

00-1144-CD
STANLEY C. GEORGEK, JR. et ux -vs- RICHARD JOHN BLOSE et ux

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE
Defendants

IN EJECTMENT

No. 00-1144-CJ

Type of pleading:

**COMPLAINT IN CONFESSION
OF JUDGMENT**

Filed on behalf of:

PLAINTIFFS

Counsel of record for
this party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Gujido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

814-371-7768

FILED

SEP 14 2000

William A. Shaw
Prothonotary

FILED 2 SC Sh ff
OCT 10 1980
M&EP 14 2000 Atty/od.
William A. Shaw
Prothonotary
80.00

HANAK, GUIDO and TALADAY
LAW OFFICES

498 Jeffers Street, P.O. Box 487
DuBois, Pennsylvania 15801

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
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STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

No.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE
Defendants

IN EJECTMENT

**NOTICE UNDER RULE 2973.2 OF
JUDGMENT AND EXECUTION**

Notice of Defendants' Rights

TO Richard John Blose
Karen Elizabeth Blose
1531 Treasure Lake
DuBois, PA 15801

A judgment for possession of real property has been entered against you and in favor of the Plaintiffs without prior notice and hearing based on a confession of judgment, contained in an Installment Land Contract allegedly executed by you. The Sheriff may remove you from the property at any time after thirty days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your being removed from the property. ANY PETITION SEEKING RELIEF FROM THE JUDGMENT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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.

Court Administrator
Clearfield County Courthouse
Second Floor
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

No.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE
Defendants

IN EJECTMENT

COMPLAINT IN CONFESSION OF JUDGMENT

AND NOW, come the Plaintiffs and file this Complaint in
Confession of Judgment pursuant to Pa. R.C.P. 2970 et seq., and Pa. 2952 et
seq.

1. The Plaintiffs are Stanley C. Georgek, Jr. and Connie D. Georgek, husband and wife, of 1521 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
2. The Defendants are Richard John Blose and Karen Elizabeth Blose, husband and wife, of 1531 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
3. Attached hereto is a true and correct copy of an Installment Land Contract wherein Defendants purchased residential real estate from Plaintiffs on an installment basis.
4. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction. Confession is not being entered against a natural person in connection with a residential lease.

5. The property is described per the instrument as follows:

All that certain tract of land designated as Section 1, Lot 116 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

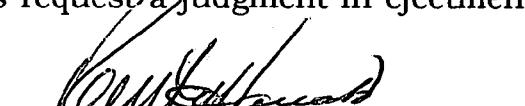
6. There have been no assignments of the instrument which is attached hereto and which authorizes the confession of judgment.

7. Judgment has not been entered on the instrument in any other jurisdiction.

8. Judgment may be entered after default or occurrence of a condition precedent. In the instant case, Defendants have not paid the 1999 real estate taxes in the amount of \$1,506.55, which amount has been paid by the Plaintiffs. Defendants have been given notice and right to cure by letter to Defendants dated December 14, 1999. Defendants have not cured the defect or paid the amount of the taxes.

9. Plaintiffs demand a judgment in ejectment against the named Defendants and for recovery of the real estate described in the real estate, and Plaintiffs have filed with this Complaint the Confession of Judgment pursuant to Pa. R.C.P. No. 2974.

WHEREFORE, Plaintiffs request a judgment in ejectment.



Robert M. Hanak
Attorney for Plaintiffs

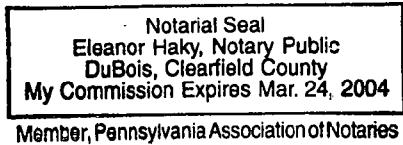
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :
SS :

STANLEY C. GEORGEK, JR., being duly sworn according to law,
deposes and says that the facts set forth in the foregoing COMPLAINT are
true and correct to the best of his knowledge, information and belief.

Stanley C. Georgek Jr.
Stanley C. Georgek, Jr.

Sworn to and subscribed
before me this 12th day
of September, 2000.

Eleanor Haky



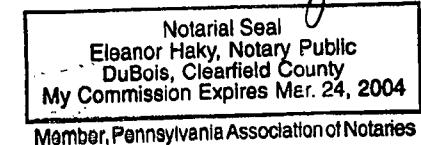
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :
SS :

CONNIE D. GEORGEK, being duly sworn according to law,
deposes and says that the facts set forth in the foregoing COMPLAINT are
true and correct to the best of her knowledge, information and belief.

Connie D. Georgek
Connie D. Georgek

Sworn to and subscribed
before me this 12th day
of September, 2000.



INSTALLMENT LAND CONTRACT

THIS AGREEMENT, made this 18th day of June, 1999, by and between STANLEY C. GEORGEK, JR. and CONNIE D. GEORGEK, husband and wife, whose address is 1521 Treasure Lake, DuBois, Pennsylvania 15801, hereinafter referred to as the "Seller",

A

N

D

RICHARD JOHN BLOSE and KAREN ELIZABETH BLOSE, husband and wife, whose address is 1531 Treasure Lake, DuBois, Pennsylvania 15801, as tenants by the entireties, hereinafter referred to as the "Buyer".

WITNESSETH:

Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase, subject to the performance by Buyer of all the covenants, provisions, and conditions hereinafter set forth, all that certain real property situate in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

All that certain tract of land designated as Section 1, Lot 116 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

The tangible property will include the refrigerator, stove and window coverings but will exclude the refrigerator and curtains in the two back bedrooms.

This Agreement shall be subject to the following terms and conditions:

- 1) **Purchase Price.** The purchase price shall be ONE HUNDRED SEVENTEEN THOUSAND AND NO/100 (\$117,000.00) DOLLARS, payable and allocated as set forth on Exhibit "A" attached hereto and made a part hereof. Buyer may prepay the amount due Seller at any time without penalty. Buyer understands that on July 1, 2003 Buyer will owe Seller \$97,522.23 and that Seller is under no obligation to refinance or otherwise loan Buyer additional monies. Seller has made no representations to Buyer that Seller will loan additional money to Buyer. Buyer understands that if Buyer is forced to obtain a loan to pay Seller, then the interest rate Buyer will be required to pay may be substantially higher than the interest rate in this Agreement. In the event Buyer does not tender the full payment to Seller, then Seller may collect said monies pursuant to paragraph 18 of this Agreement.
- 2) **Closing Date.** Closing of the within Agreement shall be held on or before July 1, 1999. (The closing date). Real Estate Taxes and Treasure Lake Property Owners Association fees shall be prorated as of the closing date.
- 3) **Possession.** Possession of the premises shall be delivered to the Buyer on date of closing.
- 4) **Utilities.** Buyer shall then be responsible for and shall pay for all utilities consumed on the premises during the term of this Agreement.
- 5) **Fire Insurance.** During the term of this Agreement, Buyer shall maintain fire insurance and extended insurance coverage from a company authorized to issue such insurance within the Commonwealth of Pennsylvania, upon the premises in an amount not less than ONE HUNDRED SEVEN THOUSAND AND NO/100 (\$107,000.00) DOLLARS, with proof of said

coverage being provided to the Seller at the date of closing. Seller shall be named as a loss payee on the policy. The parties hereto agree and understand that in the event the property is destroyed by fire or other casualty, Seller shall be paid the amount outstanding under this Agreement. *Deed to be transferred to buyer at the time. day 8s* *RB RB*

6) Liability Insurance. During the term of this Agreement, Buyer shall carry and maintain liability insurance in the minimum amount of \$100,000.00/\$300,000.00 upon the subject premises and, in addition thereto, does hereby agree to indemnify and save harmless the Seller from any and all actions, causes of action, claims, demands, judgments and/or obligations that may arise from the occupancy, ownership or maintenance of the subject premises and the personality as contained therein, with proof of said liability insurance being provided by the Buyer to the Seller at the date of closing.

7) Repairs. During the term of this Agreement, Buyer shall keep and maintain the premises and personal property in good repair and shall make all necessary repairs to the real and personal property, both major and minor; it being the intent of the parties that the Buyer shall be responsible for all repairs, structural renovations and maintenance to the property as covered under this agreement. Buyer shall make all necessary repairs to the building as located upon the real property within sixty (60) days after notice that the subject premises is in violation of the law, ordinance or regulation of any governmental body, agency or department of the Commonwealth of Pennsylvania, County of Clearfield, Township of Sandy, or Treasure Lake Property Owners Association; and further, Buyer shall make repairs within sixty (60) days after notice by the Seller of any condition that creates a danger to any occupant of the subject premises, to the public, or to the premises. Buyer hereby agrees to maintain the property in substantially the same condition as it is at the time of the execution of this Agreement.

8) **Improvements.** Subject to the terms and conditions as contained herein, Buyer may make minor repairs and cosmetic alterations, or improvements, to the real property, including but not limited to painting, papering, minor plumbing and replacement of fixtures, but in the event of any major improvement such as the alteration or renovation of the structure, including but not limited to structural changes and additions, Buyer must require and obtain the express written consent of the Seller before proceeding to take any action on such major alteration, renovation, or improvements.

9) **Real Estate Taxes and Property Owner Assessments.** During the term of this Agreement, Buyer shall pay all real estate taxes and Treasure Lake Property Owner Assessments as levied on the real property. Buyer shall furnish Seller proof of payment of real estate taxes and Treasure Lake Property Owners Association assessments on or before December 31st of each year. Buyer shall be entitled to claim deductions for real estate taxes paid hereunder for income tax purposes. The Treasure Lake Property Owners Association, Inc. per capita fee of ~~\$365.00~~ \$365.00 will be paid by Buyer.

10) **Assessments.** During the term of this Agreement, Buyer shall pay all municipal assessments made and levied against the subject premises.

11) **Liens and Encumbrances.** Seller warrants the property is free and clear of all liens, defects and encumbrances, subject to all exceptions, reservations and conditions as contained in prior deeds of conveyance.

12) **Condemnation.** In the event that any municipal or other corporate body shall acquire the subject premises through the exercise of the power of eminent domain, in whole or in part, Buyer shall be considered as the owners of the subject premises and entitled to receipt of the proceeds from such condemnation and Seller shall have only an interest in said proceeds to the

extent of the unpaid balance of the purchase price; it being understood, however, that neither Buyer nor Seller shall settle any claim for damages without consent of the other party.

13) Right to Enter. During the term of this within Agreement, Seller, or Seller's authorized agent, shall have the right to enter the subject premises for the purpose of inspection to determine whether Buyer has complied with the terms of this Agreement; said inspections are to be made at reasonable hours and upon the giving of a twenty-four hour notice.

14) Additions to Principal. Seller shall, upon the default of the Buyer in the payment of any obligations for taxes, insurance, municipal assessments, property owner assessments, or utilities, ~~in addition to the other rights herein contained~~, have the right or option to make said payments on behalf of the Buyer and shall add the amount of any such payments to the outstanding principal balance.

15) Destruction. If, during the term of this Agreement the subject premises shall be destroyed in whole or in part by fire or other means, Buyer shall not be relieved of the obligation for payments provided for herein except to the extent of funds received by Seller from any insurance carrier or third party tortfeasor.

16) Deed. Seller shall execute a deed on the closing date in favor of Buyer which shall be held in trust by Seller's attorney. Upon the payment in full of the purchase price by the Buyer to Seller, Seller's attorney shall cause the deed to be delivered so as to convey the subject premises as herein described in fee simple, free and clear of all liens and encumbrances, to the Buyer, with special warranty. The Trustee shall have no liability to Buyer or Seller under this agreement and each party indemnifies and holds the Trustee free from all liability of any nature, now and in the future.

17) Transfer Tax. All transfer taxes upon the within referred to conveyance shall be paid equally by Buyers and Sellers. In the event that Sellers do not remit Sellers' share of the transfer taxes to Buyers at the time of Recording, Buyer shall have the right to deduct Sellers share from any balance due and owing to the Sellers under this Agreement or Buyers shall have the right to withhold sufficient payments at the end of the term to cover the Sellers' share of the transfer tax due when the deed is to be recorded. Buyer shall pay to record the deed.

18) Default. In the event of a default in payment of any sum of principal, interest, taxes or assessment herein agreed to be paid, for a period of thirty (30) days after the same shall become due and payable, or in the event of a default in the performance of any other term or condition of this Agreement, then Seller shall give written notice of said default and Buyer shall have thirty (30) days to cure said default. If said default is not cured by Buyer within thirty (30) days after Buyer's receipt of written notice advising Buyer of the default, the whole of the unpaid principal sum shall forthwith become due and payable and Seller shall have the option of either:

- (a) Retaining all monies theretofore paid as liquidated damages and recover possession of the premises including all improvements made by the Buyer thereon. To this end, Buyer hereby authorizes and empowers any attorney of any Court of record to appear for them in an amicable action of ejectment for the subject premises and to enter a judgment against them and in favor of the Seller for said premises with writ of execution for the costs and attorney's commission or fees of five (5%) percent of the purchase price; or
- (b) Enter judgment for the unpaid balance of the purchase price, together with interest costs and attorney's commission. To this end, Buyer hereby authorized and empowers any attorney of any Court of record to appear for her and to confess

judgment against her, upon declaration filed, for the unpaid principal sum, together with interest and costs and attorney's commission of five (5%) percent of the purchase price; hereby waiving all the rights of condemnation is hereby agreed to as far as the land herein described and any property or buildings thereon may be concerned;

- (c) All remedies contained in this Agreement shall be cumulative and concurrent. If Seller shall pursue any remedy, it shall not be deemed to be a waiver of the right to seek any other remedy that may exist.

19) **Warranty of Title.** Seller covenants and warrants that it shall take no further action which will constitute a lien or encumbrance against the premises in question provided Buyer is not in default.

20) **Leases.** Subject to the terms, conditions and restrictions contained herein, Buyer shall not lease, let, sublet or otherwise surrender possession to any other person of the subject premises in whole or in part, without the prior written consent of Seller.

21) **Strict Performance.** Failure of Seller to insist on strict performance by Buyer of any of the terms of this Agreement shall not be construed as a waiver, release or relinquishment thereof.

22) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and shall extend to and be binding upon their heirs, executors, and administrators.

23) **Assignment.** This Agreement is not assignable by the Buyers without the express written consent of the Sellers.

24) **As Is.** The property is sold by Seller and purchased by Buyer in its "as is" condition. No covenants, warranties or representations are given by Seller.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, the day and year first above-written.

Witness:

Lau Stock

Seller:

Stanley C. Georgek, Jr. {Seal}
STANLEY C. GEORGEK, JR.
Connie D. Georgek
CONNIE D. GEORGEK

Buyer:

Lau Stock

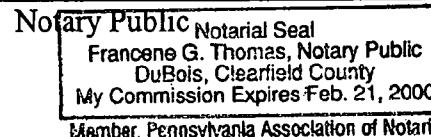
Richard J. Blose {Seal}
RICHARD JOHN BLOSE
Karen E. Blose {Seal}
KAREN ELIZABETH BLOSE

Commonwealth of Pennsylvania)
:ss:
County of Clearfield)

On this, the 22 day of June, 1999, before me, the undersigned officer, personally appeared STANLEY C. GEORGEK, JR. and CONNIE D. GEORGEK, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires: Feb. 21, 2000



Commonwealth of Pennsylvania)
:ss:
County of Clearfield)

On this, the 22 day of June, 1999, before me, the undersigned officer, personally appeared RICHARD JOHN BLOSE and KAREN ELIZABETH BLOSE, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires: Feb. 21, 2000

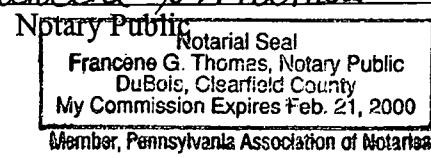


EXHIBIT "A"

SALE PRICE	\$117,000.00
DOWN-PAYMENT	\$ 10,000.00
AMOUNT FINANCED	\$107,000.00
INTEREST RATE	8.5%
TERM	20 years
MONTHLY PAYMENT	\$928.57
COMMENCEMENT DATE	August 1, 1999
FINAL BALLOON PAYMENT	July 1, 2003

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Amortization Schedule

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107000.00 Amount Amortized

8.50% Interest Per Year

928.57 Payment Per Period

12 Periods Per Year

240 Payout Periods

48 Balloon Periods

=====

Period	Month	Interest	Int Ptd	Principal	Prin Ptd	Balance	
1	Aug	757.92	757.92	170.65	170.65	106829.35	
2	Sep	756.71	1514.63	171.86	342.51	106657.49	
3	Oct	755.49	2270.12	173.08	515.59	106484.41	
4	Nov	754.26	3024.38	174.31	689.90	106310.10	
5	Dec	753.03	3777.41	175.54	865.44	106134.56	
=====		=====		=====		=====	
	1999	3777.41		865.44			
6	Jan	751.79	4529.20	176.78	1042.22	105957.78	
7	Feb	750.53	5279.73	178.04	1220.26	105779.74	
8	Mar	749.27	6029.00	179.30	1399.56	105600.44	
9	Apr	748.00	6777.00	180.57	1580.13	105419.87	
10	May	746.72	7523.72	181.85	1761.98	105238.02	
11	Jun	745.44	8269.16	183.13	1945.11	105054.89	
12	Jul	744.14	9013.30	184.43	2129.54	104870.46	
13	Aug	742.83	9756.13	185.74	2315.28	104684.72	
14	Sep	741.52	10497.65	187.05	2502.33	104497.67	
15	Oct	740.19	11237.84	188.38	2690.71	104309.29	
16	Nov	738.86	11976.70	189.71	2880.42	104119.58	
17	Dec	737.51	12714.21	191.06	3071.48	103928.52	
=====		=====		=====		=====	
	2000	8936.80		2206.04			
18	Jan	736.16	13450.37	192.41	3263.89	103736.11	
19	Feb	734.80	14185.17	193.77	3457.66	103542.34	
20	Mar	733.42	14918.59	195.15	3652.81	103347.19	
21	Apr	732.04	15650.63	196.53	3849.34	103150.66	
22	May	730.65	16381.28	197.92	4047.26	102952.74	
23	Jun	729.25	17110.53	199.32	4246.58	102753.42	
24	Jul	727.84	17838.37	200.73	4447.31	102552.69	
25	Aug	726.41	18564.78	202.16	4649.47	102350.53	
26	Sep	724.98	19289.76	203.59	4853.06	102146.94	
27	Oct	723.54	20013.30	205.03	5058.09	101941.91	
28	Nov	722.09	20735.39	206.48	5264.57	101735.43	
29	Dec	720.63	21456.02	207.94	5472.51	101527.49	
=====		=====		=====		=====	
	2001	8741.81		2401.03			
30	Jan	719.15	22175.17	209.42	5681.93	101318.07	
31	Feb	717.67	22892.84	210.90	5892.83	101107.17	
32	Mar	716.18	23609.02	212.39	6105.22	100894.78	
33	Apr	714.67	24323.69	213.90	6319.12	100680.88	
34	May	713.16	25036.85	215.41	6534.53	100465.47	
35	Jun	711.63	25748.48	216.94	6751.47	100248.53	
36	Jul	710.09	26458.57	218.48	6969.95	100030.05	
37	Aug	708.55	27167.12	220.02	7189.97	99810.03	
38	Sep	706.99	27874.11	221.58	7411.55	99588.45	

Period	Month	Interest	Int Ptd	Principal	Prin Ptd	Balance
39	Oct	705.42	28579.53	223.15	7634.70	99365.30
40	Nov	703.84	29283.37	224.73	7859.43	99140.57
41	Dec	702.25	29985.62	226.32	8085.75	98914.25
=====		=====	=====	=====	=====	=====
2002		8529.60		2613.24		
42	Jan	700.64	30686.26	227.93	8313.68	98686.32
43	Feb	699.03	31385.29	229.54	8543.22	98456.78
44	Mar	697.40	32082.69	231.17	8774.39	98225.61
45	Apr	695.76	32778.45	232.81	9007.20	97992.80
46	May	694.12	33472.57	234.45	9241.65	97758.35
47	Jun	692.45	34165.02	236.12	9477.77	97522.23
-----		-----	-----	-----	-----	-----
FINAL PAYMENT		98213.01				
48	Jul	690.78	34855.80	97522.23	107000.00	0.00
=====		=====	=====	=====	=====	=====
2003		4870.18		98914.25		

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
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Plaintiffs

vs.

No. 00-1144-CJ

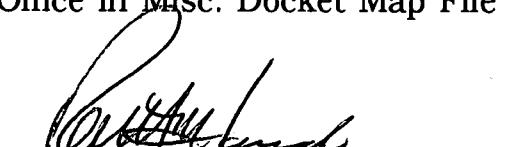
RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE
Defendants

IN EJECTMENT

CONFESSTION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney, the original or a copy of which is attached to the Complaint filed in this action, I appear for the Defendants and confess judgment in ejectment in favor of the Plaintiffs and against the Defendants for possession of the real property described as follows:

All that certain tract of land designated as Section 1, Lot 116 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.


Robert M. Hanak
Attorney for Defendants

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10177

GEORGEK, STANLEY C. JR. &

00-1144-CD

VS.

BLOSE, RICHARD JOHN

COMPLAINT CONFESSION OF JUDGMENT

SHERIFF RETURNS

NOW OCTOBER 18, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT IN CONFESSION OF JUDGMENT "NOT FOUND" AS TO
RICHARD JOHN BLOSE AND KAREN ELIZABETH BLOSE, DEFENDANTS. MOVED LEFT
NO FORWARDING ADDRESS.

Return Costs

Cost	Description
49.97	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED

OCT 25 2000
0400
William A. Shaw
Prothonotary
kes

Sworn to Before Me This

25th October 2000

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

So Answers,

*Chester A. Hawkins
by Marilyn Harris*
Chester A. Hawkins
Sheriff

HANAK, GUIDO and TALADAY

498 Jeffers Street, P.O. Box 487

DUBOIS, Pennsylvania 15801

LAW OFFICES

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE
Defendants

IN EJECTMENT

No. 00-1144-C

Type of pleading:

**COMPLAINT IN CONFESSION
OF JUDGMENT**

Filed on behalf of:

PLAINTIFFS

Counsel of record for
this party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

814-371-7768

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

SEP 14 2000

Attest:

William L. Hanak
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and	:	
CONNIE D. GEORGEK,	:	
Plaintiffs	:	
vs.	:	No.
RICHARD JOHN BLOSE and	:	IN EJECTMENT
KAREN ELIZABETH BLOSE	:	
Defendants	:	

NOTICE UNDER RULE 2973.2 OF
JUDGMENT AND EXECUTION

Notice of Defendants' Rights

TO Richard John Blose
Karen Elizabeth Blose
1531 Treasure Lake
DuBois, PA 15801

A judgment for possession of real property has been entered against you and in favor of the Plaintiffs without prior notice and hearing based on a confession of judgment, contained in an Installment Land Contract allegedly executed by you. The Sheriff may remove you from the property at any time after thirty days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your being removed from the property. ANY PETITION SEEKING RELIEF FROM THE JUDGMENT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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.

Court Administrator
Clearfield County Courthouse
Second Floor
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

No.

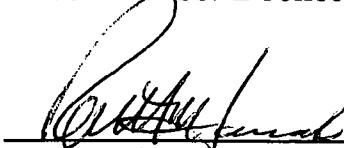
RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE
Defendants

IN EJECTMENT

CONFESSTION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney, the original or a copy of which is attached to the Complaint filed in this action, I appear for the Defendants and confess judgment in ejectment in favor of the Plaintiffs and against the Defendants for possession of the real property described as follows:

All that certain tract of land designated as Section 1, Lot 116 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.



Robert M. Hanak
Attorney for Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

No.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE
Defendants

IN EJECTMENT

COMPLAINT IN CONFESSION OF JUDGMENT

AND NOW, come the Plaintiffs and file this Complaint in
Confession of Judgment pursuant to Pa. R.C.P. 2970 et seq., and Pa. 2952 et
seq.

1. The Plaintiffs are Stanley C. Georgek, Jr. and Connie D. Georgek, husband and wife, of 1521 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
2. The Defendants are Richard John Blose and Karen Elizabeth Blose, husband and wife, of 1531 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
3. Attached hereto is a true and correct copy of an Installment Land Contract wherein Defendants purchased residential real estate from Plaintiffs on an installment basis.
4. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction. Confession is not being entered against a natural person in connection with a residential lease.

5. The property is described per the instrument as follows:

All that certain tract of land designated as Section 1, Lot 116 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

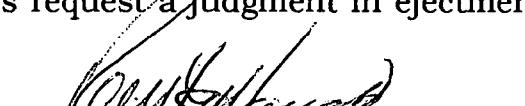
6. There have been no assignments of the instrument which is attached hereto and which authorizes the confession of judgment.

7. Judgment has not been entered on the instrument in any other jurisdiction.

8. Judgment may be entered after default or occurrence of a condition precedent. In the instant case, Defendants have not paid the 1999 real estate taxes in the amount of \$1,506.55, which amount has been paid by the Plaintiffs. Defendants have been given notice and right to cure by letter to Defendants dated December 14, 1999. Defendants have not cured the defect or paid the amount of the taxes.

9. Plaintiffs demand a judgment in ejectment against the named Defendants and for recovery of the real estate described in the real estate, and Plaintiffs have filed with this Complaint the Confession of Judgment pursuant to Pa. R.C.P. No. 2974.

WHEREFORE, Plaintiffs request a judgment in ejectment.



Robert M. Hanak

Attorney for Plaintiffs

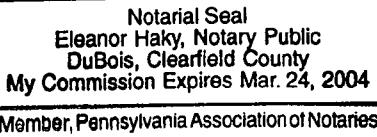
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :
SS :

STANLEY C. GEORGEK, JR., being duly sworn according to law,
deposes and says that the facts set forth in the foregoing COMPLAINT are
true and correct to the best of his knowledge, information and belief.

Stanley C. Georgek Jr.
Stanley C. Georgek, Jr.

Sworn to and subscribed
before me this 12th day
of September, 2000.

Eleanor Haky



Member, Pennsylvania Association of Notaries

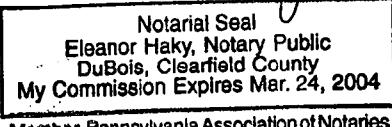
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :
SS :

CONNIE D. GEORGEK, being duly sworn according to law,
deposes and says that the facts set forth in the foregoing COMPLAINT are
true and correct to the best of her knowledge, information and belief.

Connie D. Georgek
Connie D. Georgek

Sworn to and subscribed
before me this 12th day
of September, 2000.

Eleanor Haky



Member, Pennsylvania Association of Notaries

INSTALLMENT LAND CONTRACT

THIS AGREEMENT, made this 18th day of June, 1999, by and between STANLEY C. GEORGEK, JR. and CONNIE D. GEORGEK, husband and wife, whose address is 1521 Treasure Lake, DuBois, Pennsylvania 15801, hereinafter referred to as the "Seller",

A

N

D

RICHARD JOHN BLOSE and KAREN ELIZABETH BLOSE, husband and wife, whose address is 1531 Treasure Lake, DuBois, Pennsylvania 15801, as tenants by the entireties, hereinafter referred to as the "Buyer".

WITNESSETH:

Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase, subject to the performance by Buyer of all the covenants, provisions, and conditions hereinafter set forth, all that certain real property situate in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

All that certain tract of land designated as Section 1, Lot 116 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

The tangible property will include the refrigerator, stove and window coverings but will exclude the refrigerator and curtains in the two back bedrooms.

This Agreement shall be subject to the following terms and conditions:

1) Purchase Price. The purchase price shall be ONE HUNDRED SEVENTEEN THOUSAND AND NO/100 (\$117,000.00) DOLLARS, payable and allocated as set forth on Exhibit "A" attached hereto and made a part hereof. Buyer may prepay the amount due Seller at any time without penalty. Buyer understands that on July 1, 2003 Buyer will owe Seller \$97,522.23 and that Seller is under no obligation to refinance or otherwise loan Buyer additional monies. Seller has made no representations to Buyer that Seller will loan additional money to Buyer. Buyer understands that if Buyer is forced to obtain a loan to pay Seller, then the interest rate Buyer will be required to pay may be substantially higher than the interest rate in this Agreement. In the event Buyer does not tender the full payment to Seller, then Seller may collect said monies pursuant to paragraph 18 of this Agreement.

2) Closing Date. Closing of the within Agreement shall be held on or before July 1, 1999. (The closing date). Real Estate Taxes and Treasure Lake Property Owners Association fees shall be prorated as of the closing date.

3) Possession. Possession of the premises shall be delivered to the Buyer on date of closing.

4) Utilities. Buyer shall then be responsible for and shall pay for all utilities consumed on the premises during the term of this Agreement.

5) Fire Insurance. During the term of this Agreement, Buyer shall maintain fire insurance and extended insurance coverage from a company authorized to issue such insurance within the Commonwealth of Pennsylvania, upon the premises in an amount not less than ONE HUNDRED SEVEN THOUSAND AND NO/100 (\$107,000.00) DOLLARS, with proof of said

coverage being provided to the Seller at the date of closing. Seller shall be named as a loss payee on the policy. The parties hereto agree and understand that in the event the property is destroyed by fire or other casualty, Seller shall be paid the amount outstanding under this Agreement. *Deed to be transferred to buyer at the time.* *cas* *SB* *RB*

6) Liability Insurance. During the term of this Agreement, Buyer shall carry and maintain liability insurance in the minimum amount of \$100,000.00/\$300,000.00 upon the subject premises and, in addition thereto, does hereby agree to indemnify and save harmless the Seller from any and all actions, causes of action, claims, demands, judgments and/or obligations that may arise from the occupancy, ownership or maintenance of the subject premises and the personality as contained therein, with proof of said liability insurance being provided by the Buyer to the Seller at the date of closing.

7) Repairs. During the term of this Agreement, Buyer shall keep and maintain the premises and personal property in good repair and shall make all necessary repairs to the real and personal property, both major and minor; it being the intent of the parties that the Buyer shall be responsible for all repairs, structural renovations and maintenance to the property as covered under this agreement. Buyer shall make all necessary repairs to the building as located upon the real property within sixty (60) days after notice that the subject premises is in violation of the law, ordinance or regulation of any governmental body, agency or department of the Commonwealth of Pennsylvania, County of Clearfield, Township of Sandy, or Treasure Lake Property Owners Association; and further, Buyer shall make repairs within sixty (60) days after notice by the Seller of any condition that creates a danger to any occupant of the subject premises, to the public, or to the premises. Buyer hereby agrees to maintain the property in substantially the same condition as it is at the time of the execution of this Agreement.

8) **Improvements.** Subject to the terms and conditions as contained herein, Buyer may make minor repairs and cosmetic alterations, or improvements, to the real property, including but not limited to painting, papering, minor plumbing and replacement of fixtures, but in the event of any major improvement such as the alteration or renovation of the structure, including but not limited to structural changes and additions, Buyer must require and obtain the express written consent of the Seller before proceeding to take any action on such major alteration, renovation, or improvements.

9) **Real Estate Taxes and Property Owner Assessments.** During the term of this Agreement, Buyer shall pay all real estate taxes and Treasure Lake Property Owner Assessments as levied on the real property. Buyer shall furnish Seller proof of payment of real estate taxes and Treasure Lake Property Owners Association assessments on or before December 31st of each year. Buyer shall be entitled to claim deductions for real estate taxes paid hereunder for income tax purposes. The Treasure Lake Property Owners Association, Inc. per capita fee of

SB CB \$365.00 will be paid by Buyer.

RB KB

10) **Assessments.** During the term of this Agreement, Buyer shall pay all municipal assessments made and levied against the subject premises.

11) **Liens and Encumbrances.** Seller warrants the property is free and clear of all liens, defects and encumbrances, subject to all exceptions, reservations and conditions as contained in prior deeds of conveyance.

12) **Condemnation.** In the event that any municipal or other corporate body shall acquire the subject premises through the exercise of the power of eminent domain, in whole or in part, Buyer shall be considered as the owners of the subject premises and entitled to receipt of the proceeds from such condemnation and Seller shall have only an interest in said proceeds to the

extent of the unpaid balance of the purchase price; it being understood, however, that neither Buyer nor Seller shall settle any claim for damages without consent of the other party.

13) Right to Enter. During the term of this within Agreement, Seller, or Seller's authorized agent, shall have the right to enter the subject premises for the purpose of inspection to determine whether Buyer has complied with the terms of this Agreement; said inspections are to be made at reasonable hours and upon the giving of a twenty-four hour notice.

14) Additions to Principal. Seller shall, upon the default of the Buyer in the payment of any obligations for taxes, insurance, municipal assessments, property owner assessments, or utilities, ~~in addition to the other rights herein contained~~, have the right or option to make said payments on behalf of the Buyer and shall add the amount of any such payments to the outstanding principal balance.

15) Destruction. If, during the term of this Agreement the subject premises shall be destroyed in whole or in part by fire or other means, Buyer shall not be relieved of the obligation for payments provided for herein except to the extent of funds received by Seller from any insurance carrier or third party tortfeasor.

16) Deed. Seller shall execute a deed on the closing date in favor of Buyer which shall be held in trust by Seller's attorney. Upon the payment in full of the purchase price by the Buyer to Seller, Seller's attorney shall cause the deed to be delivered so as to convey the subject premises as herein described in fee simple, free and clear of all liens and encumbrances, to the Buyer, with special warranty. The Trustee shall have no liability to Buyer or Seller under this agreement and each party indemnifies and holds the Trustee free from all liability of any nature, now and in the future.

17) Transfer Tax. All transfer taxes upon the within referred to conveyance shall be paid equally by Buyers and Sellers. In the event that Sellers do not remit Sellers' share of the transfer taxes to Buyers at the time of Recording, Buyer shall have the right to deduct Sellers share from any balance due and owing to the Sellers under this Agreement or Buyers shall have the right to withhold sufficient payments at the end of the term to cover the Sellers' share of the transfer tax due when the deed is to be recorded. Buyer shall pay to record the deed.

18) Default. In the event of a default in payment of any sum of principal, interest, taxes or assessment herein agreed to be paid, for a period of thirty (30) days after the same shall become due and payable, or in the event of a default in the performance of any other term or condition of this Agreement, then Seller shall give written notice of said default and Buyer shall have thirty (30) days to cure said default. If said default is not cured by Buyer within thirty (30) days after Buyer's receipt of written notice advising Buyer of the default, the whole of the unpaid principal sum shall forthwith become due and payable and Seller shall have the option of either:

- (a) Retaining all monies theretofore paid as liquidated damages and recover possession of the premises including all improvements made by the Buyer thereon. To this end, Buyer hereby authorizes and empowers any attorney of any Court of record to appear for them in an amicable action of ejectment for the subject premises and to enter a judgment against them and in favor of the Seller for said premises with writ of execution for the costs and attorney's commission or fees of five (5%) percent of the purchase price; or
- (b) Enter judgment for the unpaid balance of the purchase price, together with interest costs and attorney's commission. To this end, Buyer hereby authorized and empowers any attorney of any Court of record to appear for her and to confess

judgment against her, upon declaration filed, for the unpaid principal sum, together with interest and costs and attorney's commission of five (5%) percent of the purchase price; hereby waiving all the rights of condemnation is hereby agreed to as far as the land herein described and any property or buildings thereon may be concerned;

- (c) All remedies contained in this Agreement shall be cumulative and concurrent. If Seller shall pursue any remedy, it shall not be deemed to be a waiver of the right to seek any other remedy that may exist.

19) **Warranty of Title.** Seller covenants and warrants that it shall take no further action which will constitute a lien or encumbrance against the premises in question provided Buyer is not in default.

20) **Leases.** Subject to the terms, conditions and restrictions contained herein, Buyer shall not lease, let, sublet or otherwise surrender possession to any other person of the subject premises in whole or in part, without the prior written consent of Seller.

21) **Strict Performance.** Failure of Seller to insist on strict performance by Buyer of any of the terms of this Agreement shall not be construed as a waiver, release or relinquishment thereof.

22) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and shall extend to and be binding upon their heirs, executors, and administrators.

23) **Assignment.** This Agreement is not assignable by the Buyers without the express written consent of the Sellers.

24) **As Is.** The property is sold by Seller and purchased by Buyer in its "as is" condition. No covenants, warranties or representations are given by Seller.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, the day and
year first above-written.

Witness:

Lai Sock

Seller:

Stanley C. Georgek Jr. {Seal}
STANLEY C. GEORGEK, JR.
Connie D. Georgek {Seal}
CONNIE D. GEORGEK

Lauri Shrock

Buyer:

Richard J. Blose {Seal}
RICHARD JOHN BLOSE

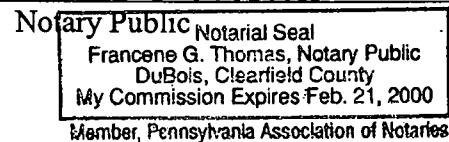
Karen E. Blose {Seal}
KAREN ELIZABETH BLOSE

Commonwealth of Pennsylvania)
:ss:
County of Clearfield)

On this, the 22 day of June, 1999, before me, the undersigned officer, personally appeared STANLEY C. GEORGEK, JR. and CONNIE D. GEORGEK, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires: Feb. 21, 2000



Commonwealth of Pennsylvania)
:ss:
County of Clearfield)

On this, the 22 day of June, 1999, before me, the undersigned officer, personally appeared RICHARD JOHN BLOSE and KAREN ELIZABETH BLOSE, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires: Feb. 21, 2000

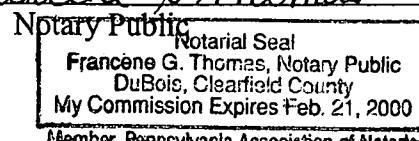


EXHIBIT "A"

SALE PRICE	\$117,000.00
DOWN-PAYMENT	\$ 10,000.00
AMOUNT FINANCED	\$107,000.00
INTEREST RATE	8.5%
TERM	20 years
MONTHLY PAYMENT	\$928.57
COMMENCEMENT DATE	August 1, 1999
FINAL BALLOON PAYMENT	July 1, 2003

=====
Amortization Schedule
=====

107000.00 Amount Amortized
8.50% Interest Per Year
928.57 Payment Per Period
12 Periods Per Year
240 Payout Periods
48 Balloon Periods
=====

Period	Month	Interest	Int Ptd	Principal	Prin Ptd	Balance
1	Aug	757.92	757.92	170.65	170.65	106829.35
2	Sep	756.71	1514.63	171.86	342.51	106657.49
3	Oct	755.49	2270.12	173.08	515.59	106484.41
4	Nov	754.26	3024.38	174.31	689.90	106310.10
5	Dec	753.03	3777.41	175.54	865.44	106134.56
	=====	=====	=====	=====	=====	=====
	1999	3777.41		865.44		
6	Jan	751.79	4529.20	176.78	1042.22	105957.78
7	Feb	750.53	5279.73	178.04	1220.26	105779.74
8	Mar	749.27	6029.00	179.30	1399.56	105600.44
9	Apr	748.00	6777.00	180.57	1580.13	105419.87
10	May	746.72	7523.72	181.85	1761.98	105238.02
11	Jun	745.44	8269.16	183.13	1945.11	105054.89
12	Jul	744.14	9013.30	184.43	2129.54	104870.46
13	Aug	742.83	9756.13	185.74	2315.28	104684.72
14	Sep	741.52	10497.65	187.05	2502.33	104497.67
15	Oct	740.19	11237.84	188.38	2690.71	104309.29
16	Nov	738.86	11976.70	189.71	2880.42	104119.58
17	Dec	737.51	12714.21	191.06	3071.48	103928.52
	=====	=====	=====	=====	=====	=====
	2000	8936.80		2206.04		
18	Jan	736.16	13450.37	192.41	3263.89	103736.11
19	Feb	734.80	14185.17	193.77	3457.66	103542.34
20	Mar	733.42	14918.59	195.15	3652.81	103347.19
21	Apr	732.04	15650.63	196.53	3849.34	103150.66
22	May	730.65	16381.28	197.92	4047.26	102952.74
23	Jun	729.25	17110.53	199.32	4246.58	102753.42
24	Jul	727.84	17838.37	200.73	4447.31	102552.69
25	Aug	726.41	18564.78	202.16	4649.47	102350.53
26	Sep	724.98	19289.76	203.59	4853.06	102146.94
27	Oct	723.54	20013.30	205.03	5058.09	101941.91
28	Nov	722.09	20735.39	206.48	5264.57	101735.43
29	Dec	720.63	21456.02	207.94	5472.51	101527.49
	=====	=====	=====	=====	=====	=====
	2001	8741.81		2401.03		
30	Jan	719.15	22175.17	209.42	5681.93	101318.07
31	Feb	717.67	22892.84	210.90	5892.83	101107.17
32	Mar	716.18	23609.02	212.39	6105.22	100894.78
33	Apr	714.67	24323.69	213.90	6319.12	100680.88
34	May	713.16	25036.85	215.41	6534.53	100465.47
35	Jun	711.63	25748.48	216.94	6751.47	100248.53
36	Jul	710.09	26458.57	218.48	6969.95	100030.05
37	Aug	708.55	27167.12	220.02	7189.97	99810.03
38	Sep	706.99	27874.11	221.58	7411.55	99588.45

Period	Month	Interest	Int Ptd	Principal	Prin Ptd	Balance
39	Oct	705.42	28579.53	223.15	7634.70	99365.30
40	Nov	703.84	29283.37	224.73	7859.43	99140.57
41	Dec	702.25	29985.62	226.32	8085.75	98914.25
=====		=====	=====	=====	=====	=====
2002		8529.60		2613.24		
42	Jan	700.64	30686.26	227.93	8313.68	98686.32
43	Feb	699.03	31385.29	229.54	8543.22	98456.78
44	Mar	697.40	32082.69	231.17	8774.39	98225.61
45	Apr	695.76	32778.45	232.81	9007.20	97992.80
46	May	694.12	33472.57	234.45	9241.65	97758.35
47	Jun	692.45	34165.02	236.12	9477.77	97522.23
-----		-----	-----	-----	-----	-----
FINAL PAYMENT		98213.01				
48	Jul	690.78	34855.80	97522.23	107000.00	0.00
=====		=====	=====	=====	=====	=====
2003		4870.18		98914.25		

HANAK, GUIDO and TALADAY
LAW OFFICES
498 Jeffers Street, P.O. Box 487
DuBois, Pennsylvania 15801

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE
Defendants

IN EJECTMENT

No. 00-1144-CD

Type of pleading:

**COMPLAINT IN CONFESSION
OF JUDGMENT**

Filed on behalf of:

PLAINTIFFS

Counsel of record for
this party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

814-371-7768

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

SEP 14 2000

Attest:

William L. Chase
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
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vs.

No.

RICHARD JOHN BLOSE and
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Defendants

IN EJECTMENT

**NOTICE UNDER RULE 2973.2 OF
JUDGMENT AND EXECUTION**

Notice of Defendants' Rights

TO Richard John Blose
Karen Elizabeth Blose
1531 Treasure Lake
DuBois, PA 15801

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Court Administrator
Clearfield County Courthouse
Second Floor
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

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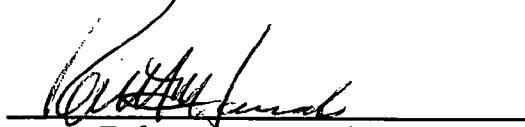
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Robert M. Hanak
Attorney for Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

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Defendants

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No.

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4. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction. Confession is not being entered against a natural person in connection with a residential lease.

5. The property is described per the instrument as follows:

All that certain tract of land designated as Section 1, Lot 116 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

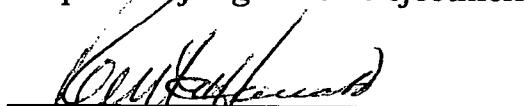
6. There have been no assignments of the instrument which is attached hereto and which authorizes the confession of judgment.

7. Judgment has not been entered on the instrument in any other jurisdiction.

8. Judgment may be entered after default or occurrence of a condition precedent. In the instant case, Defendants have not paid the 1999 real estate taxes in the amount of \$1,506.55, which amount has been paid by the Plaintiffs. Defendants have been given notice and right to cure by letter to Defendants dated December 14, 1999. Defendants have not cured the defect or paid the amount of the taxes.

9. Plaintiffs demand a judgment in ejectment against the named Defendants and for recovery of the real estate described in the real estate, and Plaintiffs have filed with this Complaint the Confession of Judgment pursuant to Pa. R.C.P. No. 2974.

WHEREFORE, Plaintiffs request a judgment in ejectment.



Robert M. Hanak
Attorney for Plaintiffs

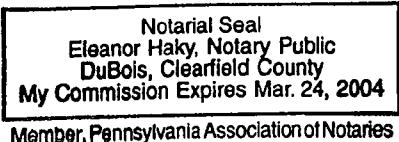
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :
SS :

STANLEY C. GEORGEK, JR., being duly sworn according to law,
deposes and says that the facts set forth in the foregoing COMPLAINT are
true and correct to the best of his knowledge, information and belief.

Stanley C. Georgek Jr.
Stanley C. Georgek, Jr.

Sworn to and subscribed
before me this 12th day
of September, 2000.

Eleanor Haky



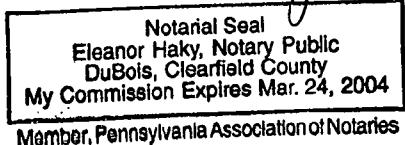
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
SS
COUNTY OF CLEARFIELD :

CONNIE D. GEORGEK, being duly sworn according to law,
deposes and says that the facts set forth in the foregoing COMPLAINT are
true and correct to the best of her knowledge, information and belief.

Connie D. Georgek
Connie D. Georgek

Sworn to and subscribed
before me this 12th day
of September, 2000.



INSTALLMENT LAND CONTRACT

THIS AGREEMENT, made this 18th day of June, 1999, by and between STANLEY C. GEORGEK, JR. and CONNIE D. GEORGEK, husband and wife, whose address is 1521 Treasure Lake, DuBois, Pennsylvania 15801, hereinafter referred to as the "Seller",

A

N

D

RICHARD JOHN BLOSE and KAREN ELIZABETH BLOSE, husband and wife, whose address is 1531 Treasure Lake, DuBois, Pennsylvania 15801, as tenants by the entireties, hereinafter referred to as the "Buyer".

WITNESSETH:

Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase, subject to the performance by Buyer of all the covenants, provisions, and conditions hereinafter set forth, all that certain real property situate in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

All that certain tract of land designated as Section 1, Lot 116 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

The tangible property will include the refrigerator, stove and window coverings but will exclude the refrigerator and curtains in the two back bedrooms.

This Agreement shall be subject to the following terms and conditions:

- 1) **Purchase Price.** The purchase price shall be ONE HUNDRED SEVENTEEN THOUSAND AND NO/100 (\$117,000.00) DOLLARS, payable and allocated as set forth on Exhibit "A" attached hereto and made a part hereof. Buyer may prepay the amount due Seller at any time without penalty. Buyer understands that on July 1, 2003 Buyer will owe Seller \$97,522.23 and that Seller is under no obligation to refinance or otherwise loan Buyer additional monies. Seller has made no representations to Buyer that Seller will loan additional money to Buyer. Buyer understands that if Buyer is forced to obtain a loan to pay Seller, then the interest rate Buyer will be required to pay may be substantially higher than the interest rate in this Agreement. In the event Buyer does not tender the full payment to Seller, then Seller may collect said monies pursuant to paragraph 18 of this Agreement.
- 2) **Closing Date.** Closing of the within Agreement shall be held on or before July 1, 1999. (The closing date). Real Estate Taxes and Treasure Lake Property Owners Association fees shall be prorated as of the closing date.
- 3) **Possession.** Possession of the premises shall be delivered to the Buyer on date of closing.
- 4) **Utilities.** Buyer shall then be responsible for and shall pay for all utilities consumed on the premises during the term of this Agreement.
- 5) **Fire Insurance.** During the term of this Agreement, Buyer shall maintain fire insurance and extended insurance coverage from a company authorized to issue such insurance within the Commonwealth of Pennsylvania, upon the premises in an amount not less than ONE HUNDRED SEVEN THOUSAND AND NO/100 (\$107,000.00) DOLLARS, with proof of said

coverage being provided to the Seller at the date of closing. Seller shall be named as a loss payee on the policy. The parties hereto agree and understand that in the event the property is destroyed by fire or other casualty, Seller shall be paid the amount outstanding under this Agreement. *Deed to be transferred to buyer at the time. Aug 28* *RB KB*

6) Liability Insurance. During the term of this Agreement, Buyer shall carry and maintain liability insurance in the minimum amount of \$100,000.00/\$300,000.00 upon the subject premises and, in addition thereto, does hereby agree to indemnify and save harmless the Seller from any and all actions, causes of action, claims, demands, judgments and/or obligations that may arise from the occupancy, ownership or maintenance of the subject premises and the personality as contained therein, with proof of said liability insurance being provided by the Buyer to the Seller at the date of closing.

7) Repairs. During the term of this Agreement, Buyer shall keep and maintain the premises and personal property in good repair and shall make all necessary repairs to the real and personal property, both major and minor; it being the intent of the parties that the Buyer shall be responsible for all repairs, structural renovations and maintenance to the property as covered under this agreement. Buyer shall make all necessary repairs to the building as located upon the real property within sixty (60) days after notice that the subject premises is in violation of the law, ordinance or regulation of any governmental body, agency or department of the Commonwealth of Pennsylvania, County of Clearfield, Township of Sandy, or Treasure Lake Property Owners Association; and further, Buyer shall make repairs within sixty (60) days after notice by the Seller of any condition that creates a danger to any occupant of the subject premises, to the public, or to the premises. Buyer hereby agrees to maintain the property in substantially the same condition as it is at the time of the execution of this Agreement.

8) Improvements. Subject to the terms and conditions as contained herein, Buyer may make minor repairs and cosmetic alterations, or improvements, to the real property, including but not limited to painting, papering, minor plumbing and replacement of fixtures, but in the event of any major improvement such as the alteration or renovation of the structure, including but not limited to structural changes and additions, Buyer must require and obtain the express written consent of the Seller before proceeding to take any action on such major alteration, renovation, or improvements.

9) Real Estate Taxes and Property Owner Assessments. During the term of this Agreement, Buyer shall pay all real estate taxes and Treasure Lake Property Owner Assessments as levied on the real property. Buyer shall furnish Seller proof of payment of real estate taxes and Treasure Lake Property Owners Association assessments on or before December 31st of each year. Buyer shall be entitled to claim deductions for real estate taxes paid hereunder for income tax purposes. The Treasure Lake Property Owners Association, Inc. per capita fee of \$365.00 will be paid by Buyer.

10) Assessments. During the term of this Agreement, Buyer shall pay all municipal assessments made and levied against the subject premises.

11) Liens and Encumbrances. Seller warrants the property is free and clear of all liens, defects and encumbrances, subject to all exceptions, reservations and conditions as contained in prior deeds of conveyance.

12) Condemnation. In the event that any municipal or other corporate body shall acquire the subject premises through the exercise of the power of eminent domain, in whole or in part, Buyer shall be considered as the owners of the subject premises and entitled to receipt of the proceeds from such condemnation and Seller shall have only an interest in said proceeds to the

extent of the unpaid balance of the purchase price; it being understood, however, that neither Buyer nor Seller shall settle any claim for damages without consent of the other party.

13) Right to Enter. During the term of this within Agreement, Seller, or Seller's authorized agent, shall have the right to enter the subject premises for the purpose of inspection to determine whether Buyer has complied with the terms of this Agreement; said inspections are to be made at reasonable hours and upon the giving of a twenty-four hour notice.

14) Additions to Principal. Seller shall, upon the default of the Buyer in the payment of any obligations for taxes, insurance, municipal assessments, property owner assessments, or utilities, ~~in addition to the other rights herein contained~~, have the right or option to make said payments on behalf of the Buyer and shall add the amount of any such payments to the outstanding principal balance.

15) Destruction. If, during the term of this Agreement the subject premises shall be destroyed in whole or in part by fire or other means, Buyer shall not be relieved of the obligation for payments provided for herein except to the extent of funds received by Seller from any insurance carrier or third party tortfeasor.

16) Deed. Seller shall execute a deed on the closing date in favor of Buyer which shall be held in trust by Seller's attorney. Upon the payment in full of the purchase price by the Buyer to Seller, Seller's attorney shall cause the deed to be delivered so as to convey the subject premises as herein described in fee simple, free and clear of all liens and encumbrances, to the Buyer, with special warranty. The Trustee shall have no liability to Buyer or Seller under this agreement and each party indemnifies and holds the Trustee free from all liability of any nature, now and in the future.

17) Transfer Tax. All transfer taxes upon the within referred to conveyance shall be paid equally by Buyers and Sellers. In the event that Sellers do not remit Sellers' share of the transfer taxes to Buyers at the time of Recording, Buyer shall have the right to deduct Sellers share from any balance due and owing to the Sellers under this Agreement or Buyers shall have the right to withhold sufficient payments at the end of the term to cover the Sellers' share of the transfer tax due when the deed is to be recorded. Buyer shall pay to record the deed.

18) Default. In the event of a default in payment of any sum of principal, interest, taxes or assessment herein agreed to be paid, for a period of thirty (30) days after the same shall become due and payable, or in the event of a default in the performance of any other term or condition of this Agreement, then Seller shall give written notice of said default and Buyer shall have thirty (30) days to cure said default. If said default is not cured by Buyer within thirty (30) days after Buyer's receipt of written notice advising Buyer of the default, the whole of the unpaid principal sum shall forthwith become due and payable and Seller shall have the option of either:

- (a) Retaining all monies theretofore paid as liquidated damages and recover possession of the premises including all improvements made by the Buyer thereon. To this end, Buyer hereby authorizes and empowers any attorney of any Court of record to appear for them in an amicable action of ejectment for the subject premises and to enter a judgment against them and in favor of the Seller for said premises with writ of execution for the costs and attorney's commission or fees of five (5%) percent of the purchase price; or
- (b) Enter judgment for the unpaid balance of the purchase price, together with interest costs and attorney's commission. To this end, Buyer hereby authorized and empowers any attorney of any Court of record to appear for her and to confess

judgment against her, upon declaration filed, for the unpaid principal sum, together with interest and costs and attorney's commission of five (5%) percent of the purchase price; hereby waiving all the rights of condemnation is hereby agreed to as far as the land herein described and any property or buildings thereon may be concerned;

- (c) All remedies contained in this Agreement shall be cumulative and concurrent. If Seller shall pursue any remedy, it shall not be deemed to be a waiver of the right to seek any other remedy that may exist.

19) **Warranty of Title.** Seller covenants and warrants that it shall take no further action which will constitute a lien or encumbrance against the premises in question provided Buyer is not in default.

20) **Leases.** Subject to the terms, conditions and restrictions contained herein, Buyer shall not lease, let, sublet or otherwise surrender possession to any other person of the subject premises in whole or in part, without the prior written consent of Seller.

21) **Strict Performance.** Failure of Seller to insist on strict performance by Buyer of any of the terms of this Agreement shall not be construed as a waiver, release or relinquishment thereof.

22) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and shall extend to and be binding upon their heirs, executors, and administrators.

23) **Assignment.** This Agreement is not assignable by the Buyers without the express written consent of the Sellers.

24) **As Is.** The property is sold by Seller and purchased by Buyer in its "as is" condition. No covenants, warranties or representations are given by Seller.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, the day and
year first above-written.

Witness:

Lai Sock

Seller:

Stanley C. Georgek, Jr. {Seal}
STANLEY C. GEORGEK, JR.
Connie D. Georgek {Seal}
CONNIE D. GEORGEK

Lauri Shrock

Buyer:

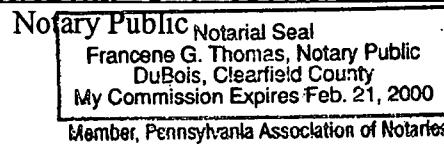
Richard J. Blose (Seal)
RICHARD JOHN BLOSE
Karen E. Blose (Seal)
KAREN ELIZABETH BLOSE

Commonwealth of Pennsylvania)
:ss:
County of Clearfield)

On this, the 22 day of June, 1999, before me, the undersigned officer, personally appeared STANLEY C. GEORGEK, JR. and CONNIE D. GEORGEK, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires: Feb. 21, 2000



Commonwealth of Pennsylvania)
:ss:
County of Clearfield)

On this, the 22 day of June, 1999, before me, the undersigned officer, personally appeared RICHARD JOHN BLOSE and KAREN ELIZABETH BLOSE, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires: Feb. 21, 2000

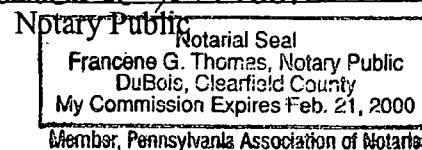


EXHIBIT "A"

SALE PRICE	\$117,000.00
DOWN-PAYMENT	\$ 10,000.00
AMOUNT FINANCED	\$107,000.00
INTEREST RATE	8.5%
TERM	20 years
MONTHLY PAYMENT	\$928.57
COMMENCEMENT DATE	August 1, 1999
FINAL BALLOON PAYMENT	July 1, 2003

=====

Amortization Schedule

=====

107000.00 Amount Amortized
 8.50% Interest Per Year
 928.57 Payment Per Period
 12 Periods Per Year
 240 Payout Periods
 48 Balloon Periods

=====

Period	Month	Interest	Int Ptd	Principal	Prin Ptd	Balance
1	Aug	757.92	757.92	170.65	170.65	106829.35
2	Sep	756.71	1514.63	171.86	342.51	106657.49
3	Oct	755.49	2270.12	173.08	515.59	106484.41
4	Nov	754.26	3024.38	174.31	689.90	106310.10
5	Dec	753.03	3777.41	175.54	865.44	106134.56
	=====	=====	=====	=====	=====	=====
	1999	3777.41		865.44		
6	Jan	751.79	4529.20	176.78	1042.22	105957.78
7	Feb	750.53	5279.73	178.04	1220.26	105779.74
8	Mar	749.27	6029.00	179.30	1399.56	105600.44
9	Apr	748.00	6777.00	180.57	1580.13	105419.87
10	May	746.72	7523.72	181.85	1761.98	105238.02
11	Jun	745.44	8269.16	183.13	1945.11	105054.89
12	Jul	744.14	9013.30	184.43	2129.54	104870.46
13	Aug	742.83	9756.13	185.74	2315.28	104684.72
14	Sep	741.52	10497.65	187.05	2502.33	104497.67
15	Oct	740.19	11237.84	188.38	2690.71	104309.29
16	Nov	738.86	11976.70	189.71	2880.42	104119.58
17	Dec	737.51	12714.21	191.06	3071.48	103928.52
	=====	=====	=====	=====	=====	=====
	2000	8936.80		2206.04		
18	Jan	736.16	13450.37	192.41	3263.89	103736.11
19	Feb	734.80	14185.17	193.77	3457.66	103542.34
20	Mar	733.42	14918.59	195.15	3652.81	103347.19
21	Apr	732.04	15650.63	196.53	3849.34	103150.66
22	May	730.65	16381.28	197.92	4047.26	102952.74
23	Jun	729.25	17110.53	199.32	4246.58	102753.42
24	Jul	727.84	17838.37	200.73	4447.31	102552.69
25	Aug	726.41	16564.78	202.16	4649.47	102350.53
26	Sep	724.98	19289.76	203.59	4853.06	102146.94
27	Oct	723.54	20013.30	205.03	5058.09	101941.91
28	Nov	722.09	20735.39	206.48	5264.57	101735.43
29	Dec	720.63	21456.02	207.94	5472.51	101527.49
	=====	=====	=====	=====	=====	=====
	2001	8741.81		2401.03		
30	Jan	719.15	22175.17	209.42	5681.93	101318.07
31	Feb	717.67	22892.84	210.90	5892.83	101107.17
32	Mar	716.18	23609.02	212.39	6105.22	100894.78
33	Apr	714.67	24323.69	213.90	6319.12	100680.88
34	May	713.16	25036.85	215.41	6534.53	100465.47
35	Jun	711.63	25748.48	216.94	6751.47	100248.53
36	Jul	710.09	26458.57	218.48	6969.95	100030.05
37	Aug	708.55	27167.12	220.02	7189.97	99810.03
38	Sep	706.99	27874.11	221.58	7411.55	99588.45

Period	Month	Interest	Int Ptd	Principal	Prin Ptd	Balance
39	Oct	705.42	28579.53	223.15	7634.70	99365.30
40	Nov	703.84	29283.37	224.73	7859.43	99140.57
41	Dec	702.25	29985.62	226.32	8085.75	98914.25
				=====		
2002		8529.60		2613.24		
42	Jan	700.64	30686.26	227.93	8313.68	98686.32
43	Feb	699.03	31385.29	229.54	8543.22	98456.78
44	Mar	697.40	32082.69	231.17	8774.39	98225.61
45	Apr	695.76	32778.45	232.81	9007.20	97992.80
46	May	694.12	33472.57	234.45	9241.65	97758.35
47	Jun	692.45	34165.02	236.12	9477.77	97522.23
				=====		
FINAL PAYMENT		98213.01				
48	Jul	690.78	34855.80	97522.23	107000.00	0.00
				=====		
2003		4870.18		98914.25		

HANAK, GUIDO and TALADAY
LAW OFFICES
498 Jeffers Street, P.O. Box 487
DuBois, Pennsylvania 15801

FILED
OCT 3 2001
JAN 3 2001
1CC
AAG
Erg
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

STANLEY C. GEOREK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE,
Defendants

CIVIL ACTION - AT LAW

No. 00-1144 C.D.

Type of pleading:

PETITION TO COURT
UNDER Pa. R.C.P. No.
2973(2)(b)(1)(iii)

Filed on behalf of:

PLAINTIFFS

Counsel of record for this
party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

(814) 371-7768

FILED

JAN 31 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

No. 00-1144 C.D.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE
Defendants

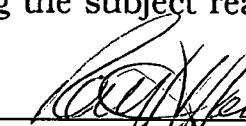
PETITION TO COURT UNDER
Pa. R.C.P. No. 2973(2)(b)(1)(iii)

AND NOW come the Plaintiffs, by their Attorneys, Hanak, Guido and Taladay, and request your Honorable Court for special relief to serve notice:

1. Plaintiffs have filed an action for confession of judgment in ejectment against the named Defendants above at the above docket.
2. Defendants are not in actual possession of the real estate subject to the confession of judgment.
3. Plaintiffs have secured service of process and notice through the Sheriff of Clearfield County. The Sheriff has issued a return as of October 18, 2000, indicating that the Defendants are "not found".
4. Plaintiffs are unaware of the physical location of the Defendants or any mailing address at which they may be served with notice.

5. Attached hereto is the affidavit of Stanley C. Georgek, Jr. in which it is averred that good faith efforts to locate the Defendants have been made, without avail.

WHEREFORE, Petitioners pray your Honorable Court to enter a special order pursuant to the above cited Rule of Civil Procedure to allow notice by posting the subject real estate.



Robert M. Hanak
Attorney for Defendants

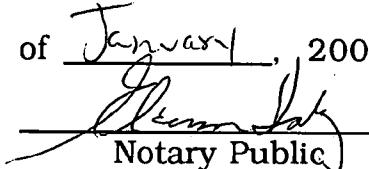
STATE OF PENNSYLVANIA :
SS
COUNTY OF CLEARFIELD :

AFFIDAVIT

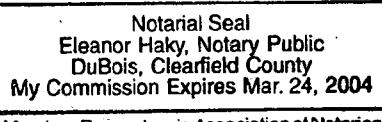
STANLEY C. GEORGEK, JR., being duly sworn according to law, deposes and says that he has made diligent attempts to secure the whereabouts of Defendants by inquiry to the local postal authorities, tax records of Clearfield County, and inquiry of neighbors of the named Defendants. There has been no information given through such inquiries as to the present whereabouts of the named Defendants, Richard John Blose and Karen Elizabeth Blose.


Stanley C. Georgek, Jr.

Sworn to and subscribed
before me this 25th day
of January, 2000.



Notary Public



Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

No. 00-1144 C.D.

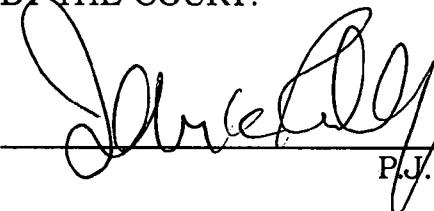
RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE
Defendants

ORDER

AND NOW, to wit, this 31 day of Jan, 2000,
upon Petition duly presented,

IT IS HEREBY ORDERED that notice and service of
process on the confession of judgment in ejectment shall be made by
Plaintiffs by posting the property with the notice as prescribed by
Pa. R.C.P. No. 2973(2) on the front door of the home improvement real
estate located on the premises subject to the ejectment action, which
notice shall remain in place for a period of at least ten days.

BY THE COURT:


P.J.

FILED

01/30/2001 1:00
JAN 31 2001
Atty

William A. Shaw
Prothonotary
G. K. K.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYVLANIA

STANLEY C. GEOREK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE,
Defendants

CIVIL ACTION - AT LAW

No. 00-1144 C.D.

Type of pleading:

**AFFIDAVIT OF SERVICE
OF PROCESS**

Filed on behalf of:

PLAINTIFFS

Counsel of record for this
party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

(814) 371-7768

FILED

MAR 07 2001

William A. Shaw
Prothonotary

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :
SS

AFFIDAVIT OF SERVICE OF PROCESS

AND NOW, comes the Plaintiffs, Stanley C. Georgek, Jr. and Connie D. Georgek, and state the following:

1. Pursuant to an Order of Court of January 31, 2001, the real estate subject to this action was posted on the front door, the most prominent location on the premises with notice as prescribed by Pa. R.C.P. 2973.2. A copy of the notice is attached hereto. The notice occurred from February 1, 2001 through February 21, 2001.

2. The Defendant parties, Richard John Blose and Karen Elizabeth Blose, have vacated the premises and have not resided in the premises since the time before this action commenced, therefore, it is not anticipated that ejectment will be required through sheriff's execution.

3. The last day in which any petition seeking relief from the judgment can be filed by the named Defendants is March 24, 2001.

Stanley C. Georgek
Stanley C. Georgek, Jr.

Connie D. Georgek
Connie D. Georgek

Sworn to and subscribed
before me this 5th day of

March, 2001.

Connie D. Georgek

Notary Public

Notarial Seal
Eleanor Haky, Notary Public
DuBois, Clearfield County
My Commission Expires Mar. 24, 2004

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

No. 00-1144 C.D.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE
Defendants

IN EJECTMENT

**NOTICE UNDER RULE 2973.2 OF
JUDGMENT AND EXECUTION**

Notice of Defendants' Rights

TO Richard John Blose
Karen Elizabeth Blose
1531 Treasure Lake
DuBois, PA 15801

A judgment for possession of real property has been entered against you and in favor of the Plaintiffs without prior notice and hearing based on a confession of judgment, contained in an Installment Land Contract allegedly executed by you. The Sheriff may remove you from the property at any time after thirty days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your being removed from the property. ANY PETITION SEEKING RELIEF FROM THE JUDGMENT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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.

Court Administrator
Clearfield County Courthouse
Second Floor
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

FILED

MAR 07 2001
MAR 10 27 1900 CC
William A. Shaw
Prothonotary



IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE,
Defendants

CIVIL ACTION - AT LAW

No. 00-1144 C.D.

Type of pleading:

**MOTION FOR FINAL
JUDGMENT AND EJECTMENT**

Filed on behalf of:

PLAINTIFFS

Counsel of record for this
party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

(814) 371-7768

FILED

APR 23 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

No. 00-1144 C.D.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE,
Defendants

MOTION FOR FINAL JUDGMENT AND EJECTMENT

AND NOW, come the Plaintiffs, Stanley C. Georgek, Jr. and Connie D. Georgek, and by their Attorney, Robert M. Hanak, motions your Honorable Court as follows:

1. Plaintiffs have confessed judgment through a Complaint in Confession of Judgment duly filed at the above docket. Judgment was secured through a confession of judgment by warrant of attorney as contained in a certain land installment contract between Plaintiffs and Defendants dated May of 1999.
2. Plaintiffs exercised all notice requirements and procedures as required by the Pennsylvania Rules of Civil Procedure, and as required by prior Order of this Court concerning notice dated January 31, 2001.
3. An Affidavit of Service of Process has been duly filed in the Office of the Prothonotary on March 7, 2001.

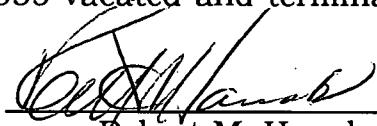
4. The Defendant parties, Richard John Blose and Karen Elizabeth Blose, have vacated the premises and have not resided in the premises since the time before this action was commenced.

5. The premises subject to the ejectment action is described as follows:

ALL that certain tract of land designated as Lot 116, Section 1, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

6. There have been no responses or pleadings nor motions to strike judgment filed by the respective Defendants.

WHEREFORE, Petitioners pray your Honorable Court to enter final judgment in ejectment on behalf of Plaintiffs, and against the named Defendants ejecting them from the above described premises and ordering all real estate rights which may have been created by the agreement of May 1999 vacated and terminated.



Robert M. Hanak
Attorney for Plaintiffs

FILED

APR 23 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STANLEY C. GEORGEK, JR. and
CONNIE D. GEORGEK,
Plaintiffs

vs.

No. 00-1144 C.D.

RICHARD JOHN BLOSE and
KAREN ELIZABETH BLOSE,
Defendants

FILED

APR 23 2001

ORDER

William A. Shaw
Prothonotary

AND NOW, this 23 day of April, 2001, upon

Motion presented to this Court, and it being determined that judgment has been taken by Plaintiffs, notice has been duly given to the Defendants, there have been no responses or petitions to strike the judgment filed by the Defendants, and 30 days has passed since notice and service of process,

IT IS HEREBY ORDERED that Defendants are hereby ejected from the premises described as:

ALL that certain tract of land designated as Lot 116, Section 1, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25;

and that any and all rights of possession or claims under an installment sale between the parties hereto affecting the above premises are hereby terminated

BY THE COURT:



FILED

APR 23 2001

OLIVER S. COOPER
William A. Shaw
Prothonotary
F. Key
Key