

01-439-CD  
MABEL F. ROSMAN -vs- TRACY REED

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

MABEL F. ROSMAN, Plaintiff : EJECTMENT ACTION  
vs. : No. ~~01-439~~ -CD  
TRACY REED, Defendant : Type of Pleading: Complaint  
in Ejectment  
: Filed on behalf of: Plaintiff  
: Counsel of Record for this party:  
: LEA ANN HELTZEL, ESQUIRE  
Attorney at Law  
Supreme Court No. 83998  
: 900 Beaver Drive  
DuBois, Pennsylvania 15801  
: (814) 375-0300

**FILED**

MAR 29 2001

William A. Shaw  
Prothonotary

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

MABEL F. ROSMAN, :  
Plaintiff : EJECTMENT ACTION  
vs. :  
: No. -CD  
TRACY REED, :  
Defendant :

**NOTICE**

TO: DEFENDANT

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

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

Office of the Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641 (ext. 5982)

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

MABEL F. ROSMAN,	:	
Plaintiff	:	EJECTMENT ACTION
vs.	:	No. -CD
TRACY REED,	:	
Defendant	:	

**COMPLAINT IN EJECTMENT**

AND NOW, comes Mabel F. Rosman, by and through her attorneys, Lea Ann Heltzel and The Hopkins Law Firm, and says as follows:

1. Plaintiff is Mabel F. Rosman who resides at 832 East Lowell Street, Lakeland, Florida 33805.
2. Defendant is Tracy Reed whose address is 303 Merrill Street, Clearfield, Clearfield County, Pennsylvania 16833.
3. The property subject to this lawsuit is attached hereto as Exhibit "A" and is incorporated herein as if set forth at length.
4. On September 1, 1999, Plaintiff and Defendant entered into an Installment Sale Land Contract, a copy of which is attached hereto as Exhibit "B" and incorporated herein, as if set forth at length.

5. The Installment Sale Land Contract obligated Defendant to do the following:

- a. Keep in full force and effect a fire and casualty insurance policy insuring the premises;
- b. Pay and keep all the real estate taxes current; and
- c. Pay Plaintiff \$638.60 on the first day of each month.

6. The Installment Sale Land Contract authorizes Plaintiff to terminate the contract in the event Defendant is thirty (30) days late in making any payment required in a contract and as set forth herein.

7. As of this date, real estate taxes have not been paid and Defendant has not paid November 2000, December 2000, January 2001, February 2001 or March 2001 installment payment of \$638.60.

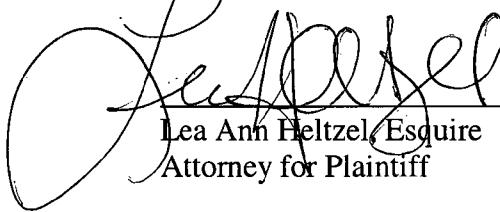
8. On January 26, 2001, Plaintiff provided Defendant a Notice of Default, which is attached hereto as Exhibit "C" and incorporated herein by reference.

9. As a result of the actions of the Defendant, Plaintiff has the right to terminate the Installment Sale Land Contract.

10. Notwithstanding Plaintiff's termination of the Installment Sale Land Contract, Defendant has refused to give up and vacate possession of the real property.

WHEREFORE, Plaintiff respectfully requests this Honorable Court grant an Order ejecting Defendant, Tracy Reed, from the real property described in paragraph 3 and grant sole and exclusive possession unto Plaintiff and for such other and further relief as the Court deems fair, just and equitable.

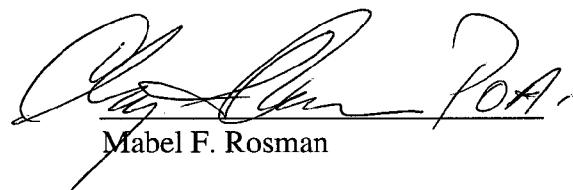
Respectfully submitted,



Lea Ann Heltzel, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.



A handwritten signature in black ink, appearing to read "Mabel F. Rosman". The signature is fluid and cursive, with a horizontal line through the end of the name.

Mabel F. Rosman

ALL those two certain lots or parcels of land situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEING a whole lot known as Lot No. 29 in the plan of what was formerly known as West Clearfield Borough, being bounded on the South by Merrill Street; on the West by Lot No. 30; on the North by Park Street and on the East by Lot No. 28 and fronting fifty (50) feet on Merrill Street and extending in depth one hundred fifty (150) feet, more or less, (in former conveyances called one hundred eighty (180) feet) to Park Street.

THE SECOND THEREOF:

BEING part of the eastern half of Lot No. 30 in the plan of said West Clearfield Borough bounded on the South by Merrill Street; on the West by the residue of said Lot No. 30, now or formerly owned by J.J. McDermott; on the North by Park Street; on the East by Lot No. 29, being fifteen (15) feet front on Merrill Street extending in depth one hundred fifty (150) feet, more or less (in former conveyances called one hundred eighty (180) feet) to Park Street.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA  
Pennsylvania

INSTRUMENT NUMBER  
199914637  
RECORDED ON  
Sep 02, 1999  
11:52:02 AM  
RECORDING FEES - \$25.00  
RECORDED  
COUNTY IMPROVEMENT FUND \$1.00  
RECORDER IMPROVEMENT FUND \$1.00  
STATE WRIT TAX \$0.50  
TOTAL \$27.50

INSTALLMENT LAND CONTRACT

THIS AGREEMENT, made this 13<sup>th</sup> day of Sept, 1999, by and between MABEL F. ROSMAN, an adult individual, whose address is 303 Merrill Street, Clearfield, Pennsylvania 16830, hereinafter referred to as the "Seller",

A

N

D

TRACY REED, an adult individual, whose address is Clearfield, Pennsylvania 16830, hereinafter referred to as the "Buyer".

**WITNESSETH:**

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

ALL those two certain lots or parcels of land situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF:**

BEING a whole lot known as Lot No. 29 in the plan of what was formerly known as West Clearfield Borough, being bounded on the South by Merrill Street; on the West by Lot No. 30; on the North by Park Street and on the East by Lot No. 28 and fronting fifty (50) feet on Merrill Street and extending in depth one hundred fifty (150) feet, more or less, (in former conveyances called one hundred eighty (180) feet) to Park Street.

THE SECOND THEREOF:

BEING part of the eastern half of Lot No. 30 in the plan of said West Clearfield Borough bounded on the South by Merrill Street; on the West by the residue of said Lot No. 30, now or formerly owned by J.J. McDermott; on the North by Park Street; on the East by Lot No. 29, being fifteen (15) feet front on Merrill Street extending in depth one hundred fifty (150) feet, more or less (in former conveyances called one hundred eighty (180) feet) to Park Street.

BEING the same premises conveyed by Raymond Rosman, an adult individual, to Mabel Rosman, an adult individual, by deed dated January 1, 1999, and recorded in the Office of the Recorder of Clearfield County in Volume 779, page 374.

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

1) **Purchase Price.** The purchase price shall be SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS, payable and allocated as set forth on Exhibit "A" attached hereto and made a part hereof. Monthly payments may be made by depositing directly into Seller's County National Bank Checking Account #554003095 <sup>0726</sup> or at such other place as Seller may designate. Buyer may prepay the amount due Seller at any time without penalty. In the event Seller shall die during the term of this Land Installment Contract, full payment of principal and interest shall be due within 90 days of Seller's date of death to Seller's estate subject to the Buyer being able to obtain commercially reasonable financing.

2) **Closing Date.** Execution of the within Agreement shall be held on or before September 1, 1999. (The closing date). Real Estate shall be prorated on a fiscal year basis as of the closing date.

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

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

5) **Fire Insurance.** During the term of this Agreement, Buyer shall maintain fire insurance and extended insurance coverage from a company authorized to issue such insurance within the Commonwealth of Pennsylvania, upon the premises in an amount not less than SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS, with proof of said coverage being provided to the seller at the date of closing. Seller shall be named as a loss payee on the policy. The parties hereto agree and understand that in the event the property is destroyed by fire or other casualty, Buyer may, at his discretion, use the insurance proceeds to rebuild the home or pay Seller the amount outstanding under the Note.

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

7) **Repairs.** During the term of this Agreement, Buyer shall keep and maintain the premises and personal property in good repair and shall make all necessary repairs to the real and personal property, both major and minor; it being the intent of the parties that the Buyer shall be responsible for all repairs, structural renovations and maintenance to the property as covered under this agreement. Buyer shall make all necessary repairs to the building as located upon the real property within sixty (60) days after notice that the subject premises is in violation of the

law, ordinance or regulation of any governmental body, agency or department of the Commonwealth of Pennsylvania, County of Clearfield or Borough of Clearfield; and further, Buyer shall make repairs within sixty (60) days after notice by the Seller of any condition that creates a danger to any occupant of the subject premises, to the public, or to the premises. Buyer hereby agrees to maintain the property in substantially the same condition as it is at the time of the execution of this Agreement.

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

**9) Real Estate Taxes.** During the term of this Agreement, Buyer shall pay all real estate taxes as levied on the real property. Buyer shall furnish Seller proof of payment of real estate taxes on or before December 31st of each year. Buyer shall be entitled to claim deductions for real estate taxes paid hereunder for income tax purposes.

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

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

12) **Condemnation.** In the event that any municipal or other corporate body shall acquire the subject premises through the exercise of the power of eminent domain, in whole or in part, Buyer shall be considered as the owners of the subject premises and entitled to receipt of the proceeds from such condemnation and Seller shall have only an interest in said proceeds to the extent of the unpaid balance of the purchase price; it being understood, however, that neither Buyer nor Seller shall settle any claim for damages without consent of the other party and that the Buyer must be current in his obligations under this Article of Agreement for this provision to apply.

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

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

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

16) **Deed.** Seller shall execute a special warranty deed on the closing date in favor of Buyer which shall be held in trust by David J. Hopkins, Esquire. Upon the payment in full of the

purchase price by the Buyer to Seller, David J. Hopkins, Esquire shall cause the deed to be delivered so as to convey the subject premises as herein described in fee simple, free and clear of all liens and encumbrances, to the Buyer, with special warranty. The Trustee shall have no liability to Buyer or Seller under this agreement and each party indemnifies and holds the Trustee free from all liability of any nature, now and in the future. Buyers shall execute a quit claim deed on the closing date in favor of Seller which shall be held in trust by David J. Hopkins, Esquire to be recorded upon default by Buyer under terms of Paragraph 18. Buyer shall pay for the recording of the deed and any transfer taxes due as a result of the recordation.

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

**18) Default.** In the event of a default in payment of any sum of principal, interest, taxes or assessment herein agreed to be paid, for a period of thirty (30) days after the same shall become due and payable, or in the event of a default in the performance of any other term or condition of this Agreement, then Seller shall give written notice of said default to Buyer at 305 Merrill Street, Clearfield, Pennsylvania 16830, or such subsequent address as provided to your client in writing by certified mail, and Buyer shall have thirty (30) days to cure said default. If said default is not cured by Buyer within thirty (30) days after Buyer's receipt of written notice advising Buyer of the default, the whole of the unpaid principal sum shall forthwith become due and payable and Seller shall have the option of either:

- (a) Retaining all monies theretofore paid as liquidated damages and recover possession of the premises including all improvements made by the Buyer thereon. To this end, Buyer hereby authorizes and empowers any attorney of any Court of record to appear for them in an amicable action of ejectment for the subject premises and to enter a judgment against them and in favor of the Seller for said premises with writ of execution for the costs and attorney's commission or fees of five (5%) percent of the purchase price; or
- (b) Enter judgment for the unpaid balance of the purchase price, together with interest costs and attorney's commission. To this end, Buyer hereby authorized and empowers any attorney of any Court of record to appear for her and to confess judgment against her, upon declaration filed, for the unpaid principal sum, together with interest and costs and attorney's commission of five (5%) percent of the purchase price; hereby waiving all the rights of condemnation is hereby agreed to as far as the land herein described and any property or buildings thereon may be concerned;
- (c) Buyer further authorizes Buyer's eviction through use of the Landlord Tenant division of the District Magistrate and waives any claim to venue in a different Court. Buyer hereby waives the right to receive a Notice to Quit following default;
- (d) All remedies contained in this Agreement shall be cumulative and concurrent. If Seller shall pursue any remedy, it shall not be deemed to be a waiver of the right to seek any other remedy that may exist.

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

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

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

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

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

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

**Witness:**



**Seller:**

  
MABEL F. ROSMAN {Seal}

**Buyer:**

  
TRACY REED {Seal}

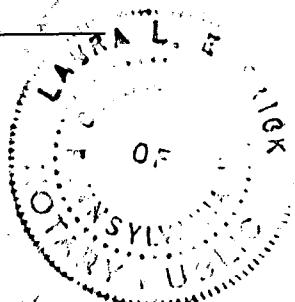
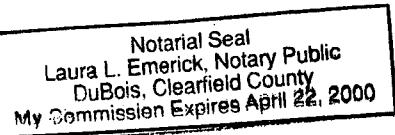
Commonwealth of Pennsylvania )  
:ss:  
County of Clearfield )

On this, the 1st day of September, 1999, before me, the undersigned officer, personally appeared MABEL F. ROSMAN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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

My Commission Expires: 4/22/2000

*Laura L. Emerick*  
Notary Public



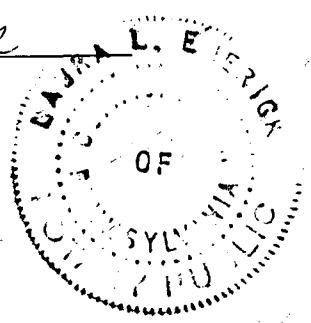
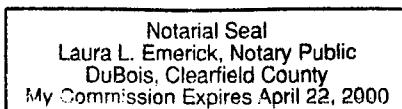
Commonwealth of Pennsylvania )  
:ss:  
County of Clearfield )

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

My Commission Expires: 4/22/2000

*Laura L. Emerick*  
Notary Public



**EXHIBIT "A"**

SALE PRICE	\$75,000.00
PAYMENT @ CLOSING	\$20,000.00
AMOUNT FINANCED	\$55,000.00
INTEREST RATE	7.0 %
TERM	10 years
MONTHLY PAYMENT	\$638.60
COMMENCEMENT DATE	October 1, 1999

# THE HOPKINS LAW FIRM

---

900 Beaver Drive • DuBois, PA 15801

**David J. Hopkins**

Licensed in PA & NJ  
Masters in Taxation

• Voice: (814) 375 - 0300

• Fax: (814) 375 - 5035

• Email:hopkins@penn.com

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**Lea Ann Heltzel**

Licensed in PA

January 25, 2001

**Certified Mail – Return Receipt Requested  
and U.S. Mail – First Class**

Mr. Tracy Reed  
303 Merrill Street  
Clearfield, PA 16830

Re: Mabel F. Rosman vs. Tracy Reed

Dear Mr. Reed:

Kindly be advised this office represents Mabel F. Rosman who is the owner of property in which you reside. On September 1, 1999, you entered into an Installment Land Contract with Mrs. Rosman wherein you agreed to purchase the said property for \$75,000.00 payable in monthly installments to Mrs. Rosman.

The contract specifically states:

1. Purchaser agrees that he will keep in full force and effect a fire and casualty insurance policy insuring the premises;
2. Purchaser agrees to pay and keep current all real estate taxes;
3. Purchaser shall pay monthly installment of \$638.60 on the first day of each month until the said principal and interest are paid in full; and
4. In the event Purchaser shall default for thirty (30) days in the making of any payment required herein, Seller shall have the right to terminate the contract.

You failed to keep the taxes current on the property and have continuously fell months behind with your monthly payments. Currently, you have failed to pay November 2000, December 2000 and January 2001 installment payments.

MR. TRACY REED  
PAGE TWO  
January 25, 2001

Please accept this letter as the following notices required by 41 P.S. 403(c)(1-6):

1. The real estate at issue is all those certain lots or parcels of land lying and being situate in the Third Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, being more particularly described in the Installment Land Contract dated September 1, 1999 which you executed.

2. The nature of the default claim is:

a. Unpaid rent from November 2000 through January 2001 at \$638.60 = \$1,915.80. Real estate taxes are unpaid.

You have the right to cure the default as set forth above by taking the following action:

a. Paying \$1,915.80;  
b. Provide proof that County, Township and School taxes are paid current

3. You must take the actions set forth above within thirty (30) days of the date you receive this letter.

4. If you fail to cure the defaults as set forth above, an action for ejectment may be commenced against you and you will lose all of your rights together with all of the payments you have made towards the property.

5. You have the right to transfer the real estate provided all obligations set forth therein are paid in full or to obtain outside financing to pay off the Installment Land Contract.

6. In the event you fail to cure the default as set forth herein within thirty (30) days, I will file the appropriate action to have you ejected from the property and seek attorney's fees and costs for eviction.

Very truly yours,

David J. Hopkins  
Attorney at Law

DJH/lle

FILED

MAR 29 2001

013:501 attorney fees pd  
William A. Shaw  
Prothonotary

\$80.00

attorney fees pd

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**Sheriff Docket # 10839**

**ROSMAN, MABEL F.**

**01-439-CD**

**VS.**

**REED, TRACY**

**COMPLAINT IN EJECTMENT**

**SHERIFF RETURNS**

**NOW APRIL 5, 2001 AT 3:15 PM DST SERVED THE WITHIN COMPLAINT IN  
EJECTMENT ON TRACY REED, DEFENDANT AT HIS GIRLFRIEND'S RESIDENCE,  
1110 DAISY ST., APT. 5, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA  
BY HANDING TO TRACY REED A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN EJECTMENT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: COUDRIET**

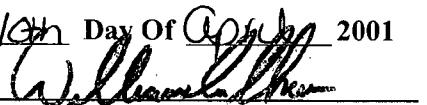
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**Return Costs**

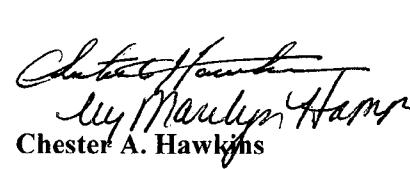
<b>Cost</b>	<b>Description</b>
<b>21.34</b>	<b>SHFF. HAWKINS PAID BY: ATTY.</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY.</b>

**Sworn to Before Me This**

10th Day Of April, 2001

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

**So Answers,**

  
Chester A. Hawkins  
Sheriff

**FILED**

APR 10 2001  
01:42 pm  
William A. Shaw  
Prothonotary

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

MABEL F. ROSMAN, :  
Plaintiff : EJECTMENT ACTION  
vs. : No. 01-439 -CD  
TRACY REED, :  
Defendant :  
: Type of Pleading: Praeclipe for  
: Default Judgment  
: Filed on behalf of: Mabel F. Rosman,  
: Plaintiff  
: Counsel of Record:  
: DAVID J. HOPKINS, ESQUIRE  
: Attorney at Law  
: Supreme Court No. 42519  
: 900 Beaver Drive  
: DuBois, Pennsylvania 15801  
: (814) 375-0300

**FILED**

MAY 24 2001

William A. Shaw  
Prothonotary

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

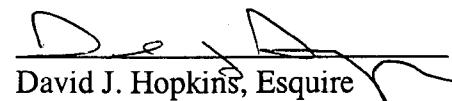
MABEL F. ROSMAN, :  
Plaintiff : EJECTMENT ACTION  
vs. : No. 01-439 -CD  
TRACY REED, :  
Defendant :

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Please enter a Default Judgment against Defendant Tracy Reed for his failure to file an Answer to Plaintiff's Complaint. Plaintiff filed a Complaint in Ejectment on March 29, 2001 and service of said Complaint was effected by Sheriff on April 5, 2001. On May 9, 2001, Plaintiff mailed a 10-day Notice and Defendant Tracy Reed has failed to file an Answer within the required time period.

Respectfully submitted,

  
David J. Hopkins, Esquire

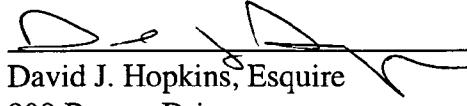
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

MABEL F. ROSMAN, :  
Plaintiff : EJECTMENT ACTION  
vs. :  
: No. 01-439 -CD  
: TRACY REED,  
Defendant :

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the Praeclipe for Default Judgment of filed on behalf of Plaintiff, Mabel F. Rosman, was forwarded on the 24th day of May, 2001 by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Tracy Reed  
303 Merrill Street  
Clearfield, PA 16830

  
David J. Hopkins, Esquire  
900 Beaver Drive  
DuBois, PA 15801  
Supreme Court No. 74456

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

MABEL F. ROSMAN,

Plaintiff

EJECTMENT ACTION

vs.

No. 01-439 -CD

TRACY REED,

Defendant

TO: Tracy Reed  
1110 Daisy Street, Apt. 5  
Clearfield, PA 16830

DATE OF NOTICE: May 9, 2001

**IMPORTANT NOTICE**

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

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

Office of the Court Administrator  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
(814) 765-2641

  
DAVID J. HOPKINS, ESQUIRE  
Attorney for Plaintiff  
Supreme Court No. 42519  
900 Beaver Drive  
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

C  
Y

Mabel F. Rosman  
Plaintiff(s)

No.: 2001-00439-CD

Real Debt: \$

Atty's Comm:

Vs. Costs: \$

Int. From:

Tracy Reed  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment/Possession

Date of Entry: May 24,2001

Expires: May 24, 2006

Certified from the record this 24th of May, 2001

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William A. Shaw, Prothonotary

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SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

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Plaintiff/Attorney

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

CO

MABEL F. ROSMAN, Plaintiff : EJECTMENT ACTION  
vs. : No. 01-439 -CD  
TRACY REED, Defendant :

To: Tracy Reed  
303 Merrill Street  
Clearfield, PA 16830

**JUDGMENT NOTICE**

Please take note that judgment has been entered against you granting Plaintiff possession of 303 Merrill Street, Clearfield, Pennsylvania 16830.

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Prothonotary

**FILED**

MAY 24 2001  
City of Hopkins  
William A. Shaw  
Prothonotary  
Pd \$20.00

*for*  
met to Dr.  
Statement to city