

03-24-CD
ARTHUR OGDEN, et al. vs. TERESA L. MYERS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ARTHUR OGDEN and GRACE K.
OGDEN, formerly known as
GRACE K. CONKLIN,

Plaintiffs

vs.

TERESA L. MYERS, a/k/a TERESA
L. IRWIN

Defendants

*
*No. 03-24-CJ

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* Type of Case: Judgment

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* Type of Pleading: Complaint For

* Confession of Judgment in Ejectment

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* Filed on Behalf of:

* Plaintiffs

*

*

* Counsel of Record for this Party:

* David C. Mason, Esquire

* Sup. Court No. 39180

* P. O. Box 28

* Philipsburg, PA 16836

* (814) 342-2240

FILED

JAN 07 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ARTHUR OGDEN and GRACE K.
OGDEN, formerly known as
GRACE K. CONKLIN,

*

*No.

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Plaintiffs

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vs.

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TERESA L. MYERS, a/k/a TERESA
L. IRWIN

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Defendants

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NOTICE OF JUDGMENT AND EXECUTION

NOTICE OF DEFENDANT'S RIGHTS

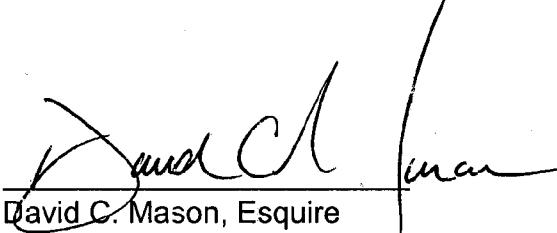
TO: Teresa L. Myers
a/k/a Teresa L. Irwin
1515 Presqueisle Street
Philipsburg, PA 16866

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

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

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

Court Administrator's Office
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641



David C. Mason, Esquire
Attorney for Plaintiffs
P.O. Box 28, 409 N. Front Street
Philipsburg, PA 16866

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ARTHUR OGDEN and GRACE K.
OGDEN, formerly known as
GRACE K. CONKLIN,

*
*No.
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*
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Plaintiffs

*

VS.

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TERESA L. MYERS, a/k/a TERESA
L. IRWIN

*

Defendants

*

COMPLAINT FOR
CONFESION OF JUDGMENT IN EJECTMENT
ARTICLE OF AGREEMENT

AND NOW, come the Plaintiffs, Arthur Ogden and Grace K. Ogden, formerly known as Grace K. Conklin, by and through their attorney, David C. Mason, Esquire, who files this Complaint pursuant to **Pa. R.C.P. 2971(a)**, of which the following are averments of fact:

1. Plaintiffs are Arthur Ogden and Grace K. Ogden, formerly known as Grace K. Conklin, husband and wife, currently of 411 Tuscarora Street, Port Royal, Pennsylvania, 17082.

2. Defendants is Teresa L. Myers now known as Teresa L. Irwin, whose address is believed to be 1515 Presqueisle Street, Borough of Philipsburg, Pennsylvania, 16866.

3. Plaintiffs, as Sellers, entered into an Article of Agreement dated March 19, 2002, with Teresa L. Myers, as Buyer, for a parcel of ground situate in Boggs Township, Clearfield County, Pennsylvania, consisting of 3.00 acres, more or less, described as follows:

ALL that lot situated in Boggs Township, Clearfield County, Pennsylvania, described as follows:

ALL that certain parcel of land beginning at a post, which post is N 84° 15' W, 326 feet from a post, the Northwest corner of the tract known as the Reed Knepp lands; thence N 84° 15' W, 340 feet from a post, the Northwest corner of this conveyed tract and along lands of Harbison Walker Co. to a post; thence by land of Grantor, of which this is a part S 4° W, 370 feet to a post; thence by same lands S 84° 15' E, 340 feet to a post; and thence by same lands N 4° E, 370 feet to place of beginning, containing 3 acres, plus or minus.

BEING the same premises as vested in Grace K. Conklin by virtue of a Deed from Frank Conklin, dated February 15, 1973, and recorded in Deed Book Volume 623 at Page 272.

A true and correct copy of said Article of Agreement is attached hereto and marked as Exhibit "A".

4. Teresa L. Myers, now known as Teresa L. Irwin, Buyer, defaulted under the said Article of Agreement by failing to make the required payments provided for in said Agreement in the following manner:

- (a) By failing to pay all real estate taxes due after April 1, 2002;
- (b) By failing to obtain and maintain liability insurance on the said property;
- (c) By failing to make payments required to be made for a period in excess of sixty

(60) days.

5. The last payment was made November 1, 2002. A period of sixty (60) days has passed since the last payment with no additional payments being forthcoming.

6. Pursuant to paragraph 8 of the Agreement, Buyer has failed and refused to keep and perform all of the covenants and undertakings provided for therein.

7. Notice was served upon the Defendant Teresa L. Myers a/k/a Teresa L. Irwin and her counsel on December 6, 2002. A true and correct copy of said Notice is attached hereto as Exhibit "B".

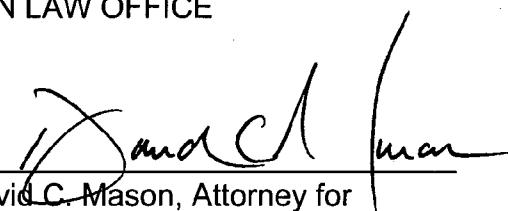
8. This judgment is not being entered against Teresa L. Myers a/k/a Teresa L. Irwin as the result of a residential lease. Defendant Myers a/k/a Irwin resides in the Borough of Philipsburg, not on the subject property.

9. In accordance with the terms of the Article of Agreement dated March 19, 2002, the Plaintiffs are authorized to appear for and on behalf of Teresa M. Irwin a Confession for Judgment in Ejectment for the premises herein described.

10. The aforesaid Article of Agreement (paragraph 9) authorizes the immediate issuance of a Writ of Possession, together with costs, without asking leave of Court.

WHEREFORE, Plaintiffs demand judgment in ejectment against defendant for immediate possession of the above-described premises, as authorized by the warrant of attorney appearing in paragraph 9 of the Article of Agreement.

MASON LAW OFFICE

By: 

David C. Mason, Attorney for
Plaintiffs

ARTICLE OF AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of
March, 2002, by and between **GRACE K. OGDEN, formerly Grace K. Conklin**
and ARTHUR OGDEN, Husband and Wife, of Salem Road, P. O. Box 73, Wallaceton, PA
16876, hereinafter "Sellers"

A

N

D

TERESA L. MYERS, of P. O. Box 263, Philipsburg, PA 16866-0263, hereinafter "Buyer"

WHEREAS, the Sellers are the owners of a piece or parcel of ground situate in Boggs Township, Clearfield County, Pennsylvania, consisting of 3.00 acres, more or less, which is more fully described in Exhibit A which is attached and made a part hereof.

1. Sellers agree to sell to Buyer, who agrees to purchase the real property heretofore identified.
2. The purchase price shall be \$27,000.00 payable as follows:
 - a) \$2,000.00 upon the execution of this Agreement.
 - b) The balance of \$25,000.00 payable in equal consecutive monthly payments of \$324.81 per month for a period of 93 months including interest at 5% on the unpaid balance as more fully set out in Exhibit B which is attached hereto and made a part hereof, with the final payment being \$324.70.
3. Buyer covenants and agrees that she will be responsible for and will pay all utilities servicing said property and all real estate taxes due after April 1, 2002, which will be the effective date of this Agreement.

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

Ex. "A"

4. Buyer will obtain and maintain liability insurance on the real property being sold pursuant to this Agreement naming Sellers as additional insureds.

5. Buyer agrees to maintain the premises being sold in a neat and clean condition and not to accumulate garbage, junk or other offensive materials on the premises.

6. The property shall be used only as a residential property in conformity with all federal, state and local laws, ordinances and regulations.

7. Buyer agrees to indemnify and hold harmless Sellers from any suits or claims of any nature arising out of Sellers' ownership of legal title to the subject premises under this Agreement.

8. If Buyer fails or refuses to make the payments to be made hereunder for a period of two (2) months and/or fails or refuses to keep and perform all of the covenants and undertakings provided for hereunder, Sellers may, after 15 days written notice to Buyer, enter an action in ejectment and regain possession of the premises described herein and may retain all sums paid by Buyer as liquidated damages.

9. In case the Buyer shall fail, neglect, or refuse to pay the payments provided for herein for a period of sixty (60) days after the same shall become due and payable, the Sellers shall have the right, at their option, to repossess themselves of the property heretofore described, together with sufficient of the improvements and personal property contained thereon and to reimburse themselves fully for any and all sums due and payable under this Agreement and not paid as hereinabove stipulated, without being considered trespassers upon the said premises for so doing and the said Buyer, upon such default continuing for sixty (60) days, authorizes and empowers any attorney of any Court of Record to appear and enter in the Court of Common Pleas of Clearfield County, Pennsylvania, an amicable action and confession of judgment in ejectment for the premises herein described and thereupon authorizes the immediate issuance of a Writ of Possession with a clause for costs and for any sums due and unpaid, without asking Leave of Court and without any prior Writ or proceeding

whatsoever, by virtue of which the Sellers herein named shall be placed in possession of the premises and the Buyer hereby releases to the Sellers all errors and defects whatsoever in entering such action or judgment or causing such Writ of Possession to be issued or in any proceeding thereon or concerning the same.

10. Upon payment of all sums due herein when the same are due, Sellers shall convey the property described in Exhibit A by Special Warranty Deed free and clear of all liens and encumbrances. At closing, transfer taxes shall be equally divided. Sellers shall be responsible for the preparation of the Deed. All other closing costs shall be the responsibility of the Buyer.

11. This Agreement contains all of the agreements and understandings of the parties hereto concerning the subject matter set forth herein. This Agreement may not be assigned or the property sublet without the written consent of Sellers.

12. This Agreement may be altered or amended only by a written document executed subsequent to this Agreement by the parties hereto.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby and to bind their heirs, executors, administrators, successors and assigns, have set their hands and seals on the date first above set out.

SELLERS:

Grace K. Ogden (SEAL)
Grace K. Ogden

Arthur Ogden (SEAL)
Arthur Ogden

BUYER:

Teresa L. Myers (SEAL)
Teresa L. Myers

Lot situated in Boggs Township, Clearfield County, Pennsylvania,
described as follows:

ALL that certain parcel of land beginning at a post, which post is
N 84° 15' W, 326 feet from a post, the Northwest corner of the tract
known as the Reed Knepp lands; thence N 84° 15' W, 340 feet from a
post, the Northwest corner of this conveyed tract, and along lands of
Harbison Walker Co. to a post; thence by land of Grantor, of which
this is a part, S 4° W, 370 feet to a post; thence by same lands S 84°
15' E, 340 feet to a post; and thence by same lands N 4° E, 370 feet
to place of beginning, containing 3 acres plus or minus.

03-18-02

MORTIZATION

Principal Amount of Loan	\$25,000.00
Finance Charges	\$5,207.22
Principal+Finance Charges	\$30,207.22
Annual Interest Rate in Percent	5.000
Duration of Loan in Months	93
Number of Payments / Year	12
Amount of Regular Payment	\$324.81
Amount of Final Payment	\$324.70
First Payment Date	4/1/2002

PAYMENT NO.	MO./YR.	\$ INTEREST	\$ PRINCIPAL	\$ BALANCE
1	4 2002	104.17	220.64	24,779.36
2	5 2002	103.25	221.56	24,557.80
3	6 2002	102.32	222.49	24,335.31
4	7 2002	101.40	223.41	24,111.90
5	8 2002	100.47	224.34	23,887.56
6	9 2002	99.53	225.28	23,662.28
7	10 2002	98.59	226.22	23,436.06
8	11 2002	97.65	227.16	23,208.90
9	12 2002	96.70	228.11	22,980.79
Total For 2002		904.08	2,019.21	
10	1 2003	95.75	229.06	22,751.73
11	2 2003	94.80	230.01	22,521.72
12	3 2003	93.84	230.97	22,290.75
13	4 2003	92.88	231.93	22,058.82
14	5 2003	91.91	232.90	21,825.92
15	6 2003	90.94	233.87	21,592.05
16	7 2003	89.97	234.84	21,357.21
17	8 2003	88.99	235.82	21,121.39
18	9 2003	88.01	236.80	20,884.59
19	10 2003	87.02	237.79	20,646.80
20	11 2003	86.03	238.78	20,408.02
21	12 2003	85.03	239.78	20,168.24
Total For 2003		1,085.17	2,812.55	
22	1 2004	84.03	240.78	19,927.46
23	2 2004	83.03	241.78	19,685.68
24	3 2004	82.02	242.79	19,442.89
25	4 2004	81.01	243.80	19,199.09
26	5 2004	80.00	244.81	18,954.28
27	6 2004	78.98	245.83	18,708.45
28	7 2004	77.95	246.86	18,461.59
29	8 2004	76.92	247.89	18,213.70
30	9 2004	75.89	248.92	17,964.78
31	10 2004	74.85	249.96	17,714.82
32	11 2004	73.81	251.00	17,463.82
33	12 2004	72.77	252.04	17,211.78
Total For 2004		941.26	2,956.46	

PAYMENT NO.	MO./YR.	\$ INTEREST	\$ PRINCIPAL	\$ BALANCE
34	1 2005	71.72	253.09	16,958.69
35	2 2005	70.66	254.15	16,704.54
36	3 2005	69.60	255.21	16,449.33
37	4 2005	68.54	256.27	16,193.06
38	5 2005	67.47	257.34	15,935.72
39	6 2005	66.40	258.41	15,677.31
40	7 2005	65.32	259.49	15,417.82
41	8 2005	64.24	260.57	15,157.25
42	9 2005	63.16	261.65	14,895.60
43	10 2005	62.06	262.75	14,632.85
44	11 2005	60.97	263.84	14,369.01
45	12 2005	59.87	264.94	14,104.07
Total For 2005		790.01	3,107.71	
46	1 2006	58.77	266.04	13,838.03
47	2 2006	57.66	267.15	13,570.88
48	3 2006	56.55	268.26	13,302.62
49	4 2006	55.43	269.38	13,033.24
50	5 2006	54.31	270.50	12,762.74
51	6 2006	53.18	271.63	12,491.11
52	7 2006	52.05	272.76	12,218.35
53	8 2006	50.91	273.90	11,944.45
54	9 2006	49.77	275.04	11,669.41
55	10 2006	48.62	276.19	11,393.22
56	11 2006	47.47	277.34	11,115.88
57	12 2006	46.32	278.49	10,837.39
Total For 2006		631.04	3,266.68	
58	1 2007	45.16	279.65	10,557.74
59	2 2007	43.99	280.82	10,276.92
60	3 2007	42.82	281.99	9,994.93
61	4 2007	41.65	283.16	9,711.77
62	5 2007	40.47	284.34	9,427.43
63	6 2007	39.28	285.53	9,141.90
64	7 2007	38.09	286.72	8,855.18
65	8 2007	36.90	287.91	8,567.27
66	9 2007	35.70	289.11	8,278.16
67	10 2007	34.49	290.32	7,987.84
68	11 2007	33.28	291.53	7,696.31
69	12 2007	32.07	292.74	7,403.57
Total For 2007		463.90	3,433.82	
70	1 2008	30.85	293.96	7,109.61
71	2 2008	29.62	295.19	6,814.42
72	3 2008	28.39	296.42	6,518.00
73	4 2008	27.16	297.65	6,220.35
74	5 2008	25.92	298.89	5,921.46
75	6 2008	24.67	300.14	5,621.32

76	7 2008	23.42	301.39	5,319.93
77	8 2008	22.17	302.64	5,017.29
78	9 2008	20.91	303.90	4,713.39
79	10 2008	19.64	305.17	4,408.22
80	11 2008	18.37	306.44	4,101.78
81	12 2008	17.09	307.72	3,794.06
			<hr/>	
Total For 2008		288.21	3,609.51	

PAYMENT NO.	MO. /YR.	\$ INTEREST	\$ PRINCIPAL	\$ BALANCE
82	1 2009	15.81	309.00	3,485.06
83	2 2009	14.52	310.29	3,174.77
84	3 2009	13.23	311.58	2,863.19
85	4 2009	11.93	312.88	2,550.31
86	5 2009	10.63	314.18	2,236.13
87	6 2009	9.32	315.49	1,920.64
88	7 2009	8.00	316.81	1,603.83
89	8 2009	6.68	318.13	1,285.70
90	9 2009	5.36	319.45	966.25
91	10 2009	4.03	320.78	645.47
92	11 2009	2.69	322.12	323.35
93	12 2009	1.35	323.35	0.00
		<hr/>	<hr/>	
Total For 2009		103.55	3,794.06	

Final Payment = \$324.70

DAVID C. MASON

Attorney at Law

409 NORTH FRONT STREET
P.O. Box 28
PHILIPSBURG, PENNSYLVANIA 16866
(814) 342-2240
FAX (814) 342-5318

December 6, 2002

Teresa Myers Irwin
P. O. Box 263
Philipsburg, PA 16866-0263

In RE: Grace & Arthur Ogden
Boggs Township, Clearfield County, PA property

Dear Ms. Myers:

I represent Arthur Ogden and Grace K. Ogden. I have reviewed the Article of Agreement dated March 19, 2002, prepared by Attorney George S. Test, Jr. I am providing a copy of this letter to Mr. Test so that he can remain apprised of the circumstances.

Paragraph 11 prohibits the assignment of this Agreement or the subletting of the same without the written consent of the Sellers. Be advised you have fifteen (15) days to correct this violation or an Action of Ejectment will be instituted against you and your tenant for the recovery of possession of the property in accordance with the terms of your contract.

Very truly yours,

MASON LAW OFFICE


David C. Mason

DCM:blb
cc George S. Test, Jr., Esquire

Ex. "B"

VERIFICATION

WE, ARTHUR OGDEN and GRACE K. OGDEN, formerly GRACE K. CONKLIN, verify that the statements made in this Complaint in Confession of Judgment for Ejectment are true and correct to the best of my knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

January 6, 2003

Arthur Ogden
Arthur Ogden

Grace K. Ogden
Grace K. Ogden formerly known
as Grace K. Conklin

FILED

Atty pd.

85.00

019-2685
JAN 07 2003

4 CC Atty Mason

W.A. Shaw
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ARTHUR OGDEN and GRACE K.
OGDEN, formerly known as
GRACE K. CONKLIN,

*
*No. 03-24-CD
*
*

Plaintiffs

vs.

TERESA L. MYERS, a/k/a TERESA
L. IRWIN

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FILED

JAN 07 2003

William A. Shaw
Prothonotary

Defendants

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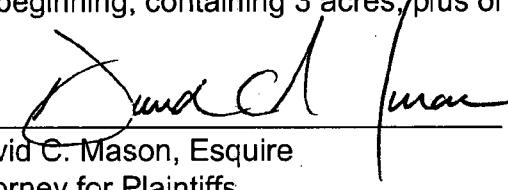
**CONFESSTION OF JUDGMENT FOR POSSESSION
OF REAL PROPERTY**

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

ALL that lot situated in Boggs Township, Clearfield County, Pennsylvania, described as follows:

ALL that certain parcel of land beginning at a post, which post is N 84° 15' W, 326 feet from a post, the Northwest corner of the tract known as the Reed Knepp lands; thence N 84° 15' W, 340 feet from a post, the Northwest corner of this conveyed tract and along

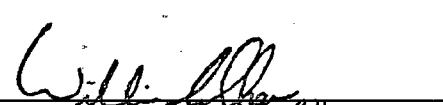
lands of Harbison Walker Co. to a post; thence by land of Grantor, of which this is a part S 4° W, 370 feet to a post; thence by same lands S 84° 15' E, 340 feet to a post; and thence by same lands N 4° E, 370 feet to place of beginning, containing 3 acres, plus or minus.



David C. Mason, Esquire
Attorney for Plaintiffs

Judgment entered as above this 7th day of January, 2003.

PROTHONOTARY

By: 

FILED

019-2003
JAN 07 2003

444 Mason

20.00 pd. by

William A. Shaw
444 Mason
by Pretherostay

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ARTHUR OGDEN and GRACE K.
OGDEN, formerly known as
GRACE K. CONKLIN,

*
*No. 03-24-CD
*

Plaintiffs

*

vs.

*

TERESA L. MYERS, a/k/a TERESA
L. IRWIN

*

*

*

Defendants

*

PRAECIPE FOR ISSUANCE OF
WRIT OF POSSESSION
UPON A CONFESSED JUDGMENT

TO THE PROTHONOTARY:

Issue writ of possession upon the judgment in ejectment entered by confession in the above matter.

CERTIFICATION

I certify that

- (1) This praecipe is based upon a judgment entered by confession, and
- (2) Notice pursuant to Rule 2973.3 will be served with the writ of possession.

FILED

JAN 07 2003

William A. Shaw
Prothonotary

MASON LAW OFFICE

By:


David C. Mason, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ARTHUR OGDEN and GRACE K.
OGDEN, formerly known as
GRACE K. CONKLIN,

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*No.

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Plaintiffs

*

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vs.

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TERESA L. MYERS, a/k/a TERESA
L. IRWIN

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Defendants

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WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

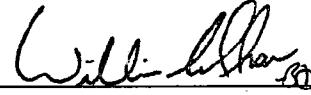
TO THE SHERIFF OF CLEARFIELD COUNTY

(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following-described property to Arthur Ogden and Grace K. Ogden, his wife:

ALL that lot situated in Boggs Township, Clearfield County, Pennsylvania, described as follows:

ALL that certain parcel of land beginning at a post, which post is N 84° 15' W, 326 feet from a post, the Northwest corner of the tract known as the Reed Knepp lands; thence N 84° 15' W, 340 feet from a post, the Northwest corner of this conveyed tract and along lands of Harbison Walker Co. to a post; thence by land of Grantor, of which this is a part S 4° W, 370 feet to a post; thence by same lands S 84° 15' E, 340 feet to a post; and thence by same lands N 4° E, 370 feet to place of beginning, containing 3 acres, plus or minus.

(2) To satisfy the costs against _____, you are directed to levy upon any property of _____ and sell her interest therein.



Prothonotary

Deputy

Seal of the Court

Dated: January 7, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ARTHUR OGDEN and GRACE K. OGDEN, formerly known as GRACE K. CONKLIN, * * * * *

Plaintiffs * * * * *

vs. * * * * *

TERESA L. MYERS, a/k/a TERESA L. IRWIN * * * * *

Defendants * * * * *

PETITION TO STRIKE JUDGMENT

REQUEST FOR PROMPT HEARING

I hereby certify that I did not voluntarily, intelligently and knowingly give up my right to notice and hearing prior to the entry of judgment. I petition the court to strike the judgment on this ground and request a prompt hearing on this issue.

I verify that the statements made in this Request for Hearing 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.

Notice of the hearing should be given to me at:

1515 Presqueisle Street
Philipsburg, PA 16866

Telephone No: _____

DATED:

Defendant

FILED

4 CCA

4 want to

Atty Mason

of 9:31 AM
JAN 07 2003

William A. Shaw

20.00 pd. by
Prothonotary

Atty Mason

See

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13489

OGDEN, ARTHUR & GRACE K.

03-24-CD

VS.

MYERS, TERESA a/k/a TERESA L. IRWIN

COMPLAINT FOR CONFESSION OF JUDGMENT IN EJECTMENT; CONF./JUDGMENT FOR POSSE OF REAL PROPERTY; PRAECIPE & WRIT OF POSSESSION

SHERIFF RETURNS

NOW JANUARY 7, 2003, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT FOR CONFESSION OF JUDGMENT IN EJECTMENT; CONFESSION OF JUDGMENT FOR POSSESSION OF REAL PROPERTY; PRAECIPE & WRIT OF POSSESSION ON TERESA L. MYERS A/K/A TERESA L. IRWIN, DEFENDANT.

NOW JANUARY 14, 2003 SERVED THE WITHIN COMPLAINT FOR CONFESSION OF JUDGMENT IN EJECTMENT; CONFESSION OF JUDGMENT FOR POSSESSION OF REAL PROPERTY; PRAECIPE & WRIT OF POSSESSION ON TERESA L. MYERS A/K/A TERESA L. IRWIN, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED RYAN HANSLOVAN, ADULT AT RESIDENCE.

Return Costs

Cost	Description
27.97	SHFF. HAWKINS PAID BY: ATTY.
43.00	SHFF. NAU PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

11th Day Of Feb 2003
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
My Marilyn Harris
Chester A. Hawkins
Sheriff

FILED

FEB 11 2003
01/11:30 a.m.
William A. Shaw
Prothonotary
Page *Re*
no cc

#48

SHERIFF'S OFFICE

CENTRE COUNTY

13489

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN	INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do Not detach any copies.
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1. Plaintiff(s) <i>Arthur + Grace K. OGDEN</i>	2. Case Number <i>03-24-CD</i>
3. Defendant(s) <i>Teresa L. Myers aka Teresa L. Irwin</i>	4. Type of Writ or Complaint: <i>Confession of Judgement, Judgement for Possession, Preceiper Writ of Possession</i>
SERVE → AT { 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <i>Teresa L. Myers aka Teresa L. Irwin</i> 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <i>1515 Presqueisle St., Philipsburg, Pa. 16866</i>	
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other	

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
12. Signature		

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSO Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
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TO BE COMPLETED BY SHERIFF

16. Served and made known to Ryan Henslovan, on the 14 day of January, 20 03, at 12:40 o'clock, P m., at SAME AS ABOVE, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) resides(s). Relationship is _____
- Adult in charge of Defendant's residence.
- Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- Agent or person in charge of Defendant's office or usual place of business.
- _____ and officer of said Defendant company.
- Other _____

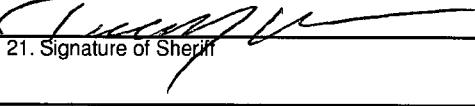
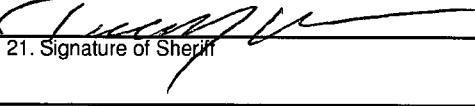
On the _____ day of _____, 20 _____, at _____ o'clock, _____ M.

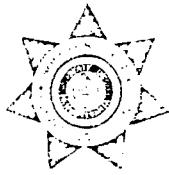
Defendant not found because:

- Moved
- Unknown
- No Answer
- Vacant
- Other _____

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>9.00</u>	<u>—</u>	<u>2.50</u>	<u>21.00</u>	<u>.50</u>	<u>1.00</u>	<u>43.00</u>	<u>32.00</u>

17. AFFIRMED and subscribed to before me this _____	So Answer.
20. day of _____ 20 _____	18. Signature of Dep. Sheriff 
23. _____ Notary Public	19. Date <u>1-14-03</u>
21. Signature of Sheriff 	
22. Date	
SHERIFF OF CENTRE COUNTY	
Amount Pd. _____ Page _____	
My Commission Expires _____	
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.	
25. Date Received	



#48

Sheriff's Office Clearfield County

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

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

Robert Snyder
CHIEF DEPUTY
Cynthia Aughenbaugh
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARTHUR OGDEN & GRACE K. OGDEN
formerly known as Grace K. Conklin

vs

TERESA L. MYERS a/k/a TERESA L. IRWIN

TERM & NO. 03-24-CD

DOCUMENT TO BE SERVED:
COMPLAINT FOR CONFESSION OF JUDGMENT IN
EJECTMENT; CONFESSION OF JUDGMENT FOR
POSSESSION OF REAL PROPERTY; PRAECIPE &
WRIT OF POSSESSION

SERVE BY: A.S.A.P.

MAKE REFUND PAYABLE TO: MASON LAW OFFICE

SERVE: TERESA L. MYERS a/k/a TERESA L. IRWIN

ADDRESS: 1515 Presqueisle St., Philipsburg, Pa. 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 7th Day of JANUARY 2003.

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

PA 2242 AP
pd. 75. P

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13487

OGDEN, ARTHUR

03-24-CD

VS.

TERESA L. MYERS A/K/A TERESA L. IRWIN

WRIT OF EXECUTION POSSESSION

SHERIFF RETURNS

NOW, JANUARY 9, 2003 @ 1:26 P.M. O'CLOCK SERVED WRIT OF POSSESSION ON
TAMRA STIVER, OCCUPANT OF RESIDENCE, DEFENDANT, AT HER PLACE OF
RESIDENCE, 726 LINK ROAD, WEST DECATUR, CLEARFIELD COUNTY,
PENNSYLVANIA 16830, BY HANDING TO TAMRA STIVER, OCCUPANT OF RESIDENCE,
DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF
POSSESSION AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, MARCH 19, 2003 RETURN WRIT AS BEING SERVED. PAID COSTS FROM
ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$25.15

SURCHARGE \$10.00

PAID BY ATTORNEY

FILED

MAR 19 2003

o / 3:45 / m
William A. Shaw
Prothonotary

EHD

Sworn to Before Me This

19 Day Of March 2003
Willa

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins
By Cynthia Butler Augherbaugh
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ARTHUR OGDEN and GRACE K.
OGDEN, formerly known as
GRACE K. CONKLIN,

*
*No. 03-24-CJ

Plaintiffs

*

*

vs.

*

*

TERESA L. MYERS, a/k/a TERESA
L. IRWIN

*

*

*

Defendants

*

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY

(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following-described property to Arthur Ogden and Grace K. Ogden, his wife:

ALL that lot situated in Boggs Township, Clearfield County, Pennsylvania, described as follows:

ALL that certain parcel of land beginning at a post, which post is N 84° 15' W, 326 feet from a post, the Northwest corner of the tract known as the Reed Knepp lands; thence N 84° 15' W, 340 feet from a post, the Northwest corner of this conveyed tract and along lands of Harbison Walker Co. to a post; thence by land of Grantor, of which this is a part S 4° W, 370 feet to a post; thence by same lands S 84° 15' E, 340 feet to a post; and thence by same lands N 4° E, 370 feet to place of beginning, containing 3 acres, plus or minus.

(2) To satisfy the costs against _____, you are directed to levy upon any property of _____ and sell her interest therein.

W. A. M.
Prothonotary

Deputy

Seal of the Court

Dated: January 7, 2003

Received January 7, 2003 at 10:00 a.m.
Chester A. Daniels
by Captain Butcher Afghanistan