firm and so notified the Defendants. The Hopkins Law Firm prepared and sent a deed to the Defendant for proper execution.

8. Defendants have fully failed to keep or perform their part of the Agreement of Sale by failing to execute the deed at the agreed upon price.

9. The Plaintiffs have formerly tendered to FNB the entire payoff amount in the sum of \$25,117.95 and asked Defendants to execute the deed.

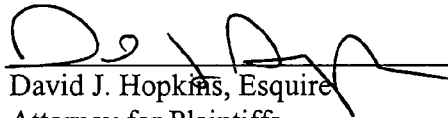
10. Defendants have refused to execute the deed stating they have changed their minds and they would not perform their contract.

WHEREFORE, Plaintiffs' demand Defendants be ordered to specifically convey by good and sufficient deed in the form set forth on Exhibit "C" the property set forth on Exhibit "A" to the Plaintiffs, for the agreed upon purchase price and for such other general relief as may be just and proper.

**DEMAND FOR JURY TRIAL**

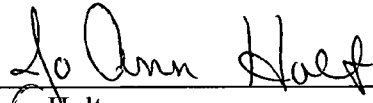
Plaintiffs demand a trial by twelve jurors on all issues presented herein.

Respectfully submitted,

  
David J. Hopkins, Esquire  
Attorney for Plaintiffs

VERIFICATION

With full understanding that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities, I verify that the statements made in this pleading are true and correct.

  
\_\_\_\_\_  
Joann Holt

Dated: April 14, 00

VERIFICATION

With full understanding that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities, I verify that the statements made in this pleading are true and correct.

Teddy J Holt Sr.  
Teddy J Holt, Sr.

Dated: 4-14-00

**This Indenture** Made the **Vol 1917 PAGE 01**  
**May** in the year of our Lord one thousand nine hundred and **20th** day of  
 (1912)

**Between** Harold B.E. Williams and Harold E. Williams

(hereinafter called the Grantors), of the one part, and

Harold B.E. Williams

(hereinafter called the Grantee), of the other part,

**Witnesseth** That the said Grantors

for and in consideration of the sum of  
 One Dollar (\$1.00) ----- lawful  
 money of the United States of America, unto them well and truly paid by the said Grantee,  
 at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have  
 granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and  
 sell, release and confirm unto the said Grantee his heirs and assigns, as joint tenant  
 with the right of survivorship and not as tenants in common.

ALL THAT CERTAIN piece, parcel or tract of land situate in the Township of Pike,  
 County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin, said iron pin being located in the Western property line  
 of the larger parcel of land of which this is a part and in the center of Pennsylvania,  
 State Highway Route 17114; thence along the center line of Route 17114, South eighty-  
 seven (87) degrees five (5) minutes East three hundred eighty-three and five-tenths  
 (383.5) feet to an iron pin; thence along remaining land of the said Mary E. Smith  
 Estate, South two (2) degrees fifteen (15) minutes West four hundred eighty-four  
 and two-tenths (484.2) feet to an iron pin, said iron pin being located in the  
 center of the right-of-way of the Beech Creek Railroad; thence along the center  
 line of the Beech Creek Railroad right-of-way, North eighty-six (86) degrees fifty-  
 seven (57) minutes West three hundred eighty-three and five-tenths (383.5) feet  
 to an iron pin, said iron pin being located in the Western property line of the  
 larger parcel of land of which this is a part; thence along the land of Roy Mays,  
 North two (2) degrees fifteen (15) minutes East four hundred eighty-three and four-  
 tenths (483.4) feet to the iron pin in place of beginning; CONTAINING 3.824 Acres  
 net. A survey plot of said land is recorded in Deed Book 580, page 30.

EXCEPTING AND RESERVING all the oil, gas, fire clay, coal and other minerals upon,  
 in and under the above described premises together with such development, mining,  
 drilling and operating rights as are reasonable and customary for the development  
 mining; drilling, operating and removal of same, not, however, including the right  
 to use open pit mining methods, with release of damages for all damages caused  
 to the surface of said land or any buildings or structures thereon resulting from  
 the use of the rights aforesaid.



FURTHER EXCEPTING AND RESERVING from the above described premises all of the silver as reserved in deed of Catherine E. Farnsworth to Mrs. Lena A. Tuner by deed dated October 18, 1901, of record in the Office for the Recording of Deeds in Clearfield County in Deed Book Volume 120, page 223.

BEING THE SAME PREMISES which *Harold B. E. Williams & Harold E. Williams* by Deed dated the 19<sup>th</sup> day of *March*, 1990, and recorded in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book 1332, Page 338, granted and conveyed unto Harold B.E. Williams and Harold E. Williams

This is a conveyance from father and son to son and is therefore exempt from transfer tax.

**Together** with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise 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 grantor, as well at law as in equity, of, in, and to the same.

**To have and to hold** the said lot or piece of ground described

and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, to and for the only proper use and behoof of the said Grantee, his heirs and assigns forever.

**And** the said Grantors, their

heirs,

executors and administrators do covenant, promise and agree, to and with the said Grantee, his heirs and assigns, by these presents, that they the said Grantors and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against them the said Grantors and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them, him or any of them, shall and will

WARRANT and forever DEFEND.

In Witness Whereof, the parties of the first part

their hands and seals. Dated the day and year first above written.

hereunto set

Scaled and Delivered  
IN THE PRESENCE OF US:

Notarial Seal  
Joannie C. Humberson, Notary Public  
Lawrence Twp., Clearfield County  
My Commission Expires May 1, 1999  
Member, Pennsylvania Association of Notaries



*Harold B.E. Williams*  
HAROLD B.E. WILLIAMS

HAROLD E. WILLIAMS

*Harold E. Williams*

SEAL

SEAL

SEAL

*Joannie C. Humberson*  
Feb 21, 1996

VOL 1917 PAGE 04

Commonwealth of Pennsylvania  
County of Bucks

On this, the 20<sup>th</sup> day of May, 1992, before me, a Notary Public for  
the Commonwealth of Pennsylvania, residing in the

the undersigned Officer,  
personally appeared, Harold B.E. Williams & Harold E. Williams

known to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within  
instrument, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

Katherine L. Stewart  
Notary Public

Notary Public  
Katherine L. Stewart, Notary Public  
My Comm. Expires 12/31/93  
Member, Pennsylvania Association of Notaries

NOTAR

DEED.

HAROLD B.E. WILLIAMS and  
HAROLD E. WILLIAMS

TO

HAROLD B.E. WILLIAMS

1987  
John G. Clark Co., Phila.  
1505

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

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 10:55am 3-23-98  
BY Karen L. Starck  
FEES 12.50  
Karen L. Starck, Recorder



Karen L. Starck  
Karen L. Starck  
Recorder of Deeds

The address of the above-named Grantee  
is R.D. 1 BOX 45A  
Olanta, PA 16863  
On behalf of the Grantee

Entered of Record 3-23 19 98 10:55am Karen L. Starck, Recorder

## GENERAL AGREEMENT

THIS AGREEMENT made this 28<sup>TH</sup> day of DECEMBER, 1990.

by and between HAROLD WILLIAMS & MONICA WILLIAMS

(First Party) and TEDDY J. HOLT SR & JO ANN HOLT

(Second Party).

**WITNESSETH:** That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated, the said party of the first part does hereby covenant and agree that it shall:

I.

HAROLD AND MONICA WILLIAMS, OF OLANTA, PA 16863  
GIVE UP ANY AND ALL RIGHTS TO THE SAID PROPERTY LOCATED  
AT R D 1, OLANTA, PA 16863, CLEARFIELD COUNTY, TO TEDDY  
J. AND JO ANN HOLT, OF R D 3 BOX 142A, CLEARFIELD, PA  
16830, CLEARFIELD COUNTY, WHO WILL BE RESPONSIBLE FOR  
ANY AND ALL REPAIRS, UTILITIES, TAXES AND PAYING OFF THE  
CURRENT LOAN AGAINST THE SAID PROPERTY.

II. And said party of the second part covenants and agrees that it shall:

III. Other terms to be observed by and between the parties:

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the State of PA. This is the entire agreement.

Signed the day and year first above written.

Signed in the presence of:

<u>Kathy M. Taylor</u>	X <u>Harold Will</u>
<u>Kathy M. Taylor</u>	O <u>Mari L. White</u>
<u>Kathy M. Taylor</u>	X <u>John S. White Sr</u>
<u>Kathy M. Taylor</u>	O <u>John Doe</u>
	First Party
	Second Party

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

1-300 Kathy M. Taylor

Notarial Seal  
Kathy M. Taylor, Notary Public  
Bradford Twp., Clearfield County  
My Commission Expires July 20, 2003  
Member, Pennsylvania Association of Notaries

## THIS DEED,

MADE the \_\_\_\_ day of April, in the year two thousand (2000)

BETWEEN HAROLD B. E. WILLIAMS, of 132 Clubhouse Road, Delta, Pennsylvania 17314 and MONICA WILLIAMS, his wife, of Curwensville, Pennsylvania 16833, hereinafter referred to as Grantor;

A  
N  
D

TEDDY J. HOLT, SR. and JOANN HOLT, husband and wife, whose address is R. d. 3, Box 142A, Clearfield, Pennsylvania 16830, as tenants by the entireties, hereinafter referred to as Grantee;

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

WITNESSETH, That in consideration of TWENTY FIVE THOUSAND ONE HUNDRED SEVENTEEN DOLLARS and NINETY FIVE CENTS (\$25,117.95) in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees.

ALL that certain piece, parcel or tract of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin, said iron pin being located in the Western property line of the larger parcel of land of which this is a part and in the center of Pennsylvania State Highway Route 17114;

THENCE along the centerline of Route 17114, South eighty-seven (87) degrees five (5) minutes East three hundred eighty-three and five-tenths (383.5) feet to an iron pin;

THENCE along remaining land now or formerly of the said Mary E. Smith Estate, South two (2) degrees fifteen (15) minutes West four hundred eighty-four and two-tenths (484.2) feet to an iron pin, said iron pin being located in the center of the right-of-way of the Beech Creek Railroad;

THENCE along the center line of the Beech Creek Railroad right-of-way, North eighty-six (86) degrees fifty-seven (57) minutes West three hundred eighty-three and five-tenths (383.5) feet to an iron pin, said iron pin being located in the Western property line of the larger parcel of land of which this is a part;

THENCE along the land now or formerly of Roy Mays, North two (2) degrees fifteen (15) minutes East four hundred eighty-three and four-tenths (483.4) feet to the iron pin and place of beginning;

CONTAINING 3.824 Acres net. A survey plot of said land is recorded in Deed Book 580, page 30.

EXCEPTING AND RESERVING all the oil, gas, fire clay, coal and other minerals upon, in and under the above described premises together with such development, mining, drilling and operating rights as are reasonable and customary for the development, mining, drilling, operating and removal of same, not, however, including the right to use open pit mining methods, with release of damages for all damages caused to the surface of said land or any buildings or structures thereon resulting from the use of the rights aforesaid.

FURTHER EXCEPTING AND RESERVING from the above described premises all of the silver as reserved in deed of Catherine E. Farnsworth to Mrs. Lena A. Toner by deed dated October 18, 1901, of record in the Office for the Recording of Deeds in Clearfield County in Deed Book Volume 120, page 223.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to Harold B. E. Williams by deed of Harold B. E. Williams and Harold E. Williams, dated May 20, 1992 and recorded in Clearfield County Deed and Records Book 1917, page 01.

IDENTIFIED AS TAX PARCEL NO. 126-I11-61.1

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

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

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

\_\_\_\_\_  
HAROLD B. E. WILLIAMS {Seal}

\_\_\_\_\_  
MONICA WILLIAMS {Seal}

Commonwealth of Pennsylvania )  
:ss:  
County of \_\_\_\_\_ )

On this, the \_\_\_\_ day of April, 2000, before me, the undersigned officer, personally appeared HAROLD B. E. WILLIAMS, a married individual, known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

My Commission Expires: \_\_\_\_\_  
Notary Public



Commonwealth of Pennsylvania

)

**:SS:**

County of \_\_\_\_\_

)

On this, the \_\_\_\_ day of April, 2000, before me, the undersigned officer, personally

appeared MONICA WILLIAMS, a married individual, known to me (or satisfactorily proven) to

be the persons whose name is subscribed to the within instrument, and acknowledged that she

executed the same for the purpose therein contained.

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

My Commission Expires: \_\_\_\_\_

**Notary Public**

**Notary Public**

FILED

*for*

APR 14 2000

01/07/3

William A. Shaw

*cc - City of  
City of Hopedale \$80.00*

DAVID J. HOPKINS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOLT, TEDDY J. SR. & JOANN

00-442-CD

VS

WILLIAMS, HAROLD B.E.

COMPLAINT

SHERIFF RETURNS

NOW APRIL 19, 2000 AT 9:25 AM DST SERVED THE WITHIN  
COMPLAINT ON HAROLD B.E. WILLIAMS, DEFENDANT AT (OTHER)  
CLEARFIELD COUNTY JAIL, 410 21ST ST., CLEARFIELD, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO HAROLD B.E. WILLIAMS A  
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE  
KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

19.33 SHFF. HAWKINS PAID BY: ATTY

10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

3<sup>rd</sup> DAY OF MAY 2000  
[Signature]

SO ANSWERS,

Chester A. Hawkins  
by Maury Harris  
CHESTER A. HAWKINS  
SHERIFF

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

FILED

MAY 03 2000

3:45

William A. Shaw  
Prothonotary

[Signature]

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

TEDDY J. HOLT, SR. and JOANN HOLT, :  
Plaintiffs :  
vs. : NO. 00-442-CD  
HAROLD B. E. WILLIAMS and MONICA :  
WILLIAMS, :  
Defendants. :

**MOTION FOR JUDGMENT AND APPOINTMENT OF ATTORNEY IN FACT**

AND NOW, comes Plaintiffs, Teddy J. Holt, Sr. and Joann Holt, by and through their attorney, David J. Hopkin, Esquire, and says as follows:

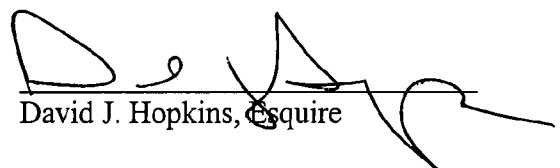
1. Plaintiffs filed a Complaint for Specific Performance against the above named Defendants and said Complaint was served upon Harold B. E. Williams by the Sheriff of Clearfield County on April 19, 2000.

2. Harold B. E. Williams has not answered the Complaint notwithstanding Plaintiffs' service of a 10 day notice pursuant to Pa.R.C.P. 237.

3. On May 31, 2000, a default judgment was entered against Defendant, Harold B. E. Williams.

4. The Plaintiffs now move the Court to enter an Order naming Plaintiffs' attorney, David J. Hopkins, Esquire, as the attorney in fact/agent for Harold B. E. Williams for the purpose of executing a deed from Harold B. E. Williams to Plaintiffs for the property described in Plaintiffs' Complaint for consideration of \$25,117.95 as set forth in Plaintiffs' Complaint.

Respectfully submitted,

  
David J. Hopkins, Esquire

**FILED**

JUN 01 2000

W. A. Shaw  
Prothonotary

FILED

JUN 11 2000

Prothonotary

2 cc  
Amy Hopkins

2 cc

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

TEDDY J. HOLT, SR. and JOANN HOLT,  
Plaintiffs

vs.

NO. 00-442-CD

HAROLD B. E. WILLIAMS and MONICA,  
WILLIAMS,  
Defendants

Type of Pleading: Praeipie for Default  
Judgment

Filed on behalf of : Teddy J. Holt, Sr.  
and Joann Holt

Counsel of Record for this party:

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

900 Beaver Drive  
DuBois, Pennsylvania 15801

(814) 375-0300

**FILED**

JUN - 2 2000

**William A. Shaw**  
**Prothonotary**


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

TEDDY J. HOLT, SR. and JOANN HOLT,	:	
Plaintiffs	:	
	:	
vs.	:	NO. 00-442-CD
	:	
HAROLD B. E. WILLIAMS and MONICA	:	
WILLIAMS,	:	
Defendants.	:	

**PRECIPE TO ENTER DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiffs, Teddy J. Holt, Sr. and Joann against Defendant Harold B. E. Williams for failure to file within the required time in answer to a Complaint which contained a Notice to Defend.

  
David J. Hopkins, Esquire  
Attorney for Plaintiffs

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

TEDDY J. HOLT, SR. and JOANN HOLT, :  
Plaintiffs :

vs. :

NO. 00-442-CD

HAROLD B. E. WILLIAMS and MONICA :  
WILLIAMS, :  
Defendants. :

TO: Harold B.E. Williams  
132 Clubhouse  
Delta, PA 17314

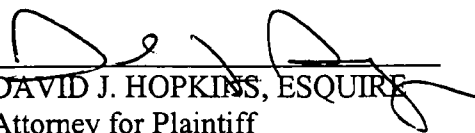
DATE OF NOTICE: May 9, 2000

**IMPORTANT NOTICE**

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

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

Office of the Court Administrator  
Clearfield County Courthouse  
One North Second Street  
Clearfield, Pennsylvania  
(814) 765-2641

  
DAVID J. HOPKINS, ESQUIRE  
Attorney for Plaintiff  
Supreme Court No. 42519  
900 Beaver Drive  
DuBois, PA 15801  
(814) 375-0300



DAVID J. HOPKINS

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOLT, TEDDY J. SR. & JOANN

00-442-CD

VS

WILLIAMS, HAROLD B.E.

COMPLAINT

SHERIFF RETURNS

NOW APRIL 19, 2000 AT 9:25 AM DST SERVED THE WITHIN  
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COUNTY, PENNSYLVANIA BY HANDING TO HAROLD B.E. WILLIAMS A  
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE  
KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

19.33 SHFF. HAWKINS PAID BY: ATTY  
10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

SO ANSWERS,

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2000

\_\_\_\_\_

CHESTER A. HAWKINS  
SHERIFF

**FILED**  
012:48pm  
JUN - 2 2000

**William A. Shaw**  
**Prothonotary**

1 cc to Atty. Hopkins  
pd. 20 ck  
Notice to ~~file~~ ~~attention~~


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

TEDDY J. HOLT, SR. and JOANN HOLT,	:	
Plaintiffs	:	
	:	
vs.	:	NO. 00-442-CD
	:	
	:	
HAROLD B. E. WILLIAMS and MONICA,	:	
WILLIAMS,	:	
Defendants	:	

**JUDGMENT NOTICE**

TO: Harold B. E. Williams

Please take note that judgment has been entered against you on the issue of ownership or other property rights in the above captioned matter.

 06/02/00  
\_\_\_\_\_  
Prothonotary

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

TEDDY J. HOLT, SR. and JOANN HOLT,  
Plaintiffs

vs.

NO. 00-442-CD

HAROLD B. E. WILLIAMS and MONICA  
WILLIAMS,

Defendants.

ORDER

AND NOW, this 6 day of June, 2000, it appearing that service of a Complaint for Specific Performance in the above stated action was served upon Defendant, Harold B. E. Williams, by Sheriff on April 19, 2000, and a 10 day notice was mailed on May 9, 2000, and that no answer or appearance has been filed to said action, and judgment having been entered against Harold B. E. Williams by default, and on Motion of David J. Hopkins, Esquire, it is hereby ORDERED and DECREED:

1. David J. Hopkins, Esquire, is hereby appointed as attorney in fact/agent for the Defendant, Harold B. E. Williams, for the limited purpose of executing a special warranty deed for the property set forth in Plaintiff's Complaint to Plaintiff showing consideration of \$25,117.95.

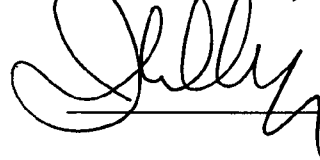
2. A certified copy of this Order shall be recorded in the Office of the Recorder of Deeds in Clearfield County, Pennsylvania.

**FILED**

JUN 06 2000

William A. Shaw  
Prothonotary

BY THE COURT,



JUDGE

FILED

JUN 06 2000

011:2412ccatty Hopkirk  
William A. Shaw  
Prothonotary

(K88)