

00-1492-CD
LANNY BLOOM etal -vs- DANIEL J. SPINGOLA etux

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

LANNY BLOOM, SYLVAN BLOOM
and GERALD BLOOM
Plaintiffs

vs.

DANIEL J. SPINGOLA
and JULIA S. SPINGOLA, his wife,
Defendants

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:

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No. 2000-1492-CD

Action at Law-Ejectment
Jury Trial Demanded

Document filed: Complaint

Filed on behalf of:
Plaintiffs

Counsel for this Party:

John R. Carfley, Esq.

P. O. Box 249

Philipsburg, Pa., 16866

(814) 342-5581

ID# 17621

FILED

NOV 30 2000

12:24/uy

William A. Shaw

Prothonotary

2 CENT TO ATTY

80.-
BY ATTY

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

LANNY BLOOM, SYLVAN BLOOM
and GERALD BLOOM
Plaintiffs

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vs.

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No. 2000-

DANIEL J. SPINGOLA
and JULIA S. SPINGOLA, his wife,
Defendants

:

Action at Law-Ejectment

:

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claims 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 FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
COURTHOUSE
CLEARFIELD, PA., 16830
(814) 765-2641

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

LANNY BLOOM, SYLVAN BLOOM
and GERALD BLOOM
Plaintiffs

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vs.

:

No. 2000-

DANIEL J. SPINGOLA
and JULIA S. SPINGOLA, his wife,
Defendants

:

Action at Law-Ejectment

:

COMPLAINT

AND NOW come the plaintiffs, Lanny Bloom, Sylvan Bloom and Gerald Bloom, who by and through their attorney, John R. Carfley, Esquire, bring this action in ejectment against Daniel J. Spingola and Julia S. Spingola, his wife, defendants, the following of which is a statement:

1. Plaintiff, Lanny Bloom, is an adult individual, presently residing at New Millport, Pa.

2. Plaintiff is Sylvan Bloom, an adult individual, presently residing at New Millport, Pa.

3. Plaintiff is Gerald Bloom, an adult individual presently residing at New Millport, Pa.

4. Plaintiffs own a tract of land situate in Pike Township, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a cucumber tree, corner of land of Patterson Company, and on a line of Richard Humphreys; thence by said line and by line of Gustavus Risburg south two (2) degrees east three hundred and twenty (320) perches to an old Hemlock; thence by vacant land south eighty eight (88) degrees west, one hundred and sixty (160) perches; thence by land of Joseph Covett north two (2) degrees west, three hundred and twenty (320) perches and thence by land of said Patterson Company north eighty eight (88) degrees east, one hundred and sixty (160) perches to place of beginning. Excepting and reserving therefrom the following pieces of land conveyed by William A. Bloom in his lifetime; Six (6) acres and

ninety six (96) perches conveyed to Levi Bloom by deed recorded at Clearfield in Deed Book 23, Page 299; thirty (30) acres conveyed to Bert C. Erhard and Kinsley L. Arhard by deed recorded at Clearfield in Deed Book 82, page 217. Consisting of 56.4 acres more or less and more accurately described as bearing Clearfield County Assessment Number 126-H12-9.

5. Plaintiffs acquired title to the above described real property on August 20, 1990, through a deed recorded in the recorder's office of Clearfield County in Deeds & Records Volume 1445, Page 182. A true and correct copy of this deed is attached hereto as Exhibit "A" and incorporated herein as though fully set forth.

6. Parcel one of the said deed of conveyance is believed and therefore averred to contain acreage consisting of 56.4 acres as depicted on the survey map attached hereto as Exhibit B.

7. An abstract of title depicting the transfer of legal ownership of the said parcels vesting title thereto in the plaintiffs is attached hereto as Exhibit C.

8. Plaintiffs immediate predecessor in title, to wit, W. Hugh Norris, acquired legal title to two parcels by deed of Daniel J. Spingola and Julia S. Spingola, dated the 11th day of August, 1948, and entered for record in the office of the Recorder of Deeds of Clearfield county, Pennsylvania, in Deed Book Volume 393, Page 205.

9. At the present time it is believed and therefore averred that the defendants make claim of title to parcel one as described in the deed aforesaid by virtue of a deed dated the 4th day of October, 1949, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 401, Page 426.

10. It is believed and therefore averred that this deed is a

self serving document and insufficient to convey legal title to Spingola in that the said W. Hugh Norris and Grace Norris, his wife, failed to join in this conveyance. A true and correct copy of said deed is affixed hereto Exhibit D.

11. The said W. Hugh Norris was a career naval officer and as a result was outside the Clearfield County area for long periods of time. As a result he and his wife were unable to observe the property in question.

12. It is believed and therefore averred that during those periods of time when the legal owners were absent from the jurisdiction, Daniel J. Spingola and Julia S. Spingola, without color of title attempted to exercise dominion over the said parcel and permitted and abetted the conveyance of certain parcels of land to other individuals including but not limited to the following:

- (a) Assessment Number 126-H12-9.1 (4 Acres)
- (b) Assessment Number 126-H12-31

13. It is believed and therefore averred that the said defendant had no legal claim of title to the property from which the properties described in Paragraph 12(a-b) were derived and as a result the Grantees or their successors in title in these deeds can assert no legal claim of title to the subject premises.

WHEREFORE, plaintiffs request that this court enter judgment in favor of the plaintiffs and against the defendants pursuant to Pa. R.C.P. 3160 for possession of the real property described as follows:

BEGINNING at a cucumber tree, corner of land of Patterson Company, and on a line of Richard Humphreys; thence by said line and by line of Gustavus Risburg south two (2) degrees east three hundred and twenty (320) perches to an old Hemlock; thence by

vacant land south eighty eight (88) degrees west, one hundred and sixty (160) perches; thence by land of Joseph Covett north two (2) degrees west, three hundred and twenty (320) perches and thence by land of said Patterson Company north eighty eight (88) degrees east, one hundred and sixty (160) perches to place of beginning. Excepting and reserving therefrom the following pieces of land conveyed by William A. Bloom in his lifetime; Six (6) acres and ninety six (96) perches conveyed to Levi Bloom by deed recorded at Clearfield in Deed Book 23, Page 299; thirty (30) acres conveyed to Bert C. Erhard and Kinsley L. Arhard by deed recorded at Clearfield in Deed Book 82, page 217. Consisting of 56.4 acres more or less and more accurately described as bearing Clearfield County Assessment Number 126-H12-9.

COUNT II - ACTION FOR DAMAGES

14. Plaintiffs incorporate paragraphs 1-13 of this complaint herein by reference as though fully set forth.

16. Because of Defendants' inappropriate and unlawful use of said real property, and the transfer of those parcels hereinabove identified in Paragraph 12 for value, Plaintiffs have suffered damages in an amount exceeding the jurisdictional amount requiring arbitration.

WHEREFORE, Plaintiffs request this Court to enter judgment in favor of plaintiffs and against Defendants in an amount to be determined at trial.

COUNT III - ACTION TO RESCIND TRANSFERS OF REALTY

16. Plaintiffs incorporate by reference Paragraphs 1-15 of this complaint as fully as though set forth at length.

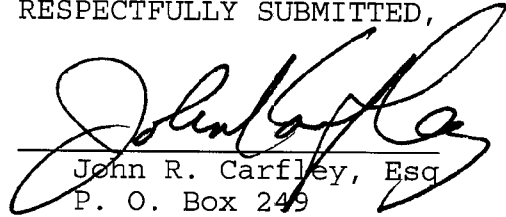
18. The transfers of real estate by the defendants to those individuals named in paragraph 12 hereof was illegal, without authority and without color of title to the said premises.

19. The said conveyances are in derogation of the plaintiffs' rights to the surface and mineral estate underlying the said

premises and should be set aside by this court as a transfer intended to defraud the legal and equitable owner of the said premises.

WHEREFORE, plaintiffs request this honorable court to enter an order setting aside the transfers of these properties as fraudulent and to vest full right, title and interest in the premises in the plaintiffs herein or in the alternative to award plaintiffs damages representing the fair market value of said properties.

RESPECTFULLY SUBMITTED,



John R. Carfley, Esq
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: November 29, 2000

VERIFICATION

I hereby verify that the statements made in this instrument are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Larry Z. Blom

Dated:

11/17/2000

AFFIDAVIT No. 14457

This Indenture

Made the 20th day of August 19 90,

Between W. HUGH NORRIS, an unmarried man,

party of the first part and

SYLVAN BLOOM, LANNY BLOOM and GERALD BLOOM

parties of the second part:

Witnesseth, that the said party of the first part, in consideration of

ONE DOLLAR AND OTHER VALUABLE CONSIDERATION

to him now paid by the said parties of the second part, does grant, bargain, sell

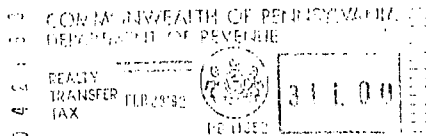
and convey unto the said parties of the second part, their heirs and assigns,

All those certain two pieces or parcels of land, situate in the Township of Pike, County of Clearfield and State of Pennsylvania,

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF PARCELS.

PROPERTY ADDRESS: R.D. 1, OLANTA, PENNSYLVANIA

Said two (2) pieces or parcels of land being the same premises which Daniel J. Spingola and Julia S. Spingola, his wife, granted and conveyed unto W. Hugh Norris and Grace Norris, husband and wife, by Deed dated August 11, 1948 and recorded October 11, 1948, in the Recorder's Office of Clearfield County, PA in Deed Book Volume 393, Page 205. The said Grace Norris having died 2/3/90 whereupon title to described premises vested in Grantor herein.



CURWENSVILLE AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 311.00

PAID 2-28-92 KAREN L. STARCK
Date Agent

Exhibit A

with the appurtenances: **To Have and To Hold** the same unto and for the use of the said
part ies of the second part, their heirs and assigns forever,

And the said party of the first part

for his heirs, executors and administrators covenant s with the
said part ies of the second part, their heirs and assigns against
all lawful claimants

the same and every part thereof to Warrant and Defend.

NOTICE—THIS DOCUMENT ~~DOES NOT~~ SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO
HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO RE-
MOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE
LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF
THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE
CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the
manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded
instruments, if any.]

Witness the hand and seal of the said part y of the first part.

Witness:

W. Hugh Norris
W. HUGH NORRIS

SEAL

SEAL

SEAL

SEAL

SEAL

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE
AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF
THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION
AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL
MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE
PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH
THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED
HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION
ACT OF 1966.

WITNESS:

Commonwealth of Pennsylvania }
County of _____ } ss.

On this the _____ day of _____, A.D. 19 _____,
before me the undersigned officer, personally appeared
known to me
(or satisfactorily proven) to be the person whose name _____
subscribed to the within in-
strument and acknowledged that _____ executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

My commission expires _____

(Title of Officer)

Commonwealth of Pennsylvania

County of

On this day of

A.D. 19, before me

in and for said

came the above named

and acknowledged the foregoing Indenture to be
 act and deed, to
 the end that it may be recorded as such.

Witness my hand and

seal.



My Commission Expires

State of WASHINGTON

County of CLALLAM

On this, the 20th day of August, 1990

before me Pam Hooper

the undersigned officer, personally appeared

W. HUGH NORRIS

known to me (or satisfactorily proven) to be the
 person whose name is subscribed to the
 within instrument and acknowledged that he
 executed the same for the purposes therein con-
 tained.

In Witness Whereof, I hereunto set my hand and
 official seal.

NOTARY PUBLIC FOR THE STATE OF WASHINGTON

Title of Officer.

My Commission Expires 10/1/90

Certificate of Residence

I,

do hereby certify that

precise residence is

SYLVAN BLOOM

Witness my hand this

Box 30
 New Milport, Pa
 16841

day of
 August, 19

Statutory 311.00
 Unrecorded 155.50
 Recorded Pub. Trwp. 155.50

Page

(Adopted)

From

To

Fees, \$

P. O. Nally Co., Law Blank Publishers
 427 Fourth Avenue, Pittsburgh, Pa. 15219

Commonwealth of Pennsylvania

County of Clearfield

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 11:55 AM 2-28-92

BY Sylvan Bloom

FEES 155.50

Karen L. Starck, Recorder

Recorded on this 28th day of Feb

A.D. 1992, in the Recorder's office of the said County, in Deed Book,

Volume 1445, page 182

Given under my hand and the seal of the said office, the day and year
 aforesaid.

Recorder.

My Commission Expires
 First Monday in January, 1996

Entered of Record Feb 28 1992 11:55 AM Karen L. Starck Recorder

SLOPPY

NOTE: Part by Survey,
Part by Descriptions in Deeds

MAP
SHOWING DIVISION
OF
JOHN LADD HOWELL WARRANT
PIKE TWP. CLFD. CO., PA.
SCALE 1" = 400'
CLEARFIELD PA. ROY C. HINDIG
SEPT 27, 1949 REG. ENGR.

CURRY

WILLIAMS

Now or Formerly BLOOM

(Now or Formerly)
STARR

SNYDE

PERRY BOWMAN

(56.76 Acres)

Township Road (Dirt)
S 86° 00' E 1312.0

TO MILLPORT
N 80° 29' E 291.0
476'
0.162 E 165 M 900.82.5
N 75° 26' E 466.0
Perry Bowman
Reserve
6.42 Abs.
By Survey
Deed Description
(Inadequate)

DANIEL SPINGOLA

Now

NORRIS

(58.4 Acres)

SMITH

Western Half

Eastern Half

JOHN LADD HOWELL
WARRANT

(Now or Formerly)

BERT C. ERHARD

(Now or Formerly)

JACOB ARNOLD

Little Clearfield Creek

(Now or Formerly)

ENDS BLOOM

ABSTRACT OF TITLE

1. Deed: W. Hugh Norris, unmarried
To Sylvan Bloom, Lanny Bloom and
Gerald Bloom
Dated: August 20, 1990
DB: 1445, Page 182

Estate: W. Hugh Norris, acquired full
right, title and interest in the
subject premises upon the death
of Grace Norris, his wife on
February 13, 1990.

2. Deed: Daniel J. Spingola and
Julia S. Spingola, his wife
To W. Hugh Norris and Grace Norris, his wife
Dated: August 11, 1948
DB: 393, Page 205
3. Deed: Perry Bowman and
Elizabeth Bowman, his wife
To Daniel J. Spingola
Dated: August 3, 1948
DB: 392, Page 377
4. Deed: Frank G. Smith et. al.
To Perry Bowman and
Elizabeth Bowman, his wife
Dated: July 2, 1943
DB: 351, Page 218

This Deed,

Made the Fourth day of October in the year
of our Lord one thousand nine hundred and Forty-Nine

Between Daniel J. Spingola and Julia S. Spingola, his wife, of the
Borough of Clearfield, Clearfield County, Pennsylvania, parties of
the first part, hereinafter called the

Grantor s ,

and W. Hugh Norris and Grace Norris, his wife, of Pike Township,
Clearfield County, Pennsylvania, as tenants by entireties, parties
of the second part, hereinafter called the

Grantee s :

Witnesseth, that in consideration of

ONE (\$1.00) Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby
grant and convey to the said grantee s, their heirs and assigns,

ALL that certain piece or parcel of land situate in the Town-
ship of Pike, County of Clearfield, and Commonwealth of Pennsylvania,
Bounded and described as follows:

BEGINNING at a point on the Western boundary line of
the "John Ladd Howell Warrant" at the intersection thereof
with the Northern right of way of the New York Central
Railroad Beech Creek Division (abandoned), about one-fourth
(1/4) miles East of New Millport station; thence by the
Western line of said Warrant, being the line of Ferguson
Township, North four (4) degrees thirty-five (35) minutes
East for a distance of two thousand five hundred sixteen
and three-tenths (2,516.3) feet to point of intersection of
State Highway Route No. 1737 (macadam) with Township road
(dirt), leading from Clanta to New Millport, Pennsylvania;
thence by said Township road, its several courses and distances
in a Northeasterly direction two thousand seven hundred
eighty-three and nine-tenths (2,783.9) feet to line of land
of Snyder; thence along Snyder line South four (4) degrees
twenty (20) minutes East two thousand eight hundred and
seventy (2,870) feet to post corner of land now or formerly
of B. C. and K. L. Erhard; thence along line of Erhard North
eighty-five (85) degrees West one thousand three hundred
and twenty (1,320) feet to a post corner of Erhard land;
thence along line of Erhard South four (4) degrees twenty
(20) minutes West eight hundred (800) feet to point in the
Northern right of way line, being thirty-three (33) feet
from the center line of the New York Central Railroad
Beech Creek Division (abandoned), at right angles thereto;
thence North seventy-five (75) degrees West one thousand
three hundred fifty-two and eight-tenths (1,352.8) feet to
point in the Western line of the John Ladd Howell Warrant
and place of beginning. Containing in all one hundred and
fifty-eight (158) Acres, more or less, and being part of
the John Ladd Howell Warrant as mapped out and surveyed by
Roy C. Kindig, Engineer, Clearfield, Pennsylvania, on
September 27, 1949, a copy of said map or survey being
attached to the corrected deed of conveyance from Perry
Bowman and Elizabeth Bowman, his wife, to Daniel J. Spingola,
dated October 3rd, 1949, recorded at Clearfield in Deed

Book , Page

EXCEPTING AND RESERVING from the above described premises a lot or piece of land beginning at a post on the South side of Township road leading from Olanta to New Millport, Penna, four hundred and sixteen (416) feet East of the Ferguson Township line; thence extending over land of the Grantors South seven (7) degrees ten (10) minutes East four hundred fifty-five and five-tenths (455.5) feet to a post corner; thence extending over land of the Grantors North seventy-five (75) degrees East seven hundred and forty-five (745) feet to a post corner; thence extending over land of the Grantors North fourteen (14) degrees fifty-one (51) minutes West four hundred and twenty-five (425) feet to the South side of Township road leading from Olanta to New Millport, Penna; thence by said Township road, its several courses and distances in a Southwesterly direction five hundred seventy-five and one-tenth (575.1) feet to post on the South side of Township road and place of beginning. Containing six (6) Acres, more or less.

ALSO EXCEPTING AND RESERVING from the above described premises all the coal, fire clay, other minerals, oil and gas, with the right of ingress, egress and regress into, through and upon the above described land, for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these purposes the said Grantors have the right to mine and remove the said coal, fire clay, other minerals, oil and gas, according to any and all known modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the land for drifts, headings, openings, shafts, air shafts, tipples, dumps, chutes, railroads, roads, lateral railroads, electric power or transmission lines, improvements and other buildings), except miner's houses, upon, over, across and through said land and the surface of the same, so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings, thereon erected, springs, waters, or any other damages that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire clay, other minerals, oil and gas from said land.

Being part of the same premises which Frank G. Smith, et ux, by their deed dated July 2nd, 1943, recorded at Clearfield in Deed Book 351, page 218, granted and conveyed unto Perry Bowman and Elizabeth Bowman, his wife. And being the same premises which Perry Bowman and Elizabeth Bowman, his wife, by their corrected deed of conveyance, dated the 3rd day of October, A. D., 1949, recorded at Clearfield in Deed Book , Page , granted and conveyed unto Daniel J. Spingola, Grantor herein named.

This deed is made in lieu of, and to correct the description in a certain deed of conveyance made by the parties of the first part to the parties of the second part, dated the 11th day of August, A. D., 1948, recorded at Clearfield in Deed Book 393, page 205, in that the description contained in said former deed of conveyance was erroneously copied from the description contained in former deed of conveyance to the Grantors named therein, and should have been ^{drawn} in accordance with a recent survey made of said premises by Roy C. Kindig, Engineer, Clearfield, Pennsylvania, a copy of which is attached to the corrected deed of conveyance of Perry Bowman and Elizabeth Bowman, his wife, to Daniel J. Spingola, Grantor herein named, dated October 3rd, 1949, recorded at Clearfield in Deed Book , page , showing the definite location and description of the premises intended to be conveyed, reference thereto being had will more fully and at large appear.

And the said grantors, do hereby covenant that they will WARRANT
 GENERALLY the property hereby conveyed.

In Witness Whereof, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
 in the Presence of

[Signature]

Daniel J. Spingola
Julia S. Spingola



State of PENNSYLVANIA

County of CLEARFIELD.

} ss.

On this, the Sixth day of October 1949, before me,

the undersigned officer, personally appeared Daniel J. Spingola and Julia S. Spingola, his 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 purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Nadine M. Laughlin

Notary Public

Title of Officer

My comm. expires 1-7-51



CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee is
Pike Township, Clearfield County, Pennsylvania.

October 4th, 1949.

Entered of Record Oct 7 1949, 4-27 pm. Attorney for Grantors
Weir W. Mullen, Recorder

Deed

Daniel J. Spingola and Julia
S. Spingola, his wife

T O

W. Hugh Norris and Grace
Norris, husband and wife

WARRANTY

CLEARFIELD CO. SS
ENTERED IN RECORD

OCT 7 1949
TIME 4:27 PM
BY A.B. SHAW
FEE \$ 3.00
FOR RECORDING

A. B. SHAW
ATTORNEY AT LAW
CLEARFIELD, PA.

COMMONWEALTH OF PENNSYLVANIA,

County of

Clearfield

ss.

RECORDED on this

7

day of

Oct

A. D. 1949, in the Recorder's office of said County, in Deed Book

Vol. 401, Page 426.

Given under my hand and the seal of the said office, the date above written.

Weir W. Mullen Recorder.
mt

3 Jan 01 Document
Reinstated/Released to Sheriff's Agency
for service.


Deputy Prothonotary

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

LANNY BLOOM, SYLVAN BLOOM
and GERALD BLOOM
Plaintiffs

:

vs.

: No. 2000-1492-CD

DANIEL J. SPINGOLA
and JULIA S. SPINGOLA, his wife,
Defendants

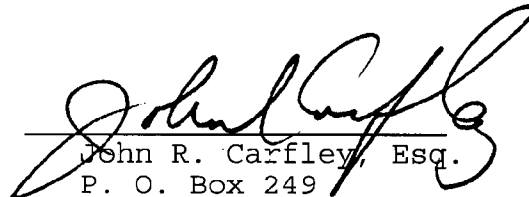
: Action at Law-Ejectment

:

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

PLEASE reinstate the complaint filed in the above captioned
matter.


John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: January 2, 2001

FILED

JAN 03 2001

William A. Shaw
Prothonotary

FILED

JAN 03 2001
011130/acty Caylor
William A. Shaw
Prothonotary

PD \$7.00

Comp. to Shaw
192

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10451

BLOOM, LANNY, SYLVAN & GERALD

00-1492-CD

VS.

SPINGOLA, DANIEL J. and JULIA S.

COMPLAINT IN EJECTMENT

SHERIFF RETURNS

NOW DECEMBER 21, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN EJECTMENT "NOT FOUND" AS TO DANIEL J. SPINGOLA, DEFENDANT. ACCORDING TO RESIDENTS AT SAID ADDRESS DANIEL J. SPINGOLA IS "DECEASED".

NOW DECEMBER 8, 2000, BOB MERSKI, SHERIFF OF ERIE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN EJECTMENT ON JULIA S. SPINGOLA, DEFENDANT.

NOW DECEMBER 19, 2000 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN EJECTMENT ON JULIA S. SPINGOLA, DEFENDANT BY DEPUTIZING THE SHERIFF OF ERIE COUNTY. THE RETURN OF SHERIFF MERSKI IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND" AS TO DANIEL J. SPINGOLA. TENANT AT RESIDENCE STATED NEVER HEARD OF DANIEL J. SPINGOLA.

Return Costs

Cost	Description
30.10	SHFF. HAWKINS PAID BY: ATTY
59.00	SHFF. MERSKI PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10451

BLOOM, LANNY, SYLVAN & GERALD

00-1492-CD

VS.

SPINGOLA, DANIEL J. and JULIA S.

COMPLAINT IN EJECTMENT

SHERIFF RETURNS

Sworn to Before Me This

¹⁰_{th} Day Of *January* 2000

William A. Shaw

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

FILED

ml 10:14 AM
JAN 10 2001 *ES*

William A. Shaw
Prothonotary

SHERIFF'S RETURN - NCT SERVED

CASE NO: 2000-01492 T
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ERIE

LANNY BLOOM

VS

DANIEL J SPINGOLA

Bob Merski, Sheriff, who being duly sworn
according to law, says, that he made a diligent search and inquiry for
the within named DEFENDANT, to wit:

SPINGOLA DANIEL J but was
unable to locate Him in his bailiwick. He therefore returns the
COMPLAINT

NOT SERVED, as to
the within named DEFENDANT, SPINGOLA DANIEL J

MS SWARTZWELDER TENANT AT ADDRESS HAS LIVED THERE
FOR 2.5 YRS NEVER HEARD OF DEFENDANT

Sheriff's Costs:

Docketing	.00
Service	.00
Affidavit	.00
Surcharge	.00
	.00
	.00

So answers:

Bob Merski
Bob Merski, Sheriff

00/00/0000

Sworn and subscribed to before me

this 19th day of December
2000 A.D.

Barbara D. Turner
Notary

Notarial Seal
Barbara D. Turner, Notary Public
Erie, Erie County
My Commission Expires Apr. 7, 2003



OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-5089

Sheriff's Office Clearfield County

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

CHESTER A. HAWKINS
SHERIFF

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LANNY BLOOM, al

NO. 00-1492-CD

VS

ACTION: COMPLAINT IN EJECTMENT

DANIEL J. SPINGOLA al

SERVE BY: 12/30/00

OR

HEARING DATE:

SERVE: JULIA S. SPINGOLA

ADDRESS: 1550 West 54th St., Erie, Pa. PHONE: 866-1568

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of ERIE County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 8th day of DECEMBER 2000.

Respectfully,


-CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: JOHN R. CARFLEY, Attorney

RECEIPT FOR PAYMENT
=====

Erie County Pennsylvania
140 West Sixth St - 4th Floor
Erie, PA 16501-1077

Receipt Date 12/12/2000
Receipt Time 11:28:42
Receipt No. 138303

LANNY BLOOM (VS) DANIEL J SPINGOLA

Case Number 2000-01492 T
Service Info
Remarks PD ATTY CARFLEY
BT/CIVIL

Total Check... + 59.00
Total Cash.... + .00
Cash Out..... - .00
Receipt total. = 59.00

Check No. 5008

----- Distribution Of Payment -----

Transaction Description	Payment Amount
SHERIFF FEES	59.00
	<hr/>
	59.00

TREASURER OF ERIE COUNTY

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

LANNY BLOOM, SYLVAN BLOOM
and GERALD BLOOM
Plaintiffs

vs.

DANIEL J. SPINGOLA
and JULIA S. SPINGOLA, his wife,
Defendants

:

:

:

:

:

:

:

:

:

No. 2000- 1492-CD

Action at Law-Ejectment
Jury Trial Demanded

Document filed: Complaint

Filed on behalf of:
Plaintiffs

Counsel for this Party:
John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID# 17621

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

NOV 30 2000

Attest:


Prothonotary

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

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

vs. : No. 2000-

DANIEL J. SPINGOLA : Action at Law-Ejectment
and JULIA S. SPINGOLA, his wife,
Defendants :

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claims 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 FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
COURTHOUSE
CLEARFIELD, PA., 16830
(814) 765-2641

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

LANNY BLOOM, SYLVAN BLOOM
and GERALD BLOOM
Plaintiffs

vs.

DANIEL J. SPINGOLA
and JULIA S. SPINGOLA, his wife,
Defendants

:
:
No. 2000-
:
Action at Law-Ejectment
:
:

COMPLAINT

AND NOW come the plaintiffs, Lanny Bloom, Sylvan Bloom and Gerald Bloom, who by and through their attorney, John R. Carfley, Esquire, bring this action in ejectment against Daniel J. Spingola and Julia S. Spingola, his wife, defendants, the following of which is a statement:

1. Plaintiff, Lanny Bloom, is an adult individual, presently residing at New Millport, Pa.

2. Plaintiff is Sylvan Bloom, an adult individual, presently residing at New Millport, Pa.

3. Plaintiff is Gerald Bloom, an adult individual presently residing at New Millport, Pa.

4. Plaintiffs own a tract of land situate in Pike Township, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a cucumber tree, corner of land of Patterson Company, and on a line of Richard Humphreys; thence by said line and by line of Gustavus Risburg south two (2) degrees east three hundred and twenty (320) perches to an old Hemlock; thence by vacant land south eighty eight (88) degrees west, one hundred and sixty (160) perches; thence by land of Joseph Covett north two (2) degrees west, three hundred and twenty (320) perches and thence by land of said Patterson Company north eighty eight (88) degrees east, one hundred and sixty (160) perches to place of beginning. Excepting and reserving therefrom the following pieces of land conveyed by William A. Bloom in his lifetime; Six (6) acres and

vacant land south eighty eight (88) degrees west, one hundred and sixty (160) perches; thence by land of Joseph Covett north two (2) degrees west, three hundred and twenty (320) perches and thence by land of said Patterson Company north eighty eight (88) degrees east, one hundred and sixty (160) perches to place of beginning. Excepting and reserving therefrom the following pieces of land conveyed by William A. Bloom in his lifetime; Six (6) acres and ninety six (96) perches conveyed to Levi Bloom by deed recorded at Clearfield in Deed Book 23, Page 299; thirty (30) acres conveyed to Bert C. Erhard and Kinsley L. Arhard by deed recorded at Clearfield in Deed Book 82, page 217. Consisting of 56.4 acres more or less and more accurately described as bearing Clearfield County Assessment Number 126-H12-9.

COUNT II - ACTION FOR DAMAGES

14. Plaintiffs incorporate paragraphs 1-13 of this complaint herein by reference as though fully set forth.

16. Because of Defendants' inappropriate and unlawful use of said real property, and the transfer of those parcels hereinabove identified in Paragraph 12 for value, Plaintiffs have suffered damages in an amount exceeding the jurisdictional amount requiring arbitration.

WHEREFORE, Plaintiffs request this Court to enter judgment in favor of plaintiffs and against Defendants in an amount to be determined at trial.

COUNT III - ACTION TO RESCIND TRANSFERS OF REALTY

16. Plaintiffs incorporate by reference Paragraphs 1-15 of this complaint as fully as though set forth at length.

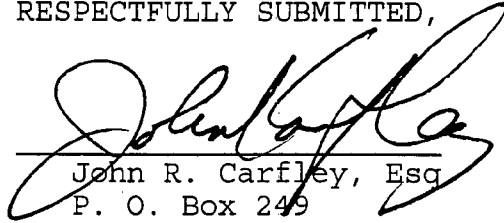
18. The transfers of real estate by the defendants to those individuals named in paragraph 12 hereof was illegal, without authority and without color of title to the said premises.

19. The said conveyances are in derogation of the plaintiffs' rights to the surface and mineral estate underlying the said

premises and should be set aside by this court as a transfer intended to defraud the legal and equitable owner of the said premises.

WHEREFORE, plaintiffs request this honorable court to enter an order setting aside the transfers of these properties as fraudulent and to vest full right, title and interest in the premises in the plaintiffs herein or in the alternative to award plaintiffs damages representing the fair market value of said properties.

RESPECTFULLY SUBMITTED,



John R. Carfley, Esq
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: November 29, 2000

VERIFICATION

I hereby verify that the statements made in this instrument are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Lance R. Blane

Dated:

11/17/2000

This Indenture

Made the 20th day of August 19 90,

Between W. HUGH NORRIS, an unmarried man,

party of the first part and

SYLVAN BLOOM, LANNY BLOOM and GERALD BLOOM

parties of the second part:

Witnesseth, that the said party of the first part, in consideration of
ONE DOLLAR AND OTHER VALUABLE CONSIDERATION

to him now paid by the said parties of the second part, does grant, bargain, sell
and convey unto the said parties of the second part, their heirs and assigns,

All those certain two pieces or parcels of land, situate in the Township of Pike, County
of Clearfield and State of Pennsylvania,

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF PARCELS.

PROPERTY ADDRESS: R.D. 1, OLANTA, PENNSYLVANIA

Said two (2) pieces or parcels of land being the same premises which Daniel J. Spingola and Julia S. Spingola, his wife, granted and conveyed unto W. Hugh Norris and Grace Norris, husband and wife, by Deed dated August 11, 1948 and recorded October 11, 1948, in the Recorder's Office of Clearfield County, PA in Deed Book Volume 393, Page 205. The said Grace Norris having died 2/3/90 whereupon title to described premises vested in Grantor herein.

CURWENSVILLE AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 311.00

PAID 2-28-92 KAREN L. STARCK
Date Agent

Exhibit A

with the appurtenances: **To Have and To Hold** the same unto and for the use of the said
parties of the second part, their heirs and assigns forever,

And the said party of the first part

for his heirs, executors and administrators covenants with the
said parties of the second part, their heirs and assigns against
all lawful claimants

the same and every part thereof to Warrant and Defend.

NOTICE—THIS DOCUMENT ~~MAY NOT~~ SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO
HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL ~~MAY HAVE~~ THE COMPLETE LEGAL RIGHT TO RE-
MOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE
LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF
THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE
CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the
manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded
instruments, if any.]

Witness the hand and seal of the said party of the first part.

Witness:

W. Hugh Norris
W. HUGH NORRIS



NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE
AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF
THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION
AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL
MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE
PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH
THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED
HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION
ACT OF 1966.

WITNESS:

Commonwealth of Pennsylvania } ss.
County of

On this the day of, A.D. 19,
before me the undersigned officer, personally appeared
known to me
(or satisfactorily proven) to be the person whose name subscribed to the within in-
strument and acknowledged that executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

My commission expires

(Title of Officer)

Commonwealth of Pennsylvania } ss.
County of

On this day of
A.D. 19, before me
in and for said
came the above named

and acknowledged the foregoing Indenture to be
act and deed, to
the end that it may be recorded as such.

Witness my hand and seal.
My Commission Expires.....

State of WASHINGTON
County of CLALLAM

On this, the 20th day of August, 1990
before me Pam Hooper
the undersigned officer, personally appeared
W. HUGH NORRIS

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

In Witness Whereof, I hereunto set my hand and
official seal.

NOTARY PUBLIC FOR THE STATE OF WASHINGTON
Title of Officer.

My Commission Expires..... 10/1/90

Certificate of Residence

I, do hereby certify that

precise residence is
Witness my hand this day of 19

Statute 311.00
Unrevised 155.50
Recorded Pike Traps. 155.50

Vol. (Adopted) Page
From To
Fees, \$

Commonwealth of Pennsylvania } ss.
County of Clearfield

CLEARFIELD COU Y
ENTERED OF RECORD
TIME 11:55 AM 2-28-92
BY Sylvan Bloom
FEES 15.50
Karen L. Starck, Recorder

Recorded on this 28th day of Feb
A.D. 1992, in the Recorder's office of the said County, in Deed Book,
Volume 1445, page 182

Given under my hand and the seal of the said office, the day and year
aforesaid.

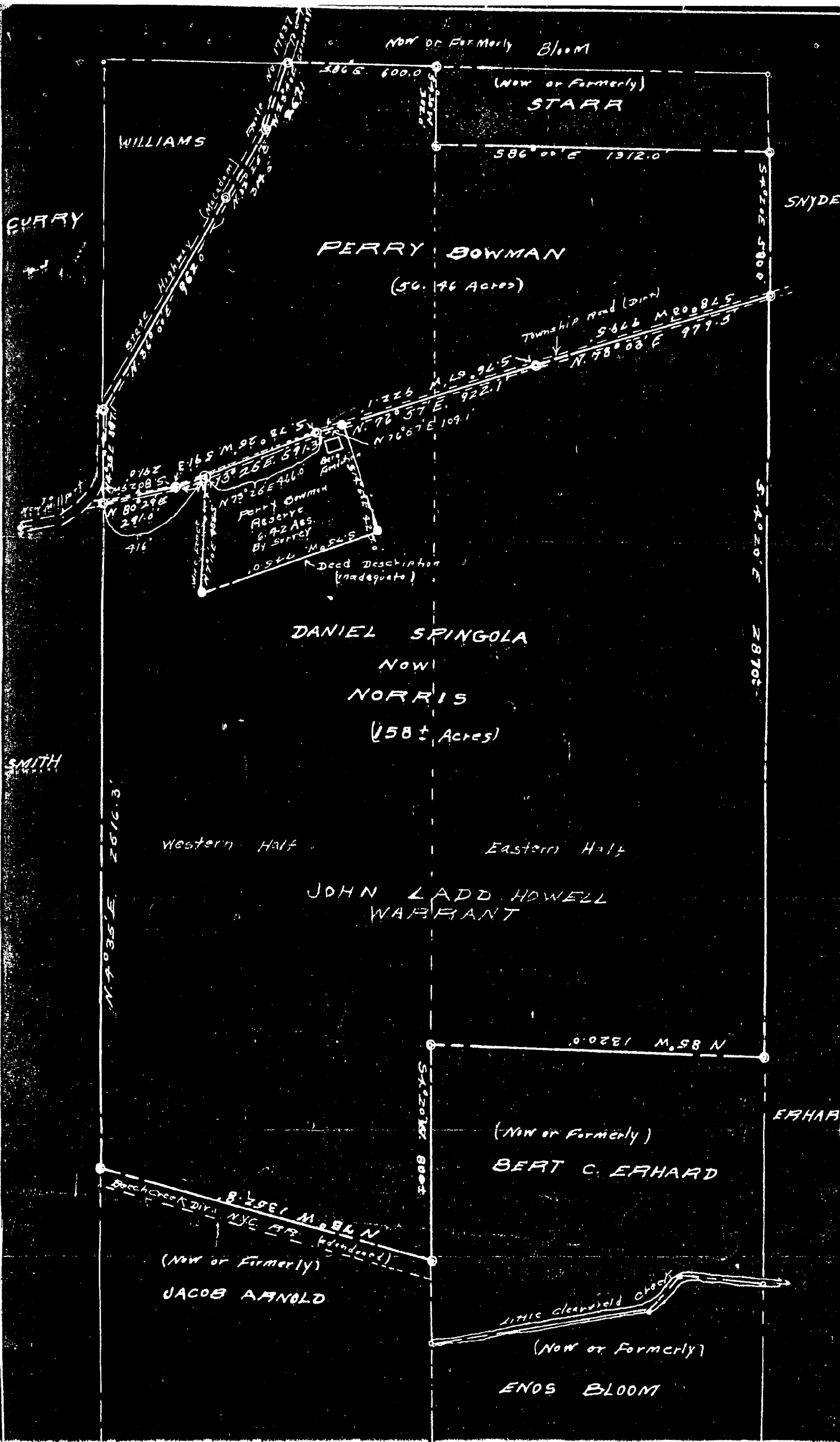
My Commission Expires
First Monday in January, 1996

Karen L. Starck
Recorder.

SLOPPY

NOTE: Part by Survey,
Part by Descriptions in Deeds

MAP
SHOWING DIVISION
OF
JOHN LADD HOWELL WARRANT
PIKE TWP., CLFD. CO., PA.
SCALE 1"=400'
CLEARFIELD PA. ROY C. KINDIG
SEPT 27, 1949 REG. ENGR.



Now or Formerly Bloom

(Now or Formerly)

STARR

WILLIAMS

CURRY

PERRY BOWMAN

(56.46 Acres)

SNYDE

Township Road (Dirt)

S86°00'E 1312.0

N78°08'E 979.5

1225 M. 19.945

N78°57'E 922.1

N76°57'E 109.1

0162 E. 16 S. M. 95.825

N73°26'E 591.3

N73°26'E 466.0

N73°26'E 466.0

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N73°26'E 466.0

DANIEL SPINGOLA

Now

NORRIS

(58.4 Acres)

Western Half

Eastern Half

JOHN LADD HOWELL

WARRANT

(Now or Formerly)

BERT C. ERHARD

ERHARD

(Now or Formerly)

JACOB ARNOLD

Little Clearfield Creek

(Now or Formerly)

ENDS BLOOM

ABSTRACT OF TITLE

1. Deed: W. Hugh Norris, unmarried
To Sylvan Bloom, Lanny Bloom and
Gerald Bloom
Dated: August 20, 1990
DB: 1445, Page 182

Estate: W. Hugh Norris, acquired full
right, title and interest in the
subject premises upon the death
of Grace Norris, his wife on
February 13, 1990.

2. Deed: Daniel J. Spingola and
Julia S. Spingola, his wife
To W. Hugh Norris and Grace Norris, his wife
Dated: August 11, 1948
DB: 393, Page 205
3. Deed: Perry Bowman and
Elizabeth Bowman, his wife
To Daniel J. Spingola
Dated: August 3, 1948
DB: 392, Page 377
4. Deed: Frank G. Smith et. al.
To Perry Bowman and
Elizabeth Bowman, his wife
Dated: July 2, 1943
DB: 351, Page 218

This Deed,

Made the Fourth day of October in the year
of our Lord one thousand nine hundred and Forty-Nine

Between Daniel J. Spingola and Julia S. Spingola, his wife, of the
Borough of Clearfield, Clearfield County, Pennsylvania, parties of
the first part, hereinafter called the

Grantor s ,

and W. Hugh Norris and Grace Norris, his wife, of Pike Township,
Clearfield County, Pennsylvania, as tenants by entreties, parties
of the second part, hereinafter called the

Grantee s :

Witnesseth, that in consideration of

ONE (\$1.00) Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby
grant and convey to the said grantee s, their heirs and assigns,

ALL that certain piece or parcel of land situate in the Town-
ship of Pike, County of Clearfield, and Commonwealth of Pennsylvania,
Bounded and described as follows:

BEGINNING at a point on the Western boundary line of
the "John Ladd Howell Warrant" at the intersection thereof
with the Northern right of way of the New York Central
Railroad Beech Creek Division (abandoned), about one-fourth
(1/4) miles East of New Millport station; thence by the
Western line of said Warrant, being the line of Ferguson
Township, North four (4) degrees thirty-five (35) minutes
East for a distance of two thousand five hundred sixteen
and three-tenths (2,516.3) feet to point of intersection of
State Highway Route No. 1737 (macadam) with Township road
(dirt), leading from Olanta to New Millport, Pennsylvania;
thence by said Township road, its several courses and distances
in a Northeasterly direction two thousand seven hundred
eighty-three and nine-tenths (2,783.9) feet to line of land
of Snyder; thence along Snyder line South four (4) degrees
twenty (20) minutes East two thousand eight hundred and
seventy (2,870) feet to post corner of land now or formerly
of B. C. and K. L. Erhard; thence along line of Erhard North
eighty-five (85) degrees West one thousand three hundred
and twenty (1,320) feet to a post corner of Erhard land;
thence along line of Erhard South four (4) degrees twenty
(20) minutes West eight hundred (800) feet to point in the
Northern right of way line, being thirty-three (33) feet
from the center line of the New York Central Railroad
Beech Creek Division (abandoned), at right angles thereto;
thence North seventy-five (75) degrees West one thousand
three hundred fifty-two and eight-tenths (1,352.8) feet to
point in the Western line of the John Ladd Howell Warrant
and place of beginning. Containing in all one hundred and
fifty-eight (158) Acres, more or less, and being part of
the John Ladd Howell Warrant as mapped out and surveyed by
Roy C. Kindig, Engineer, Clearfield, Pennsylvania, on
September 27, 1949, a copy of said map or survey being
attached to the corrected deed of conveyance from Perry
Bowman and Elizabeth Bowman, his wife, to Daniel J. Spingola,
dated October 3rd, 1949, recorded at Clearfield in Deed

Book , Page

EXCEPTING AND RESERVING from the above described premises a lot or piece of land beginning at a post on the South side of Township road leading from Olanta to New Millport, Penna, four hundred and sixteen (416) feet East of the Ferguson Township line; thence extending over land of the Grantors South seven (7) degrees ten (10) minutes East four hundred fifty-five and five-tenths (455.5) feet to a post corner; thence extending over land of the Grantors North seventy-five (75) degrees East seven hundred and forty-five (745) feet to a post corner; thence extending over land of the Grantors North fourteen (14) degrees fifty-one (51) minutes West four hundred and twenty-five (425) feet to the South side of Township road leading from Olanta to New Millport, Penna; thence by said Township road, its several courses and distances in a Southwesterly direction five hundred seventy-five and one-tenth (575.1) feet to post on the South side of Township road and place of beginning. Containing six (6) Acres, more or less.

ALSO EXCEPTING AND RESERVING from the above described premises all the coal, fire clay, other minerals, oil and gas, with the right of ingress, egress and regress into, through and upon the above described land, for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these purposes the said Grantors have the right to mine and remove the said coal, fire clay, other minerals, oil and gas, according to any and all known modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the land for drifts, headings, openings, shafts, air shafts, tipples, dumps, chutes, railroads, roads, lateral railroads, electric power or transmission lines, improvements and other buildings), exempt miner's houses, upon, over, across and through said land and the surface of the same, so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings, thereon erected, springs, waters, or any other damages that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire clay, other minerals, oil and gas from said land.

Being part of the same premises which Frank G. Smith, et ux, by their deed dated July 2nd, 1943, recorded at Clearfield in Deed Book 351, page 218, granted and conveyed unto Perry Bowman and Elizabeth Bowman, his wife. And being the same premises which Perry Bowman and Elizabeth Bowman, his wife, by their corrected deed of conveyance, dated the 3rd day of October, A. D., 1949, recorded at Clearfield in Deed Book , Page , granted and conveyed unto Daniel J. Spingola, Grantor herein named.

This deed is made in lieu of, and to correct the description in a certain deed of conveyance made by the parties of the first part to the parties of the second part, dated the 11th day of August, A. D., 1948, recorded at Clearfield in Deed Book 393, page 205, in that the description contained in said former deed of conveyance was erroneously copied from the description contained in former deed of conveyance to the Grantors named therein, and should have been drawn in accordance with a recent survey made of said premises by Roy C. Kindig, Engineer, Clearfield, Pennsylvania, a copy of which is attached to the corrected deed of conveyance of Perry Bowman and Elizabeth Bowman, his wife, to Daniel J. Spingola, Grantor herein named, dated October 3rd, 1949, recorded at Clearfield in Deed Book , page , showing the definite location and description of the premises intended to be conveyed, reference thereto being had will more fully and at large appear.

And the said grantor s , do hereby covenant that they will WARRANT
 , GENERALLY the property hereby conveyed.

In Witness Whereof, said grantor s have hereunto set their hands and seal s the
 day and year first above written.

Signed, Sealed and Delivered
 in the Presence of

Daniel J. Spingola
Julia S. Spingola



State of PENNSYLVANIA

County of CLEARFIELD

On this, the Sixth day of October 1949, before me,

the undersigned officer, personally appeared Daniel J. Spingola and Julia S.
 Spingola, his wife,
 known to me (or satisfactorily proven) to be the person s whose name s are subscribed to
 the within instrument, and acknowledged that t hey executed the same for the purposes therein
 contained.

In witness whereof, I hereunto set my hand and official seal.

Nadine M. Laughlin

Notary Public

Title of Officer

My comm. expires 1-7-51



CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee is
Pike Township, Clearfield County, Pennsylvania.

October 4th, 1949.

Entered of Record Oct 7 1949, 4-27 PM. Attorney for Grantors
Weir W. Mullen, Recorder

Deed

Daniel J. Spingola and Julia
S. Spingola, his wife

T O

W. Hugh Norris and Grace
Norris, husband and wife

WARRANTY

CLEARFIELD COUNTY
ENTERED IN RECORD

OCT 7 1949
TIME 4:27 PM
BY A. B. SHAW
REC'D W. MULLEN

A. B. SHAW
ATTORNEY AT LAW
CLEARFIELD, PA.

COMMONWEALTH OF PENNSYLVANIA, }
County of Clearfield } ss.

RECORDED on this 7 day of Oct

A. D. 1949, in the Recorder's office of said County, in Deed Book

Vol. 401, Page 426

Given under my hand and the seal of the said office, the date above written.

Weir W. Mullen Recorder.
mt

SERVE

RECEIVED NOV 3 0 2000

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

LANNY BLOOM, SYLVAN BLOOM
and GERALD BLOOM
Plaintiffs

vs.

DANIEL J. SPINGOLA
and JULIA S. SPINGOLA, his wife,
Defendants

:

:

No. 2000-1492-CD

:

Action at Law-Ejectment
Jury Trial Demanded

:

Document filed: Complaint

:

Filed on behalf of:
Plaintiffs

:

Counsel for this Party:

:

John R. Carfley, Esq.

:

P. O. Box 249

:

Philipsburg, Pa., 16866

:

(814) 342-5581

:

ID# 17621

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

NOV 30 2000

Attest.


Prothonotary

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

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

vs. : No. 2000-

DANIEL J. SPINGOLA : Action at Law-Ejectment
and JULIA S. SPINGOLA, his wife,
Defendants :

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claims 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 FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
COURTHOUSE
CLEARFIELD, PA., 16830
(814) 765-2641

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

LANNY BLOOM, SYLVAN BLOOM
and GERALD BLOOM
Plaintiffs

:

vs.

: No. 2000-

DANIEL J. SPINGOLA
and JULIA S. SPINGOLA, his wife,
Defendants

: Action at Law-Ejectment
:

COMPLAINT

AND NOW come the plaintiffs, Lanny Bloom, Sylvan Bloom and Gerald Bloom, who by and through their attorney, John R. Carfley, Esquire, bring this action in ejectment against Daniel J. Spingola and Julia S. Spingola, his wife, defendants, the following of which is a statement:

1. Plaintiff, Lanny Bloom, is an adult individual, presently residing at New Millport, Pa.

2. Plaintiff is Sylvan Bloom, an adult individual, presently residing at New Millport, Pa.

3. Plaintiff is Gerald Bloom, an adult individual presently residing at New Millport, Pa.

4. Plaintiffs own a tract of land situate in Pike Township, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a cucumber tree, corner of land of Patterson Company, and on a line of Richard Humphreys; thence by said line and by line of Gustavus Risburg south two (2) degrees east three hundred and twenty (320) perches to an old Hemlock; thence by vacant land south eighty eight (88) degrees west, one hundred and sixty (160) perches; thence by land of Joseph Covett north two (2) degrees west, three hundred and twenty (320) perches and thence by land of said Patterson Company north eighty eight (88) degrees east, one hundred and sixty (160) perches to place of beginning. Excepting and reserving therefrom the following pieces of land conveyed by William A. Bloom in his lifetime; Six (6) acres and

ninety six (96) perches conveyed to Levi Bloom by deed recorded at Clearfield in Deed Book 23, Page 299; thirty (30) acres conveyed to Bert C. Erhard and Kinsley L. Arhard by deed recorded at Clearfield in Deed Book 82, page 217. Consisting of 56.4 acres more or less and more accurately described as bearing Clearfield County Assessment Number 126-H12-9.

5. Plaintiffs acquired title to the above described real property on August 20, 1990, through a deed recorded in the recorder's office of Clearfield County in Deeds & Records Volume 1445, Page 182. A true and correct copy of this deed is attached hereto as Exhibit "A" and incorporated herein as though fully set forth.

6. Parcel one of the said deed of conveyance is believed and therefore averred to contain acreage consisting of 56.4 acres as depicted on the survey map attached hereto as Exhibit B.

7. An abstract of title depicting the transfer of legal ownership of the said parcels vesting title thereto in the plaintiffs is attached hereto as Exhibit C.

8. Plaintiffs immediate predecessor in title, to wit, W. Hugh Norris, acquired legal title to two parcels by deed of Daniel J. Spingola and Julia S. Spingola, dated the 11th day of August, 1948, and entered for record in the office of the Recorder of Deeds of Clearfield county, Pennsylvania, in Deed Book Volume 393, Page 205.

9. At the present time it is believed and therefore averred that the defendants make claim of title to parcel one as described in the deed aforesaid by virtue of a deed dated the 4th day of October, 1949, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 401, Page 426.

10. It is believed and therefore averred that this deed is a

self serving document and insufficient to convey legal title to Spingola in that the said W. Hugh Norris and Grace Norris, his wife, failed to join in this conveyance. A true and correct copy of said deed is affixed hereto Exhibit D.

11. The said W. Hugh Norris was a career naval officer and as a result was outside the Clearfield County area for long periods of time. As a result he and his wife were unable to observe the property in question.

12. It is believed and therefore averred that during those periods of time when the legal owners were absent from the jurisdiction, Daniel J. Spingola and Julia S. Spingola, without color of title attempted to exercise dominion over the said parcel and permitted and abetted the conveyance of certain parcels of land to other individuals including but not limited to the following:

(a) Assessment Number 126-H12-9.1 (4 Acres)

(b) Assessment Number 126-H12-31

13. It is believed and therefore averred that the said defendant had no legal claim of title to the property from which the properties described in Paragraph 12(a-b) were derived and as a result the Grantees or their successors in title in these deeds can assert no legal claim of title to the subject premises.

WHEREFORE, plaintiffs request that this court enter judgment in favor of the plaintiffs and against the defendants pursuant to Pa. R.C.P. 3160 for possession of the real property described as follows:

BEGINNING at a cucumber tree, corner of land of Patterson Company, and on a line of Richard Humphreys; thence by said line and by line of Gustavus Risburg south two (2) degrees east three hundred and twenty (320) perches to an old Hemlock; thence by

vacant land south eighty eight (88) degrees west, one hundred and sixty (160) perches; thence by land of Joseph Covett north two (2) degrees west, three hundred and twenty (320) perches and thence by land of said Patterson Company north eighty eight (88) degrees east, one hundred and sixty (160) perches to place of beginning. Excepting and reserving therefrom the following pieces of land conveyed by William A. Bloom in his lifetime; Six (6) acres and ninety six (96) perches conveyed to Levi Bloom by deed recorded at Clearfield in Deed Book 23, Page 299; thirty (30) acres conveyed to Bert C. Erhard and Kinsley L. Arhard by deed recorded at Clearfield in Deed Book 82, page 217. Consisting of 56.4 acres more or less and more accurately described as bearing Clearfield County Assessment Number 126-H12-9.

COUNT II - ACTION FOR DAMAGES

14. Plaintiffs incorporate paragraphs 1-13 of this complaint herein by reference as though fully set forth.

16. Because of Defendants' inappropriate and unlawful use of said real property, and the transfer of those parcels hereinabove identified in Paragraph 12 for value, Plaintiffs have suffered damages in an amount exceeding the jurisdictional amount requiring arbitration.

WHEREFORE, Plaintiffs request this Court to enter judgment in favor of plaintiffs and against Defendants in an amount to be determined at trial.

COUNT III - ACTION TO RESCIND TRANSFERS OF REALTY

16. Plaintiffs incorporate by reference Paragraphs 1-15 of this complaint as fully as though set forth at length.

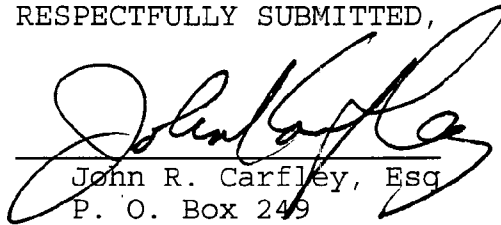
18. The transfers of real estate by the defendants to those individuals named in paragraph 12 hereof was illegal, without authority and without color of title to the said premises.

19. The said conveyances are in derogation of the plaintiffs' rights to the surface and mineral estate underlying the said

premises and should be set aside by this court as a transfer intended to defraud the legal and equitable owner of the said premises.

WHEREFORE, plaintiffs request this honorable court to enter an order setting aside the transfers of these properties as fraudulent and to vest full right, title and interest in the premises in the plaintiffs herein or in the alternative to award plaintiffs damages representing the fair market value of said properties.

RESPECTFULLY SUBMITTED,



John R. Carfley, Esq
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: November 29, 2000

VERIFICATION

I hereby verify that the statements made in this instrument are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Sam R. Blum

Dated:

11/17/2000

AFFIDAVIT No. 19457

This Indenture

Made the 20th day of August, 1990,

Between W. HUGH NORRIS, an unmarried man,

party of the first part and

SYLVAN BLOOM, LANNY BLOOM and GERALD BLOOM

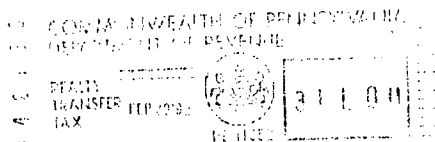
parties of the second part:

Witnesseth, that the said party of the first part, in consideration of
ONE DOLLAR AND OTHER VALUABLE CONSIDERATION

to him now paid by the said parties of the second part, does grant, bargain, sell
and convey unto the said parties of the second part, their heirs and assigns,

All those certain two pieces or parcels of land, situate in the Township of Pike, County
of Clearfield and State of Pennsylvania,
SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF PARCELS.
PROPERTY ADDRESS: R.D. 1, OLANTA, PENNSYLVANIA

Said two (2) pieces or parcels of land being the same premises which Daniel J. Spingola
and Julia S. Spingola, his wife, granted and conveyed unto W. Hugh Norris and Grace
Norris, husband and wife, by Deed dated August 11, 1948 and recorded October 11, 1948,
in the Recorder's Office of Clearfield County, PA in Deed Book Volume 393, Page 205.
The said Grace Norris having died 2/3/90 whereupon title to described premises
vested in Grantor herein.



CURWENSVILLE AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 311.00

PAID 2-28-92 KAREN L. STARCK
Date Agent

Exhibit A

with the appurtenances: **To Have and To Hold** the same unto and for the use of the said
parties of the second part, their heirs and assigns forever,

And the said party of the first part

for his heirs, executors and administrators covenants with the
said parties of the second part, their heirs and assigns against
all lawful claimants

the same and every part thereof to Warrant and Defend.

NOTICE—THIS DOCUMENT ~~MAY NOT~~ SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO
HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO RE-
MOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE
LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF
THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE
CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the
manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded
instruments, if any.]

Witness the hand and seal of the said party of the first part.

Witness:

Jerry Hooper

W. Hugh Norris
W. HUGH NORRIS



NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE
AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF
THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION
AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL
MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE
PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH
THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED
HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION
ACT OF 1966.

WITNESS:

Commonwealth of Pennsylvania } ss.

County of

On this the day of A.D. 19 ..
before me the undersigned officer, personally appeared
known to me
(or satisfactorily proven) to be the person whose name subscribed to the within in-
strument and acknowledged that executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

My commission expires

(Title of Officer)

Commonwealth of Pennsylvania }
County of } ss.

On this day of
A.D. 19, before me
in and for said
came the above named

and acknowledged the foregoing Indenture to be
act and deed, to
the end that it may be recorded as such.

Witness my hand and

seal.



My Commission Expires.....

State of WASHINGTON

County of CLALLAM

On this, the 20th day of August, 1990
before me Pam Hooper

the undersigned officer, personally appeared

W. HUGH NORRIS

known to me (or satisfactorily proven) to be the
person whose name is subscribed to the
within instrument and acknowledged that he
executed the same for the purposes therein con-
tained.

In Witness Whereof, I hereunto set my hand and
official seal.

NOTARY PUBLIC FOR THE STATE OF WASHINGTON

Title of Officer.

My Commission Expires..... 10/1/90

Certificate of Residence

I, do hereby certify that

precise residence is

Witness my hand this

Sylvan Bldg 177

Box 30

New Millport, Pa
16861

day of

, 19

Statute 311.00
Unwitnessed 155.50
Recorded Pike Twp. 155.50

RECORDED

Page

(Adopted)

Vol.

From

To

Fees, \$

P. O. Nally Co., Law Blank Publishers
427 Fourth Avenue, Pittsburgh, Pa. 15219

Commonwealth of Pennsylvania }
County of Clearfield } ss.

CLEARFIELD COU Y
ENTERED OF RECORD
TIME 11:55 AM 2-28-92
BY Sylvan Bloom
FEES 15.50

Karen L. Starck, Recorder

Recorded on this 28th day of Feb
A.D. 1992, in the Recorder's office of the said County, in Deed Book,
Volume 1445, page 182

Given under my hand and the seal of the said office, the day and year
aforesaid.

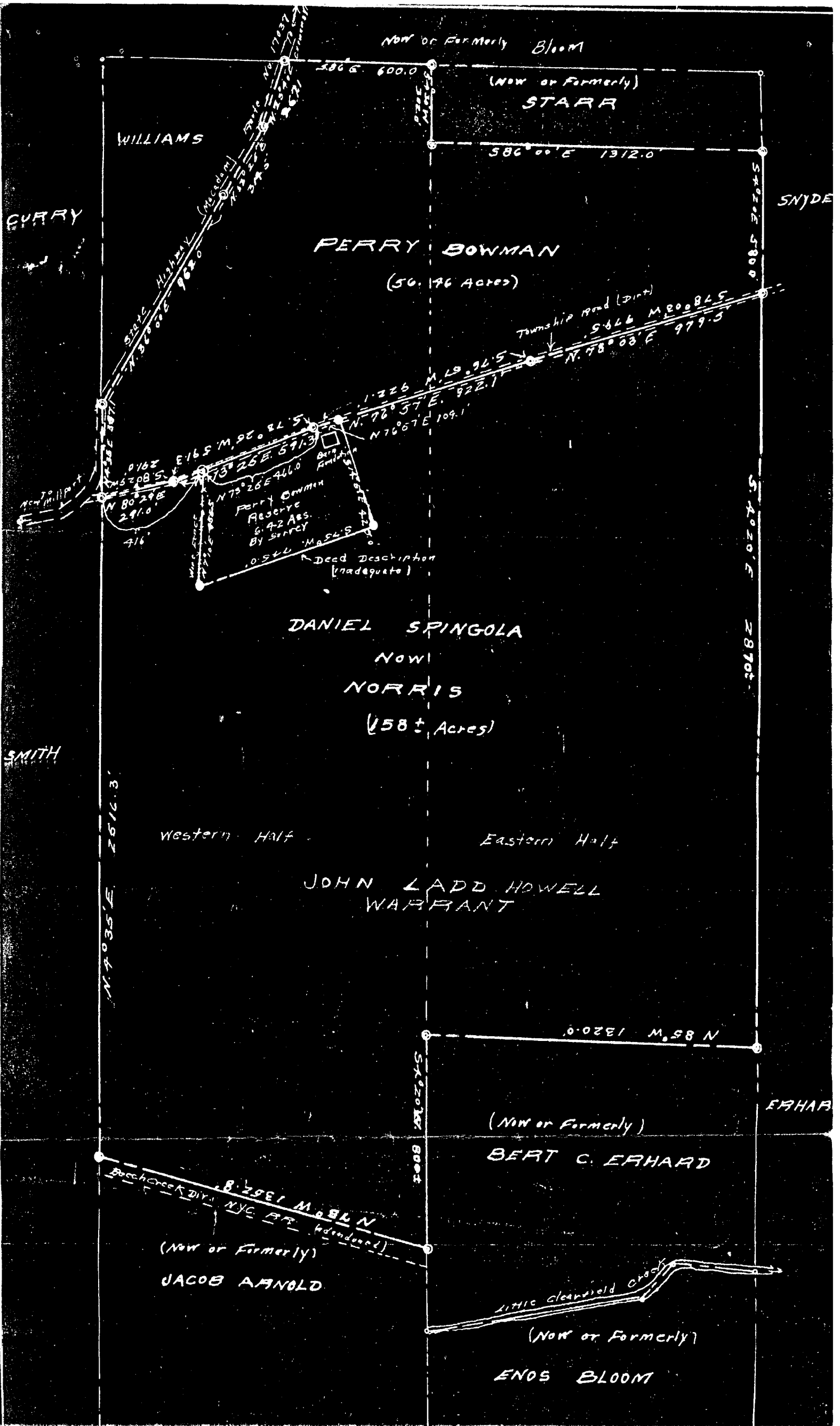
My Commission Expires
First Monday in January, 1996

Karen L. Starck
Recorder.

SLOPPY

NOTE: Part by Survey,
Part by Descriptions in Deeds

MAP
SHOWING DIVISION
OF
JOHN LADD HOWELL WARRANT
PIKE TWP. CLFD. CO., PA.
SCALE 1"=400'
CLEARFIELD PA. ROY C. KINDIG
SEPT 27, 1949 REG. ENG'R.



ABSTRACT OF TITLE

1. Deed: W. Hugh Norris, unmarried
To Sylvan Bloom, Lanny Bloom and
Gerald Bloom
Dated: August 20, 1990
DB: 1445, Page 182

Estate: W. Hugh Norris, acquired full
right, title and interest in the
subject premises upon the death
of Grace Norris, his wife on
February 13, 1990.

2. Deed: Daniel J. Spingola and
Julia S. Spingola, his wife
To W. Hugh Norris and Grace Norris, his wife
Dated: August 11, 1948
DB: 393, Page 205
3. Deed: Perry Bowman and
Elizabeth Bowman, his wife
To Daniel J. Spingola
Dated: August 3, 1948
DB: 392, Page 377
4. Deed: Frank G. Smith et. al.
To Perry Bowman and
Elizabeth Bowman, his wife
Dated: July 2, 1943
DB: 351, Page 218

This Deed,

Made the Fourth day of October in the year
of our Lord one thousand nine hundred and Forty-Nine

Between Daniel J. Spingola and Julia S. Spingola, his wife, of the
Borough of Clearfield, Clearfield County, Pennsylvania, parties of
the first part, hereinafter called the

Grantor s .

and W. Hugh Norris and Grace Norris, his wife, of Pike Township,
Clearfield County, Pennsylvania, as tenants by entireties, parties
of the second part, hereinafter called the

Grantee s :

Witnesseth, that in consideration of ONE (\$1.00) Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby
grant and convey to the said grantee s . their heirs and assigns,

ALL that certain piece or parcel of land situate in the Town-
ship of Pike, County of Clearfield, and Commonwealth of Pennsylvania,
Bounded and described as follows:

BEGINNING at a point on the Western boundary line of
the "John Ladd Howell Warrant" at the intersection thereof
with the Northern right of way of the New York Central
Railroad Beech Creek Division (abandoned), about one-fourth
(1/4) miles East of New Millport station; thence by the
Western line of said Warrant, being the line of Ferguson
Township, North four (4) degrees thirty-five (35) minutes
East for a distance of two thousand five hundred sixteen
and three-tenths (2,516.3) feet to point of intersection of
State Highway Route No. 1737 (macadam) with Township road
(dirt), leading from Olanta to New Millport, Pennsylvania;
thence by said Township road, its several courses and distances
in a Northeasterly direction two thousand seven hundred
eighty-three and nine-tenths (2,783.9) feet to line of land
of Snyder; thence along Snyder line South four (4) degrees
twenty (20) minutes East two thousand eight hundred and
seventy (2,870) feet to post corner of land now or formerly
of B. C. and K. L. Erhard; thence along line of Erhard North
eighty-five (85) degrees West one thousand three hundred
and twenty (1,320) feet to a post corner of Erhard land;
thence along line of Erhard South four (4) degrees twenty
(20) minutes West eight hundred (800) feet to point in the
Northern right of way line, being thirty-three (33) feet
from the center line of the New York Central Railroad
Beech Creek Division (abandoned), at right angles thereto;
thence North seventy-five (75) degrees West one thousand
three hundred fifty-two and eight-tenths (1,352.8) feet to
point in the Western line of the John Ladd Howell Warrant
and place of beginning. Containing in all one hundred and
fifty-eight (158) Acres, more or less, and being part of
the John Ladd Howell Warrant as mapped out and surveyed by
Roy C. Kindig, Engineer, Clearfield, Pennsylvania, on
September 27, 1949, a copy of said map or survey being
attached to the corrected deed of conveyance from Perry
Bowman and Elizabeth Bowman, his wife, to Daniel J. Spingola,
dated October 3rd, 1949, recorded at Clearfield in Deed

Book , Page

EXCEPTING AND RESERVING from the above described premises a lot or piece of land beginning at a post on the South side of Township road leading from Olanta to New Millport, Penna, four hundred and sixteen (416) feet East of the Ferguson Township line; thence extending over land of the Grantors South seven (7) degrees ten (10) minutes East four hundred fifty-five and five-tenths (455.5) feet to a post corner; thence extending over land of the Grantors North seventy-five (75) degrees East seven hundred and forty-five (745) feet to a post corner; thence extending over land of the Grantors North fourteen (14) degrees fifty-one (51) minutes West four hundred and twenty-five (425) feet to the South side of Township road leading from Olanta to New Millport, Penna; thence by said Township road, its several courses and distances in a Southwesterly direction five hundred seventy-five and one-tenth (575.1) feet to post on the South side of Township road and place of beginning. Containing six (6) Acres, more or less.

ALSO EXCEPTING AND RESERVING from the above described premises all the coal, fire clay, other minerals, oil and gas, with the right of ingress, egress and regress into, through and upon the above described land, for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these purposes the said Grantors have the right to mine and remove the said coal, fire clay, other minerals, oil and gas, according to any and all known modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the land for drifts, headings, openings, shafts, air shafts, tipples, dumps, chutes, railroads, roads, lateral railroads, electric power or transmission lines, improvements and other buildings), except miner's houses, upon, over, across and through said land and the surface of the same, so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings, thereon erected, springs, waters, or any other damages that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire clay, other minerals, oil and gas from said land.

Being part of the same premises which Frank G. Smith, et ux, by their deed dated July 2nd, 1943, recorded at Clearfield in Deed Book 351, page 218, granted and conveyed unto Perry Bowman and Elizabeth Bowman, his wife. And being the same premises which Perry Bowman and Elizabeth Bowman, his wife, by their corrected deed of conveyance, dated the 3rd day of October, A. D., 1949, recorded at Clearfield in Deed Book , Page , granted and conveyed unto Daniel J. Spingola, Grantor herein named.

This deed is made in lieu of, and to correct the description in a certain deed of conveyance made by the parties of the first part to the parties of the second part, dated the 11th day of August, A. D., 1948, recorded at Clearfield in Deed Book 393, page 205, in that the description contained in said former deed of conveyance was erroneously copied from the description contained in former deed of conveyance to the Grantors named therein, and should have been in accordance with a recent survey made of said premises by Roy C. Kindig, Engineer, Clearfield, Pennsylvania, a copy of which is attached to the corrected deed of conveyance of Perry Bowman and Elizabeth Bowman, his wife, to Daniel J. Spingola, Grantor herein named, dated October 3rd, 1949, recorded at Clearfield in Deed Book , page , showing the definite location and description of the premises intended to be conveyed, reference thereto being had will more fully and at large appear.

And the said grantors, do hereby covenant that they will WARRANT
GENERALLY the property hereby conveyed.

In Witness Whereof, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

[Signature]

Daniel J. Spingola
Julia S. Spingola

SEAL

SEAL

SEAL

SEAL

State of PENNSYLVANIA

County of CLEARFIELD

ss.

On this, the Sixth day of October 1949, before me,

the undersigned officer, personally appeared Daniel J. Spingola and Julia S. Spingola, his 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 purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Nadine M. Laughlin

Notary Public

Title of Officer

My comm. expires 1-7-51



CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee is
Pike Township, Clearfield County, Pennsylvania.

October 4th, 1949.

Entered of Record Oct 7 1949, 4-27 PM Attorney for Grantors
Woir W. Mullen, Recorder

Deed

Daniel J. Spingola and Julia
S. Spingola, his wife

T O

W. Hugh Norris and Grace
Norris, husband and wife

WARRANTY

CLEARFIELD CO. SS
RECORD OF RECORD

1949 OCT 7 4:27 PM
FILED BY REC'D
9.13.49

A. B. SHAW
ATTORNEY AT LAW
CLEARFIELD, PA.

COMMONWEALTH OF PENNSYLVANIA,

County of

Clearfield

ss.

RECORDED on this

7

day of

Oct

A. D. 1949, in the Recorder's office of said County, in Deed Book

Vol. 401, Page 426.

Given under my hand and the seal of the said office, the date above written.

Woir W. Mullen Recorder.
mt



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

 COPY

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

FILED

NOV 10 2005

William A. Shaw
Prothonotary Clerk of Courts

RE: 00-1492-CD

Lanny Bloom, Sylvan Bloom, and Gerald Bloom

Vs.

Daniel J. Spingola (believed deceased) and Julia S. Spingola

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



David S. Meholic
Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

RE: 00-1492-CD

Lanny Bloom, Sylvan Bloom, and Gerald Bloom

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By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".

David S. Meholic
Court Administrator

00-1492-CD

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

FILED

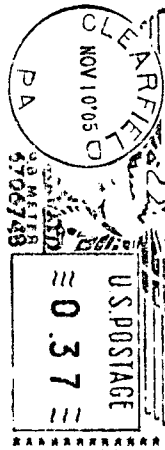
NOV 18 2005

William A. Shaw
Prothonotary/Clerk of Courts

Julia S. Spingola

☐ A ☐ C ☐ S
☐ INSUFFICIENT ADDRESS
☐ ATTEMPTED NOT KNOWN
☒ NO SUCH NUMBER/ STREET
☐ NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

RTS
RETURN TO SENDER



1658392624250/0343

1658392624250/0343



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

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DEPUTY COURT ADMINISTRATOR

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Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in black ink that reads "David S. Meholick".

David S. Meholick
Court Administrator

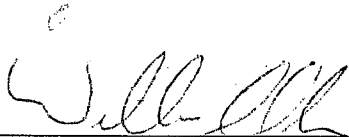
In the Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

In Re: Inactive Case Dismissal

06-01-MD

I, William A. Shaw, hereby certify that notice of termination for the following inactive cases was published in the Clearfield County Legal Journal January 27, 2006, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
00-0203-CD	00-1019-CD	02-0373-CD
00-0533-CD	00-1061-CD	02-0374-CD
00-0543-CD	00-1062-CD	02-1300-CD
00-0567-CD	00-1078-CD	02-1308-CD
00-0629-CD	00-1085-CD	02-1610-CD
00-0732-CD	00-1220-CD	03-0091-CD
00-0756-CD	00-1264-CD	03-0138-CD
00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	


William A. Shaw, Prothonotary

FILED

MAY 04 2006

William A. Shaw
Prothonotary/Clerk of Courts

CA

In the Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

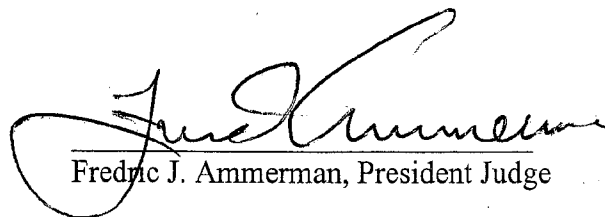
In Re: Inactive Case Dismissal

06-01-MD

NOW, this 3RD day of May, 2006, the Court hereby directs the
Prothonotary to terminate the following cases for inactivity, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
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00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	

BY THE COURT:


Fredric J. Ammerman, President Judge

FILED *icc CIA*
010-1870
MAY 04 2006 *icc mds*
Ford, Ireland, Rudella
William A. Shaw
Prothonotary/Clerk of Courts