

00-1492-CB
LANNY BLOOM et al "vs" DANIEL J. SPINGOLA et ux

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-C0

: 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

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William A. Shaw
Prothonotary

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BY ATT

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

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.

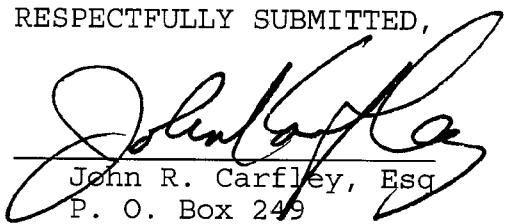
18. The transfers of real estate by the defendants to those individuals named in paragraph 12 hereof was illegal, without authority and without color of title to the said premises.

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. Blasen

Dated:

11/27/2000

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**

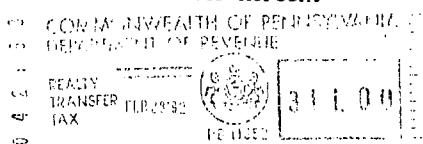
*to him now paid by the said parties of the second part, does grant, bargain, sell
and convey unto the said parties of the second part, their heirs and assigns,*

**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

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 covenant 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 ~~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 REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, 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

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 instrument 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



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 contained.

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

Pam Hooper

NOTARY PUBLIC FOR THE STATE OF WASHINGTON
 Title of Officer.

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

Certificate of Residence

I,

precise residence is Sykeson Bldg 117

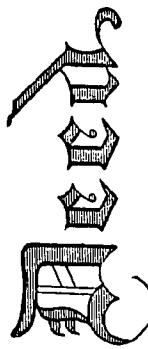
Witness my hand this Box 30, day of

10/841

Wm J. Blaser

do hereby certify that

Statute
 University 155.50
 Recorded Park Twp. 155.50



Vol. (Adopted) Page

From

To

Fees, \$

Commonwealth of Pennsylvania } ss.
 County of Clearfield

CLEARFIELD COU
 ENTERED OF RECORD
 TIME 11:55 AM 2-28-92
 BY *Sylvan Blaser*
 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
PIRE TWP., CLIFD. CO., PA.
SCALE 1" = 400'
CLEARFIELD PA ROY C. TINDIG
SEPT. 27, 1949 REG. ENGR.

Now or Formerly BLOOM

(Now or Formerly)

STARR

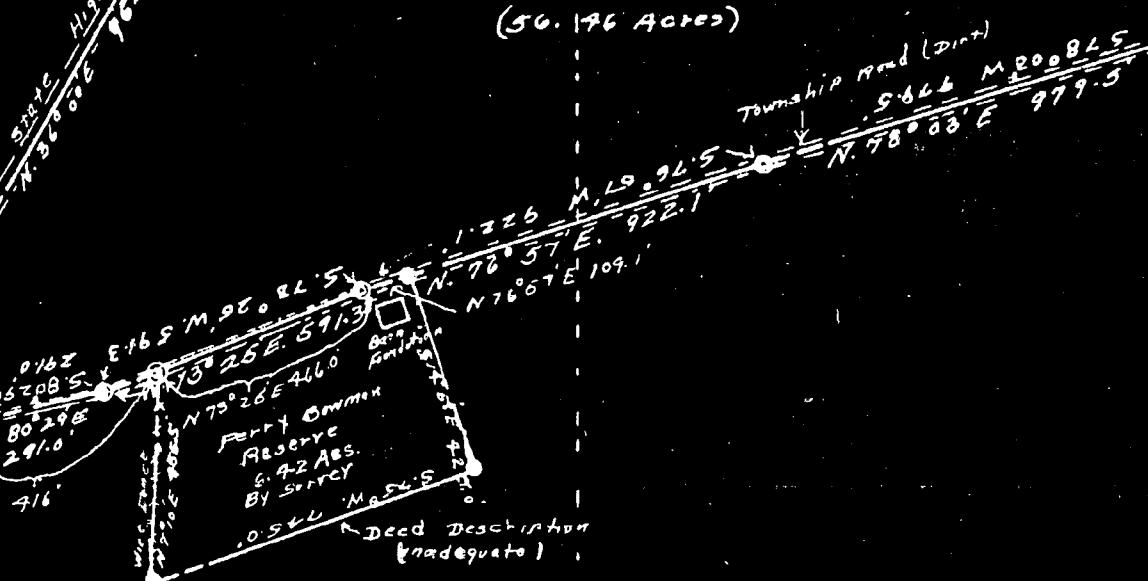
WILLIAMS

CURRY

SNYDE

PERRY BOWMAN

(50. 196 Acres)



DANIEL SPINGOLA

Now

NORRIS

(158 ± Acres)

SMITH

Western Half

Eastern Half

JOHN LADD HOWELL
WARRANT

0.021 M. 58 N

(Now or Formerly)

BERT C. ERHARD

Beech Creek Div. 8.2081 M. 58 N
NYC RR abandoned

(Now or Formerly)

JACOB ARNOLD

Little Clearfield Creek

(Now or Formerly)

ENOS BLOOM

ERHARD

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

Grantors ,

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 grantees, their heirs and assigns,

ALL that certain piece or parcel of land situate in the Township 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.

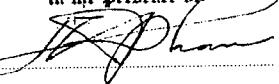
Being part of the same premises which Frank G. Smith, et ux, by their deed dated July 2nd, 1943, recorded at Clearfield in Deed Book 351, page 218, granted and conveyed unto Perry Bowman and Elizabeth Bowman, his wife. And being the same premises which Perry Bowman and Elizabeth Bowman, his wife, by 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 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

{ ss.

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

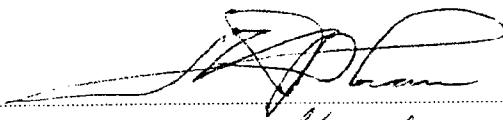
My comm. expires 1-7-51



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

Attorney for *Grantors*
Weir W. Mullen, Recorder

*6/6
6/26*
APP

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

TO

W. Hugh Norris and Grace
Norris, husband and wife

WARRANTY

CLEARFIELD CO. SS
ENTITLED TO RECORD
TUESDAY 7 OCTOBER 1949
TAXED 4-2-163.70
BY A. B. SHAW
FEE 50¢

4/25
A. B. SHAW
ATTORNEY AT LAW
CLEARFIELD, PA.

Commonwealth of Pennsylvania
County of Clearfield

COMMONWEALTH OF PENNSYLVANIA,

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.
MF

3 Jan 01 Document
Reinstated/Renewed to Sheriff/Attorney
for service.

William G. Shaw
Deputy Prothonotary

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

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

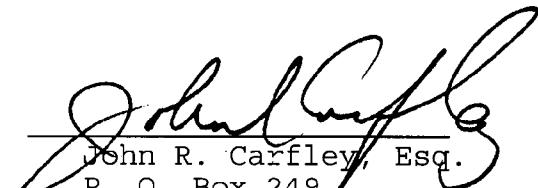
vs. : No. 2000-1492-CD

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

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
O/H/30/Acty Cayler
William A. Shaw
Prothonotary
Pa \$7.00

Er
Er
Comp. to Sherry

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

*10th
Day Of January 2001*
William A. Shaw

So Answers,

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

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

FILED

*1/10/01
JAN 10 2001
E
KRS*

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

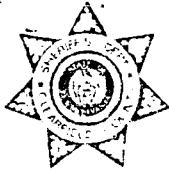
Sworn and subscribed to before me

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



**Sheriff's Office
Clearfield County**

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-5089

CHESTER A. HAWKINS
SHERIFF

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

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 depelize 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	TREASURER OF ERIE COUNTY
	59.00	

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-CQ
: 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:

William L. Hause
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 : Action at Law-Ejectment |
and JULIA S. SPINGOLA, his wife, |
Defendants : |

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.

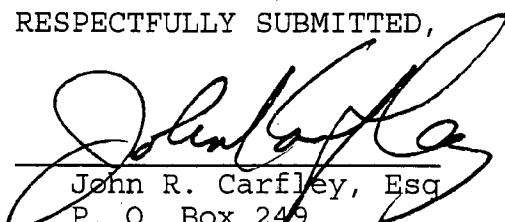
18. The transfers of real estate by the defendants to those individuals named in paragraph 12 hereof was illegal, without authority and without color of title to the said premises.

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.

James R. Blawie

Dated:

11/17/2007

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

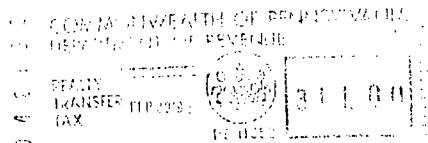
and convey unto the said parties of the second part, their heirs and assigns,

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

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 covenant 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 ~~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 REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, 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:

Gary 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 }
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 instrument 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
 contained.

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

Pam Hooper

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 Syring Lake, 100-107

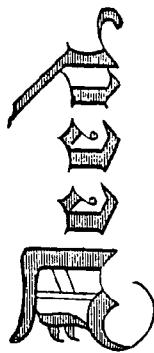
Witness my hand this 21st day of

1984

, 19

Douglas B. Brown

Statute 311.00
 Unenforced 155.50
 Recorded 12/2/90. 155.50



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

Commonwealth of Pennsylvania
 County of Clearfield } ss.

CLEARFIELD COU Y
 ENTERED OF RECORD
 TIME 11:55 AM 2-28-92
 BY Susan Brown
 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. MINDIG
SEPT. 27, 1947 REC. ENGR.

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 Township 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 Ferry Bowman and Elizabeth Bowman, his wife. And being the same premises which Ferry 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 Ferry 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.

401 PAGE 428

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.

} 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 person s whose name s 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

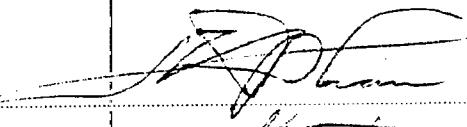
My comm. expires 1-7-51



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 Frontier Weir W. Mullen, Recorder

Rec'd

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

T O

W. Hugh Norris and Grace
Norris, husband and wife

WARRANTY

CLEARFIELD CO. PA
RECORDED IN DEED BOOK
1949

OCT 4 1949
W. H. NORRIS
BY A. B. SHAW
REC'D

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-CO

: Action at Law-Ejectment
Jury Trial Demanded
Document filed: Complaint

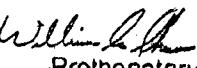
: Filed on behalf of:
Plaintiffs

: 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:


William L. H.
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 : Action at Law-Ejectment
and JULIA S. SPINGOLA, his wife,
Defendants :

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 Claerfield 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.

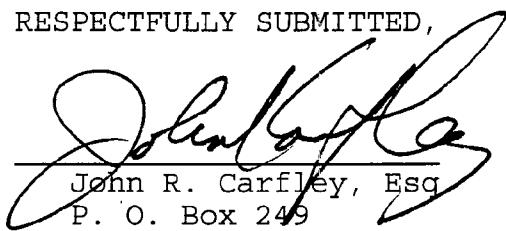
18. The transfers of real estate by the defendants to those individuals named in paragraph 12 hereof was illegal, without authority and without color of title to the said premises.

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.

James R. Blawie

Dated:

11/17/2007

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

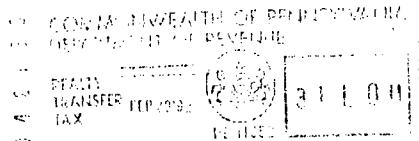
and convey unto the said parties of the second part, their heirs and assigns,

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 8/3/90 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

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 ~~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 party of the first part.

Witness:

W. HUGH NORRIS



Jerry Hooper

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 contained.

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

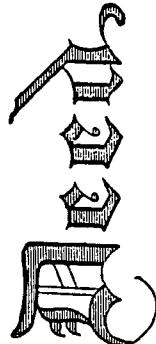
Certificate of Residence

I, do hereby certify that
 precise residence is Sydwan B. Bloom

Witness my hand this 20th day of
 November, 1990, A.D. 1990

, 19

Statute 311.00
 Amended 155.50
 Recorded Dec 7 2000. 155.50



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

Commonwealth of Pennsylvania }
 County of Clearfield } ss.

CLEARFIELD COU Y
 ENTERED OF RECO.D
 TIME 11:35 AM 2-28-92
 BY Sydwan 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. TINDIG
SENT 27, 1949 REC. ENGT.

Now or Formerly Bloom

(Now or Formerly)

STARR

WILLIAMS

CURRY

SNYDE

PERRY I BOWMAN

(56.176 Acres)

79° 26' E 46° N
Perry Bowmen
Reserve
6142 Abs.
By Survey
0.544 Miles
Deed Description
(inadequate)

DANIEL SPINGOLA

Now!

NORRIS

(58± Acres)

SMITH

Western Half

Eastern Half

JOHN LADD HOWELL
WARRANT

N. 3035 E. 25' S. 3

(Now or Formerly)

BERT C. ERHARD

(Now or Former) *(V)*

JACOB AHNOLD

ENOS 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 Township 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

EXCETTING 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 EXCETTING 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 Ferry Bowman and Elizabeth Bowman, his wife. And being the same premises which Ferry 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.

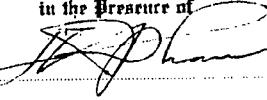
This deed is made in lieu of, and to correct the description in a certain deed of conveyance made by the parties of the first part to the parties of the second part, dated the 11th day of August, A. D., 1948, recorded at Clearfield in Deed book 393, page 205, in that the description contained in said 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 Ferry 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.

401 PAGE 428

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



Daniel J. Spingola
Julia S. Spingola



State of PENNSYLVANIA

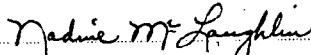
} ss.

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 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.



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-^{Attorney for} ~~4-27 PM~~ ^{frontiers} ~~frontiers~~ ^{frontiers} Weir W. Mullen, Recorder

ABP

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

T O

W. Hugh Norris and Grace
Norris, husband and wife

WARRANTY

CLEARFIELD CO. SS
RECORDED IN RECORD

Oct 7 1949
4-27 PM
W.M. 43.4250
BY A.B. Shaw
FEE 10.00

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

425

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



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. Meholick
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

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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 appears to read "David S. Meholick".

David S. Meholick
Court Administrator

00-1492-C

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

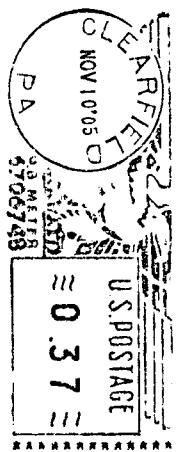
FILED

NOV 18 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

RTS
RETURN TO SENDER





OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

MARCY KELLEY
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, appearing to read "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

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

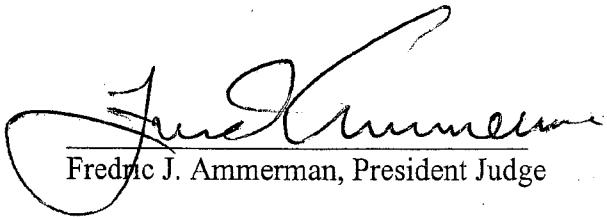
In Re: Inactive Case Dismissal

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
MAY 04 2006
William A. Shaw
Prothonotary/Clerk of Courts

1cc CIA
1cc MDJS
Ford, Ireland, Rudella