

04-09-CD
JAMES SAVAGE, et al. vs. ANTHONY W. BROWN

James Savage et al vs. Anthony Brown
2004-9-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

Type of Action:
Civil

Type of Pleading:
Complaint

Filed on Behalf of:
Plaintiffs

Counsel of Record for this
Party:

Brian K. Marshall, Esquire
Supreme Court I.D. 87331

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

FILED

JAN 02 2004

0/3:50/6
William A. Shaw
Prothonotary

1 CERS TO ATTY

NOTICE OF JUDGMENTS
W/NOTICE RULE 2973.2
1 2958.1

TO DEPT: STATEMENT TO ATTY

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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* No.
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COMPLAINT

AND NOW, come the Plaintiffs, James and Dorothy Savage, by and through their attorney, the Law Offices of Richard H. Milgrub, by Brian K. Marshall, Esquire, who file the following Complaint for Confession of Judgment for Money and Complaint for Confession of Judgment for Possession of Real Property, and in support thereof aver as follows:

COUNT I - CONFESSION OF JUDGMENT FOR MONEY

1. Plaintiffs, James Savage and Dorothy Savage, are adult individuals and citizens of the Commonwealth of Pennsylvania currently residing at 1065 Crabapple Drive, State College, Pennsylvania, 16801.

2. Defendant, Anthony W. Brown, is an adult individual and citizen of the Commonwealth of Pennsylvania currently residing at 120 Quarry Avenue, DuBois, Pennsylvania, 15801.

3. Attached hereto and marked Exhibit "A" is a true and correct copy of the original instrument authorizing confession duly executed by Defendant.

4. The attached instrument has not been assigned.

5. Judgment has not been entered in any jurisdiction on the attached instrument authorizing confession.

6. Contrary to the terms and provisions of the written instrument, Defendant failed to make his mortgage payments of \$259.56 on September 10, 2003, October 10, 2003, November 10, 2003, and December 10, 2003, and failed to pay property taxes in the amount of \$812.76 for 2002, and an additional \$1,203.21 in 2003, and failed to pay insurance premiums in the amount of \$581.38, all of which constitutes a default under the instrument, and Plaintiffs exercise their option to declare the entire balance of the instrument immediately due and payable.

7. Consequently, the Defendant is liable to the Plaintiffs as follows:

Unpaid balance of the instrument: \$26,949.65

Property taxes due: \$2,015.97

Insurance premiums due: \$581.38

Attorney collection fee: \$1,650.00

TOTAL: \$31,197.00

8. This judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

9. Defendant, Anthony W. Brown, was placed on notice of his default by a letter dated December 1, 2003, a copy of which is attached hereto as Exhibit "B"; receipt of which was acknowledged by the Defendant, Anthony W. Brown, by his signature

on the United States Postal Service Form 3811, a copy of which is attached to Exhibit "B".

WHEREFORE, Plaintiffs demand judgment in the sum of \$31,197.00 as authorized by the warrant of attorney appearing in the attached instrument.


COUNT II - CONFESSION OF JUDGEMENT
FOR POSSESSION OF REAL PROPERTY

10. Paragraphs 1 through 9 are incorporated herein by reference as though set forth in full.

11. The property subject to this action is more particularly described as 120 Quarry Avenue, DuBois, Pennsylvania, 15801, and is more particularly described in the Plaintiffs' deeds, a true and correct copy of which are attached hereto, marked Exhibit "C", and incorporated herein by reference.

12. This judgment is not being entered against the natural person in connection with a residential lease.

WHEREFORE, Your Plaintiffs demand judgment in ejectment as authorized by the installment land contract.

By 
Brian K. Marshall, Esquire

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

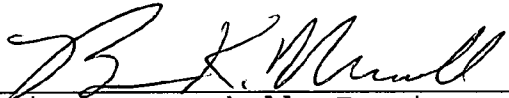
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109 NORTH BRADY STREET
DUBOIS, PA 15801

VERIFICATION

I, Brian K. Marshall, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

I am authorized to make this verification on behalf of the Plaintiffs because of my position as counsel of record.



Brian K. Marshall, Esquire.

Dated: 11/21/04

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

INSTALLMENT LAND CONTRACT

THIS AGREEMENT, made this 11th day of July, 2002 by and between JAMES SAVAGE and DOROTHY SAVAGE, husband and wife, whose address is 5713 Shannon Hgt. Boulevard, Dublin, Ohio, 43016, hereinafter referred to as the "Seller",

A
N
D

ANTHONY W. BROWN, single, whose address is 200 Quarry Avenue, DuBois, Pennsylvania, 15801 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 known as 120 Quarry Avenue, DuBois, County of Clearfield and Commonwealth of Pennsylvania, Tax Parcel No. 020-000-06-340 and Tax Parcel No. 020-000-06-341. The deeds are recorded in the Office of the Recorder of Deeds of Clearfield County in Vol. 1621 at page 301 and Vol. 1612 at page 223.

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

1) **Purchase Price.** The purchase price shall be THIRTY THREE THOUSAND DOLLARS (\$33,000.00), payable and allocated as set forth on Exhibit "A" attached hereto and made a part hereof. Buyer may prepay the amount due Seller at any time without penalty.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200212084

RECORDED ON
JUL 30, 2002
1:59:32 PM
Total Pages: 10

RECORDING FEES - \$25.00
RECORDER

COUNTY IMPROVEMENT FUND \$2.00

RECORDER IMPROVEMENT FUND \$3.00

STATE MORT TAX \$0.50

TOTAL \$30.50

CUSTOMER
HOPKINS, DAVID J.

Exhibit "A"

2) **Closing Date.** Execution of the within Agreement shall be held on or before July 15, 2002 (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. Seller shall be responsible for all utilities consumed prior to the term of this Agreement.

5) **Fire Insurance.** During the term of this Agreement, Buyer shall maintain fire insurance and extended insurance coverage on the premises from a company authorized to issue such insurance within the Commonwealth of Pennsylvania, in an amount not less than Thirty Three Thousand Dollars (\$33,000.00). Buyer shall be responsible for the expense of insurance. Seller shall be named as an additional insured on said fire insurance. The parties hereto agree and understand that in the event the property is destroyed by fire or other casualty, Seller shall be paid the amount outstanding under this Agreement. Buyer shall be responsible for insuring any personal property of Buyers within the premises.

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. Seller shall be named as an additional insured on said liability insurance policy.

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

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 City of DuBois; 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. Buyer shall waive any claims for the value of improvements made by Buyer in the event of Buyer default.

9) **Real Estate Taxes.** During the term of this Agreement, Buyer shall be responsible for the payment of City of DuBois property taxes, Clearfield County property taxes and DuBois Area School Board taxes. Buyer shall provide proof to Seller that taxes have been paid within ten (10) days of the date said taxes are due at "face".

10) **Assessments.** During the term of this Agreement, Buyer shall pay to Seller all municipal assessments made and levied against the subject property. Upon Buyer's payment to Seller, Seller shall pay said municipal assessments.

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 except that Seller represents Seller has a mortgage encumbering the real property.

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 deed on the closing date in favor of Buyer that 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.

17) **Quit Claim Deed.** Buyer 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 in the event of default by Buyer.

18) **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.

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

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

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

20) **Seller's Default.** In the event Buyer has made all payments required by Buyer under the terms of this Agreement, and Seller has failed to pay the real estate taxes due or failed to keep Seller's mortgage current, Buyer may pay same directly and set off the aforesaid payments from the amounts due Seller.

21) **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.

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

23) **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.

24) **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.

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

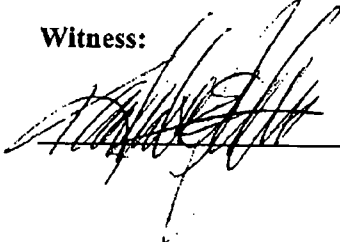
26) **As Is.** The property is sold by Seller and purchased by Buyer in its "as is" condition.

No covenants, warranties or representations are given by Seller.

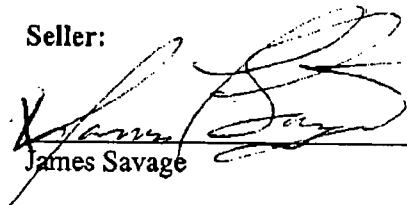
27) **Smoke Test.** At the time the title to the property is transferred, if the municipality requires the storm water and sanitary sewer lines to be tested for infiltration of storm water into the sewer system. Seller shall be responsible for obtaining the test and shall make any remedial repairs to the aforesaid systems.

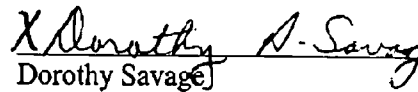
IN WITNESS WHEREOF, the parties hereunto set their hands and seals, the day and year first above-written.

Witness:



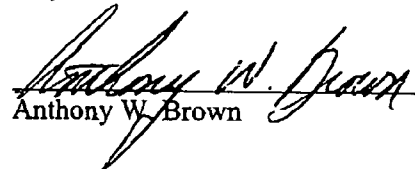
Seller:



James Savage {Seal}

Dorothy Savage {Seal}

Buyer:



Anthony W. Brown {Seal}

State of Ohio)
County of FRANKLIN)

On this, the 11th day of July, 2002, before me, the undersigned officer, personally appeared, James Savage and Dorothy Savage, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires: 4-26-05

Notary Public

Commonwealth of Pennsylvania)
:SS:
County of Clearfield)

On this, the 25th day of July, 2002, before me, the undersigned officer, personally appeared, Anthony W. Brown, single, 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 purpose therein contained.

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

My Commission Expires: _____

Notary Public

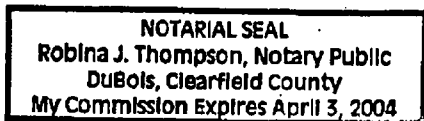


EXHIBIT "A"

SALE PRICE	\$ 33,000.00
DOWN PAYMENT	\$ 5,000.00
AMOUNT FINANCED	\$ 28,000.00
INTEREST RATE	7 1/2%
AMORTIZATION SCHEDULE	15 Years
MONTHLY AMORTIZED INTEREST AND PRINCIPAL PAYMENT	\$ 259.57
FIRST PAYMENT DATE	August 10, 2002

House and Lot (Tax Parcel No. 020-000-06-340, Deed Book 1621, page 301)	\$30,000.00
Garage (Tax Parcel No. 020-000-06-341, Deed book 1612, page 223)	<u>\$ 3,000.00</u>
	\$33,000.00

RICHARD H. MILGRUB
ATTORNEY AND COUNSELOR AT LAW
211 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-1717
FAX (814) 765-4410

RICHARD H. MILGRUB J.D.

BRIAN K. MARSHALL J.D., C.P.A.
ASSOCIATE

109 NORTH BRADY STREET
P.O. BOX 685
DuBOIS, PENNSYLVANIA 15801
(814) 371-7080

December 1, 2003

Anthony W. Brown
120 Quarry Avenue
DuBois, PA 15801

IN RE: Savage to Brown

Dear Mr. Brown:

I have been retained, through the Law Offices of Richard H. Milgrub, in Clearfield and DuBois, to represent James and Dorothy Savage regarding the Installment Land Contract that you entered into with them dated July 11, 2002. The Savages have informed me that you have failed to stay current in your obligations under that contract.

Please be advised that you are in default of your obligations for failing to make mortgage payments for the months of September, October, and November 2003, in the amount of \$259.56 each. In addition, you are in default for having failed to make the payment of \$812.76 for 2002 school taxes that you were advised of in the May 7, 2003, letter from Attorney David J. Hopkins, as well as the July 29, 2003, letter from Attorney Earle D. Lees, Jr. Further, you are in default of the Installment Land Contract for having failed to pay the 2003 city, county, and school taxes in the total amount of \$1,203.21. Finally, you are in default for failure to make the insurance payment of \$95.00 that was due on April 8th, as well as the \$486.38 payment that was due for insurance on October 8, 2003.

As stated previously, your actions constitute a default under the terms of the Installment Land Contract. To cure this default, you must, by December 31, 2003, forward \$3,376.03 in cash, money order, or certified check to James and Dorothy Savage at 1065 Crabapple Drive, State College, PA 16801, or to the undersigned at 211 North Second Street, Clearfield, PA 16830. In the event the default is not

Exhibit "B"

Anthony W. Brown
December 1, 2003
Page 2

cured, then you must vacate the property by January 1, 2004. Failure to cure the default by December 31, 2003 or vacate the property by January 1, 2004, will result in the filing of a Complaint for Confession of Judgment of Money and a Complaint for Confession of Judgment for Possession of Real Estate on January 2, 2004, in the Court of Common Pleas of Clearfield County. Please be advised that Paragraph 19 of the Installment Land Contract provides my clients with the power to take the aforesaid actions.

Please also be further advised that on December 10, 2003, an additional monthly payment will be due, and failure to make that payment on a timely basis will result in a further default on the Installment Land Contract.

I would suggest that in order to protect your interest in the property, and the equity that you have built in the property, you attempt to obtain a mortgage from a bank or mortgage broker on the property that would allow you to pay the balance due to my clients. If wish to take that action, in addition to the aforesaid \$3,376.03, you would need an additional \$26,581.73 before the December 10th payment, or an additional of \$26,488.31 if the December 10th payment is timely paid.

Should you have any questions regarding the contents of this letter, please contact me, or an attorney of your choosing.

Sincerely yours,

Brian K. Marshall

BKM:nlc
cc: James and Dorothy Savage

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Anthony W. Brown
120 Quarry Avenue
DuBois, PA 15801

2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7002 2030 0000 6874 6720

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

This Deed,

MADE THE 11th day of July in the year
of our Lord one thousand nine hundred 94

BETWEEN KAREN STARCK, CLERK OF THE ORPHANS' COURT, on behalf of
ALICE J. DRUM, an incompetent, (Order of Court Attached.) of
Clearfield County, Pennsylvania

Grantor

and JAMES L. SAVAGE and DOROTHY A. SAVAGE, his wife, of the City
of DuBois, Clearfield County, Pennsylvania

WITNESSETH, that in consideration of Eighteen Thousand and 00/100-----
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant
and convey to the said grantees, ALL that certain lot or parcel of land
situate on the easterly side of Quarry Avenue, in the City of DuBois,
County of Clearfield and State of Pennsylvania, bounded and described
as follows, to wit:

BEGINNING at the Northwest corner of property of Maurits
Lundgren on the Easterly side of Quarry Avenue; thence
Northerly by the said East line of Quarry Avenue, forty (40)
feet to a corner; thence Easterly by other lands of grantor
(Emery Pollock) and by a line parallel with and at all points
forty (40) feet distant from the Northerly line of property
of Maurits Lundgren, one hundred and twenty-five (125) feet
to a corner; thence Southerly by other lands of grantor
(Emery Pollock) and by a line parallel with and at all points
one hundred and twenty-five (125) feet distant from the East
line of Quarry Avenue, forty (40) feet to a corner; thence
Westerly by other lands of grantor (Emery Pollock) and by
the Northerly line of Maurits Lundgren property, one hundred
and twenty-five (125) feet to Quarry Avenue and the place of
beginning. Being a lot of land fronting forty (40) feet on
Quarry Avenue by one Hundred and twenty-five (125) feet in
depth. Having thereon erected a two-story, brick dwelling
house known as 120 Quarry Avenue.

BEING the same premises which became vested in Alice J. Drum, by
Deed of Mary Alice Gallagher, dated July 24, 1965, and recorded
in the Office of the Recorder of Deeds for Clearfield County,
Pennsylvania to Book 516, Page 181.

TAX EXEMPT. TRANSFER BETWEEN PARENT AND CHILDREN.

Exhibit "C"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
ORPHANS COURT DIVISION

IN RE: Estate of Alice J. Drum :
an Incompetent :

No. 92-211

DECREE

AND NOW, this 24th day of June, 1994, after notice and hearing, the court being of the opinion that \$ 18,000.00 is a better price than can be obtained at public sale, the Petition of Dorothy A. Savage, guardian is approved, and she is directed and authorized to sell the premises situate at 120 Quarry Avenue, DuBois, Clearfield County for the price of \$ 18,000.00 to Dorothy A. Savage and James L. Savage, their heirs and assigns, and upon receipt of the said purchase price to make and deliver a deed for execution to the Clerk of Court.

The purchase money, less costs, shall be accounted for by the Guardian upon the settlement of her accounts as such.

BY THE COURT

John K. Reilly, Jr.

J.

LAW OFFICES OF
EARLE D. LEES, JR.
406 N. BRADY ST.
P.O. BOX 685
DUBOIS, PA 15801
(814) 375-9310

STATE OF PENNSYLVANIA: SS
COUNTY OF CLEARFIELD: SS

Certified from the records, in 02 Book No. As Filed
Page , this 24th day of June, 19 94

Karen L. Stand
My Commission Expires
First Monday in January, 1996

And the said grantor hereby covenant and agree that she will warrant the property hereby conveyed.

This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to 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.



IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Karen Starck
Karen Starck, Clerk of the Orphans' Court



State of Pennsylvania

County of Clearfield

On this, 11th

day of

July

1894, before me,

the undersigned officer, personally appeared Karen Starck, Clerk of the Orphans' Court

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

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

William A. Shaw
William A. Shaw

Notary Public

PROTHONOTARY Title of Officer

My Commission Expires

1st Monday in Jan, 1998

I do hereby certify that the precise residence and complete post office address of the within named grantee is 120 Quarry Avenue, DuBois, PA 15801

July 11, 1894

[Signature]
Attorney for Grantee

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY 7/28/94
ENTERED OF RECORD
TIME 12:15 PM
BY *Karen L. Starck*
FEE \$ 13.50
Karen L. Starck, Recorder

Notary
Deed

KAREN STARCK, CLERK OF THE
ORPHANS' COURT, on behalf
of ALICE J. DRUM, an incompe-
tent, GRANTOR

A
N
D

JAMES L. SAVAGE and
DOROTHY A. SAVAGE, his wife,
GRANTEES

WARRANTY

Earle D. Lees, Jr., Esquire
111 North Brady Street
P.O. Box 685
DuBois, PA 15801

Telephone: (814) 375-9310

COMMONWEALTH OF PENNSYLVANIA

County of _____ ss.

RECORDED on this _____ day of _____

A. D. 19_____, in the Recorder's office of the said County, in Deed Book

Vol. _____, Page _____

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

_____, Recorder.

Entered of Record 7-28-1994 12:15 PM Karen L. Starck, Recorder

VOL 1612 PAGE 223

This Deed,

MADE THE _____ day of _____ May _____ in the year
of our Lord one thousand nine hundred ninety-four (1994)

BETWEEN JAMES D. DRUM and DIANE DRUM, his wife, of 33 Westgate
Crossing, Nashua, New Hampshire, parties of the first part,

Grantors,

and JAMES L. SAVAGE and DOROTHY A. SAVAGE, of the City of DuBois,
County of Clearfield and Commonwealth of Pennsylvania, parties of
the second part,

Grantee s:

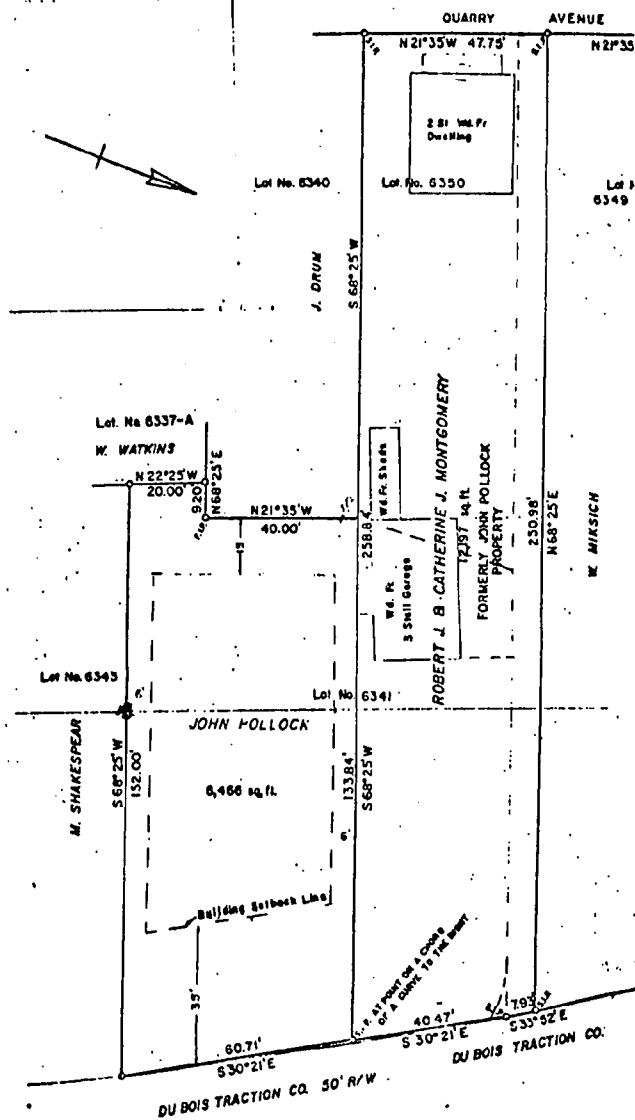
WITNESSETH, that in consideration of Three Thousand and 00/100-----
----- (\$3,000.00 Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees, ALL that certain piece or parcel of land
lying, situate and being in the City of DuBois, Clearfield County,
Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point, said point being the Northeast
corner of the parcel herein conveyed as well as the
Southeast corner of the lands of Robert J. and
Catherine J. Montgomery; from thence, South 30° 21'
East, a distance of 55.71 feet, more or less, to a
pin and being the Southeast corner of the parcel here-
in conveyed; thence, South 68° 25' West, a distance of
152 feet along the line of the lands of Shakespear and
Pollock to a point, said point being the Southwest
corner of the parcel herein conveyed; thence North
22° 25' West, a distance of 20 feet, more or less,
along wigh line of lands of Watkins to a pin; thence
North 68° 25' East, a distance of 9.20 feet to a pin;
from thence North 21° 35' West, a distance of 35 feet,
more or less, to a point, said point being the Northwest
corner of the parcel herein conveyed; thence North
68° 25' East, a distance of 133.84 feet; along the
line of lands of Montgomery to a point, and the place
of beginning.

BEING the same parcel of land conveyed to Grantors herein by Deed of
John E. Pollock, a widower, dated August 28, 1979, and recorded in
the Office of the Recorder of Deeds for Clearfield County, Pennsylvania
in Deed Book 786 at page 419 on September 4, 1979.

TAX EXEMPT. Transfer between siblings.





MITCHELL SURVEYING
R.D.I., FALLS CREEK, PA. 15840

PLAN OF
PROPOSED SUBDIVISION FOR
JOHN POLLOCK
PROPERTY
SITUATED IN

CITY OF DUBOIS, CLFD. CO., PA.

Date Of Survey: DEC. 15, 1978

Scale: 1" = 20' File No. 39 Drawn By: R.A.M.

And the said grantors hereby covenant and agree that they will warrant
GENERALLY the property hereby conveyed.

This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to 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.

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

Richard A. Bersani

Patricia J. Neilligan

James D. Drum

Diane Drum



State of Pennsylvania NEW HAMPSHIRE

County of Cleevefield HILLSBOROUGH

On this,

3RD

day of

May JUNE

, 1994, before me,

the undersigned officer, personally appeared James D. Drum and Diane Drum

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the
within instrument, and acknowledged that they executed same for the purposes therein
contained.

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

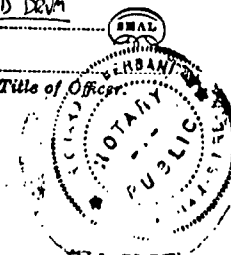
Richard A. Bersani FOR JAMES D. DRUM

RICHARD A. BERSANI
NOTARY PUBLIC, NEW HAMPSHIRE
MY COMMISSION EXPIRES AUGUST 22, 1995

Title of Officer:

Patricia J. Neilligan for Diane J. Drum

PATRICIA T. NEILLIGAN
NOTARY PUBLIC, NEW HAMPSHIRE
MY COMMISSION EXPIRES MAY 12, 1998



I do hereby certify that the precise residence and complete post office address
of the within named grantee is 120 Quarry Avenue, DuBois, PA 15801

May 31, 1994

[Signature]
Attorney for Grantees

hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY 4/17/74
ENTERED OF RECORD
TIME 12:58 PM
BY *[Signature]*
FEES 13.30
Karen L. Starck, Recorder

to the

Deed

JAMES D. DRUM and
DIANE DRUM, his wife,
parties of the first part,
GRANTORS,

A
N
D

JAMES L. SAVAGE and
DOROTHY A. SAVAGE, his wife,
parties of the second part,
GRANTEES,

WARRANTY

Earle D. Lees, Jr., Esq.
111 North Brady Street
P.O. Box 685
DuBois, PA 15801
Telephone: (814) 375-9310

COMMONWEALTH OF PENNSYLVANIA

County of _____ ss.

RECORDED on this _____ day of _____

A. D. 19____, in the Recorder's office of the said County, in Deed Book

Vol. _____, Page _____

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

_____, Recorder.

Entered of Record 6-17 1974, 12:58 PM Karen L. Starck, Recorder

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

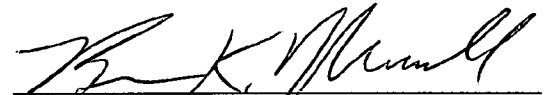
ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

CONFESSION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney, the original, or a copy of which is attached to the Complaint filed in this action, I appear for the Defendant and confess judgment and ejectment in favor of the Plaintiffs and against Defendant for possession of the real property described as follows: 120 Quarry Avenue, DuBois, Pennsylvania, 15801.



Brian K. Marshall
Attorney for Plaintiffs

FILED

JAN 02 2004

0/3:50/12

William A. Shaw
Prothonotary

W. A. Shaw
1-02-04

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09 - CO

CONFESSION OF JUDGMENT

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

Principal Sum: \$26,949.65


Other Authorized Items:

Property taxes: \$2,015.07

Insurance premiums: \$581.38

Attorneys Fees \$1,650.00

TOTAL: \$31,197.00



Brian K. Marshall, Esquire
Attorney for Plaintiffs

FILED

JAN 02 2004

013:50/2

William A. Shaw
Prothonotary

no c/c

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-C0

NOTICE UNDER RULE 2958.1 OF
JUDGMENT AND EXECUTION THEREON

NOTICE OF DEFENDANT'S RIGHTS

To: Anthony W. Brown


A judgment in the amount of \$31,197.00 has been entered against you and in favor of the plaintiffs without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR'S OFFICE
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641


Brian K. Marshall, Esquire
Attorney for Plaintiffs
211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

NOTICE UNDER RULE 2973.2 OF
JUDGMENT AND EXECUTION

NOTICE OF DEFENDANT'S RIGHTS

To: Anthony W. Brown

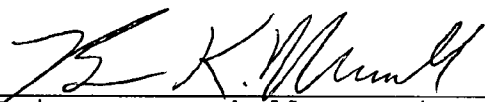
A judgment for possession of real property has been entered against you and in favor of the plaintiffs without prior notice and hearing based on a confession of judgment contained in a promissory note or other document allegedly executed by you. The sheriff may remove you from the property at any time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

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR'S OFFICE
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641


Brian K. Marshall, Esquire
Attorney for Plaintiffs
211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

James Savage Dorothy Savage

Vs.

No. 2004-00009-CD

Anthony W. Brown

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$31,197.00 on the January 2, 2004.

William A. Shaw
Prothonotary

William A. Shaw

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

James Savage Dorothy Savage

Vs.

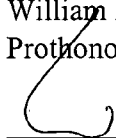
No. 2004-00009-CD

Anthony W. Brown

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT FOR POSSESSION in the above captioned matter has been entered against on the January 2, 2004.

William A. Shaw
Prothonotary



William A. Shaw

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

James Savage
Dorothy Savage
Plaintiff(s)

No.: 2004-00009-CD

Real Debt: \$31,197.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Anthony W. Brown
Defendant(s)

Entry: \$

Instrument: Complaint Confession of
Judgment

Date of Entry: January 2, 2004

Expires: January 2, 2009

Certified from the record this January 2, 2004

William A. Shaw, Prothonotary

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.

Plaintiff/Attorney

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

James Savage
Dorothy Savage
Plaintiff(s)

No.: 2004-00009-CD

Real Debt: Possession

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Anthony W. Brown
Defendant(s)

Entry: \$

Instrument: Complaint Confession of
Judgment

Date of Entry: January 2, 2004

Expires: January 2, 2009

Certified from the record this January 2, 2004

William A. Shaw, Prothonotary

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.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 04-0009-CD

Type of Pleading:
Praeipe to Reinstate Complaint

Filed on Behalf of:
Plaintiffs

Counsel of Record for this
Party:

Brian K. Marshall, Esquire
Supreme Court I.D. 87331

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

FILED

MAR 03 2004

William A. Shaw
Prothonotary

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

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-vs-

No.

ANTHONY W. BROWN,
Defendant


PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the Complaint in the above-captioned
action.

Date:

3/3/04



Brian K. Marshall, Esquire

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

PROTHONOTARY
MILGRUB
3/3/04

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

Type of Pleading:
Praecipe for Writ of Possession
Upon a Confessed Judgment

Filed on Behalf of:
Plaintiffs

Counsel of Record for this
Party:

Brian K. Marshall, Esquire
Supreme Court I.D. 87331

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

FILED

APR 20 2004

William A. Shaw
Prothonotary

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

PRAECIPE FOR WRIT OF POSSESSION UPON A CONFESSED JUDGMENT

TO THE PROTHONOTARY:

Issue a Writ of Possession upon the judgment and
ejectment entered by confession in the above matter.

Certification

I certify that:

1. This Praecipe is based upon a judgment entered by
confession, and notice pursuant to Rule 2973.2 has been served at
least thirty days prior to the filing of this Praecipe as
evidence by a return of service filed of record.



Brian K. Marshall, Esquire
Attorney for James & Dorothy
Savage

Dated: 4/19/04

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

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 James Savage and Dorothy Savage: 120 Quarry Avenue, DuBois, Clearfield County, Pennsylvania.



William A. Shaw, Prothonotary

Dated: 04/20/04

THE LAW OFFICES OF
CHARD H. MILGRUB
NORTH SECOND STREET
CLEARFIELD, PA 16830

NORTH BRADY STREET
DUBOIS, PA 15801

COPY

In The Court of Common Pleas of Clearfield County, Pennsylvania

SAVAGE, JAMES & DOROTHY

VS.

BROWN, ANTHONY W.

COMPLAINT

Sheriff Docket #

15274

04-9-CD

SHERIFF RETURNS

NOW MARCH 12, 2004 AT 10:46 AM SERVED THE WITHIN COMPLAINT ON ANTHONY W. BROWN, DEFENDANT AT RESIDENCE, 120 QUARRY AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANTHONY W. BROWN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

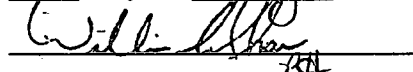
SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
32.62	SHERIFF HAWKINS PAID BY: ATTY CK# 22687
10.00	SURCHARGE PAID BY: ATTY CK# 22688

Sworn to Before Me This

5th Day Of May 2004



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

So Answers,



Chester A. Hawkins
Sheriff

FILED

013:310211
MAY 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

Type of Pleading:
Petition for Judicial
Authorization to Photograph
Premises

Filed on Behalf of:
Plaintiffs

Counsel of Record for this
Party:

Brian K. Marshall, Esquire
Supreme Court I.D. 87331

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

MAY 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

PETITION FOR JUDICIAL AUTHORIZATION TO PHOTOGRAPH PREMISES

AND NOW, come your Petitioners, James and Dorothy Savage, by and through their attorneys, the Law Offices of Richard H. Milgrub, by Brian K. Marshall, Esquire, who Petitions the Court for permission to photograph the premises at 120 Quarry Avenue, DuBois, Clearfield County, Pennsylvania, and in support thereof avers of follows:

1. That on July 11, 2002, your Petitioner's entered into an installment land contract with Anthony W. Brown, the Respondent, for the purchase and sale of 120 Quarry Avenue, DuBois, Clearfield County, Pennsylvania, to the Respondent. A copy of the installment land contract is attached hereto, incorporated herein by reference, and marked Exhibit "A".

2. Since that time, the Respondent has, at various times, failed to fulfill his obligations under said installment land contract.

3. That in response to the Respondent's failure to fulfill his obligations under the installment land contract, your Petitioner's retained the undersigned as counsel for purposes of reclaiming possession of the premises.

4. That pursuant to the provisions of the installment land contract, your Petitioners have prepared and filed two actions for Confession of Judgment. A copy of the Plaintiff's Complaint for Confession of Judgment and the Judgments thereon are attached hereto and marked Exhibit "B". One judgment is for the amount of \$31,197.00, the amount due to your Petitioners under the installment land contract, and the other is for possession of the real property at 120 Quarry Avenue, DuBois, Clearfield County, Pennsylvania.

5. That the Respondent, Anthony Brown, was served with the Complaint by the Sheriff's Department of Clearfield County on or about March 12, 2004 a copy of the Sheriff's Return of Service is attached hereto and marked Exhibit "C".

6. That on April 12, 2004, your Petitioners filed with the Prothonotary of Clearfield County, a Praecipe for Writ of Possession upon a Confessed Judgment, and a Writ of Possession was issued by the Prothonotary. A copy of the Praecipe for Writ of Possession upon a confessed judgment and the Writ of Possession is attached hereto and marked Exhibit "D".

7. That on Friday, May 7, 2004, at approximately 10:30 a.m., your Petitioner will accompany members of the Sheriff's Department of Clearfield County to the real property located at 120 Quarry Avenue, DuBois, Clearfield County, Pennsylvania for purposes of taking possession of the real property. At that time, your Petitioner will have in his possession the Notice of Rule 2973.3 of Judgment and Execution Thereon and will attempt to remove Anthony W. Brown from the premises if he should remain thereon.

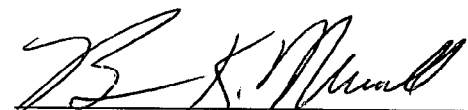
8. That in order to protect himself, and his client's, the undersigned counsel ask the Court grant him an Ex Parte Order allowing him to photograph the inside of the premises at 120 Quarry Avenue, DuBois, Clearfield County, Pennsylvania, in the event that any accusations are made against the undersigned, or his client's, James and Dorothy Savage, for theft of items from the premises.

9. That it is the intention of the undersigned counsel to take immediate possession of the real property, as the Defendant has been asked to remove himself on numerous occasions, as recently as a letter sent Monday, May 3, 2004.

10. That it is the intention of the undersigned counsel to employ a constable to accompany the Defendant to the premises at 120 Quarry Avenue at a mutually convenient date and time for purposes of the Defendant removing his belongings from the premises.

WHEREFORE, your Petitioners respectfully request the Honorable Court to grant their motion, and enter Ex Parte Order, allowing the undersigned counsel to enter and photograph the condition and contents of the premises at 120 Quarry Avenue, DuBois, Clearfield County, Pennsylvania.

Respectfully Submitted



Brian K. Marshall, Esquire
Attorney for James & Dorothy
Savage

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

Dated: 5/6/04

VERIFICATION

I, Brian K. Marshall, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

I am authorized to make this verification on behalf of the Plaintiffs because of my position as counsel of record.



Brian K. Marshall, Esquire

Dated: 5/6/04

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
109 NORTH BRADY STREET
DUBOIS, PA 15801

INSTALLMENT LAND CONTRACT

THIS AGREEMENT, made this 11th day of July, 2002 by and between JAMES SAVAGE and DOROTHY SAVAGE, husband and wife, whose address is 5713 Shannon Hgt. Boulevard, Dublin, Ohio, 43016, hereinafter referred to as the "Seller",

A
N
D

ANTHONY W. BROWN, single, whose address is 200 Quarry Avenue, DuBois, Pennsylvania, 15801 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 known as 120 Quarry Avenue, DuBois, County of Clearfield and Commonwealth of Pennsylvania, Tax Parcel No. 020-000-06-340 and Tax Parcel No. 020-000-06-341. The deeds are recorded in the Office of the Recorder of Deeds of Clearfield County in Vol. 1621 at page 301 and Vol. 1612 at page 223.

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

1) **Purchase Price.** The purchase price shall be THIRTY THREE THOUSAND DOLLARS (\$33,000.00), payable and allocated as set forth on Exhibit "A" attached hereto and made a part hereof. Buyer may prepay the amount due Seller at any time without penalty.

KAREN L. STARCH
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200212084

RECORDED ON
JUL 30, 2002
1:59:32 PM
Total Pages: 10

RECORDING FEES -	\$25.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT FUND	\$3.00
STATE UNIT TAX	\$0.50
TOTAL	\$30.50
CUSTOMER	
HOPKINS, DAVID J.	

Exhibit "A"

2) **Closing Date.** Execution of the within Agreement shall be held on or before July 15, 2002 (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. Seller shall be responsible for all utilities consumed prior to the term of this Agreement.

5) **Fire Insurance.** During the term of this Agreement, Buyer shall maintain fire insurance and extended insurance coverage on the premises from a company authorized to issue such insurance within the Commonwealth of Pennsylvania, in an amount not less than Thirty Three Thousand Dollars (\$33,000.00). Buyer shall be responsible for the expense of insurance. Seller shall be named as an additional insured on said fire insurance. The parties hereto agree and understand that in the event the property is destroyed by fire or other casualty, Seller shall be paid the amount outstanding under this Agreement. Buyer shall be responsible for insuring any personal property of Buyers within the premises.

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. Seller shall be named as an additional insured on said liability insurance policy.

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

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 City of DuBois; 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. Buyer shall waive any claims for the value of improvements made by Buyer in the event of Buyer default.

9) **Real Estate Taxes.** During the term of this Agreement, Buyer shall be responsible for the payment of City of DuBois property taxes, Clearfield County property taxes and DuBois Area School Board taxes. Buyer shall provide proof to Seller that taxes have been paid within ten (10) days of the date said taxes are due at "face".

10) **Assessments.** During the term of this Agreement, Buyer shall pay to Seller all municipal assessments made and levied against the subject property. Upon Buyer's payment to Seller, Seller shall pay said municipal assessments.

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 except that Seller represents Seller has a mortgage encumbering the real property.

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 deed on the closing date in favor of Buyer that 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.

17) **Quit Claim Deed.** Buyer 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 in the event of default by Buyer.

18) **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.

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

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

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

20) **Seller's Default.** In the event Buyer has made all payments required by Buyer under the terms of this Agreement, and Seller has failed to pay the real estate taxes due or failed to keep Seller's mortgage current, Buyer may pay same directly and set off the aforesaid payments from the amounts due Seller.

21) **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.

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

23) **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.

24) **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.

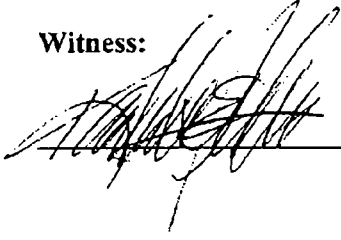
25) **Assignment.** This Agreement is not assignable by the Buyers without the express written consent of the Sellers.

26) **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.

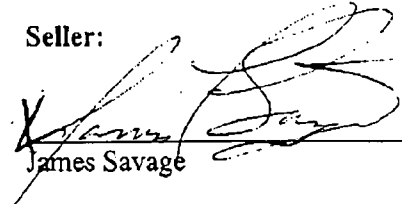
27) **Smoke Test.** At the time the title to the property is transferred, if the municipality requires the storm water and sanitary sewer lines to be tested for infiltration of storm water into the sewer system. Seller shall be responsible for obtaining the test and shall make any remedial repairs to the aforesaid systems.

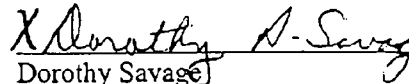
IN WITNESS WHEREOF, the parties hereunto set their hands and seals, the day and year first above-written.

Witness:

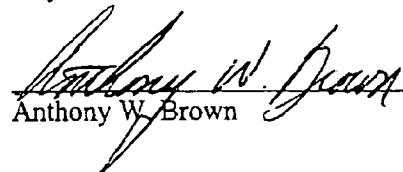


Seller:


James Savage {Seal}


Dorothy Savage {Seal}

Buyer:


Anthony W. Brown {Seal}

State of Ohio

)

:SS:

County-of FRANKLIN

)

On this, the 11th

My Comm

My Commission Expires:

Notary Public

Commonwealth of Pennsylvania

)

:SS:

1

On this, the 25th

[Signature]

My Commission Expires:

Debra J. Thompson
Notary Public

NOTARIAL SEAL
Robina J. Thompson, Notary Public
DuBois, Clearfield County
My Commission Expires April 3, 2004

EXHIBIT "A"

SALE PRICE	\$ 33,000.00
DOWN PAYMENT	\$ 5,000.00
AMOUNT FINANCED	\$ 28,000.00
INTEREST RATE	7 1/2%
AMORTIZATION SCHEDULE	15 Years
MONTHLY AMORTIZED INTEREST AND PRINCIPAL PAYMENT	\$ 259.57
FIRST PAYMENT DATE	August 10, 2002

House and Lot (Tax Parcel No. 020-000-06-340, Deed Book 1621, page 301)	\$30,000.00
Garage (Tax Parcel No. 020-000-06-341, Deed book 1612, page 223)	<u>\$ 3,000.00</u>
	\$33,000.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

Type of Action:
Civil

Type of Pleading:
Complaint

Filed on Behalf of:
Plaintiffs

Counsel of Record for this
Party:

Brian K. Marshall, Esquire
Supreme Court I.D. 87331

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

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

JAN 02 2004

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

Exhibit "B"

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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COMPLAINT

AND NOW, come the Plaintiffs, James and Dorothy Savage, by and through their attorney, the Law Offices of Richard H. Milgrub, by Brian K. Marshall, Esquire, who file the following Complaint for Confession of Judgment for Money and Complaint for Confession of Judgment for Possession of Real Property, and in support thereof aver as follows:

COUNT I - CONFESSION OF JUDGMENT FOR MONEY

1. Plaintiffs, James Savage and Dorothy Savage, are adult individuals and citizens of the Commonwealth of Pennsylvania currently residing at 1065 Crabapple Drive, State College, Pennsylvania, 16801.

2. Defendant, Anthony W. Brown, is an adult individual and citizen of the Commonwealth of Pennsylvania currently residing at 120 Quarry Avenue, DuBois, Pennsylvania, 15801.

3. Attached hereto and marked Exhibit "A" is a true and correct copy of the original instrument authorizing confession duly executed by Defendant.

4. The attached instrument has not been assigned.

5. Judgment has not been entered in any jurisdiction on the attached instrument authorizing confession.

6. Contrary to the terms and provisions of the written instrument, Defendant failed to make his mortgage payments of \$259.56 on September 10, 2003, October 10, 2003, November 10, 2003, and December 10, 2003, and failed to pay property taxes in the amount of \$812.76 for 2002, and an additional \$1,203.21 in 2003, and failed to pay insurance premiums in the amount of \$581.38, all of which constitutes a default under the instrument, and Plaintiffs exercise their option to declare the entire balance of the instrument immediately due and payable.

7. Consequently, the Defendant is liable to the Plaintiffs as follows:

Unpaid balance of the instrument: \$26,949.65

Property taxes due: \$2,015.97

Insurance premiums due: \$581.38

Attorney collection fee: \$1,650.00

TOTAL: \$31,197.00

8. This judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.

9. Defendant, Anthony W. Brown, was placed on notice of his default by a letter dated December 1, 2003, a copy of which is attached hereto as Exhibit "B"; receipt of which was acknowledged by the Defendant, Anthony W. Brown, by his signature

on the United States Postal Service Form 3811, a copy of which is attached to Exhibit "B".

WHEREFORE, Plaintiffs demand judgment in the sum of \$31,197.00 as authorized by the warrant of attorney appearing in the attached instrument.


COUNT II - CONFESSION OF JUDGEMENT
FOR POSSESSION OF REAL PROPERTY

10. Paragraphs 1 through 9 are incorporated herein by reference as though set forth in full.

11. The property subject to this action is more particularly described as 120 Quarry Avenue, DuBois, Pennsylvania, 15801, and is more particularly described in the Plaintiffs' deeds, a true and correct copy of which are attached hereto, marked Exhibit "C", and incorporated herein by reference.

12. This judgment is not being entered against the natural person in connection with a residential lease.

WHEREFORE, Your Plaintiffs demand judgment in ejectment as authorized by the installment land contract.

By 
Brian K. Marshall, Esquire

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

VERIFICATION

I, Brian K. Marshall, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

I am authorized to make this verification on behalf of the Plaintiffs because of my position as counsel of record.



Brian K. Marshall, Esquire

Dated: 1/2/04

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

CONFESSION OF JUDGMENT

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

Principal Sum: \$26,949.65

Other Authorized Items:

Property taxes: \$2,115.07

Insurance premiums: \$581.38

Attorneys Fees \$1,650.00

TOTAL: \$31,197.00




Brian K. Marshall, Esquire
Attorney for Plaintiffs

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

JAN 02 2004

Attest.


Prothonotary/
Clerk of Courts

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-


ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

CONFESSION OF JUDGMENT

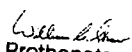
Pursuant to the authority contained in the warrant of attorney, the original, or a copy of which is attached to the Complaint filed in this action, I appear for the Defendant and confess judgment and ejectment in favor of the Plaintiffs and against Defendant for possession of the real property described as follows: 120 Quarry Avenue, DuBois, Pennsylvania, 15801.


Brian K. Marshall
Attorney for Plaintiffs

I hereby certify this to be a true
and attested copy of the original
statement

JAN 02 2004

Attest.


Prothonotary/
Clerk of Courts

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

In The Court of Common Pleas of Clearfield County, Pennsylvania

SAVAGE, JAMES & DOROTHY

VS.

BROWN, ANTHONY W.

Sheriff Docket # 15274

04-9-CD

COMPLAINT

SHERIFF RETURNS

NOW MARCH 12, 2004 AT 10:46 AM SERVED THE WITHIN COMPLAINT ON ANTHONY W. BROWN, DEFENDANT AT RESIDENCE, 120 QUARRY AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANTHONY W. BROWN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
32.62	SHERIFF HAWKINS PAID BY: ATTY CK# 22687
10.00	SURCHARGE PAID BY: ATTY CK# 22688

Sworn to Before Me This

5th Day Of May 2004

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED

013316A
MAY 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

Exhibit "C"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

Type of Pleading:
Praecipe for Writ of Possession
Upon a Confessed Judgment

Filed on Behalf of:
Plaintiffs

Counsel of Record for this
Party:

Brian K. Marshall, Esquire
Supreme Court I.D. 87331

211 North Second Street
Clearfield, PA 16830
(814) 765-1717

FILED

APR 20 2004

William A. Shaw
Prothonotary

THE LAW OFFICES OF
RICHARD H. MILGRUB
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
19 NORTH BRADY STREET
DUBOIS, PA 15801

Exhibit "D"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

PRAECIPE FOR WRIT OF POSSESSION UPON A CONFESSED JUDGMENT

TO THE PROTHONOTARY:

Issue a Writ of Possession upon the judgment and
ejectment entered by confession in the above matter.

Certification

I certify that:

1. This Praecipe is based upon a judgment entered by
confession, and notice pursuant to Rule 2973.2 has been served at
least thirty days prior to the filing of this Praecipe as
evidence by a return of service filed of record.



Brian K. Marshall, Esquire
Attorney for James & Dorothy
Savage

Dated: 4/19/04

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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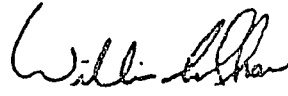
No. 2004-09-CD

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 James Savage and Dorothy Savage: 120 Quarry Avenue, DuBois, Clearfield County, Pennsylvania.



William A. Shaw, Prothonotary

Dated: 04/20/04

THE LAW OFFICES OF
CHARLES H. MILGRUB
100 NORTH SECOND STREET
CLEARFIELD, PA 16830

—
NORTH BRADY STREET
DUBOIS, PA 15801

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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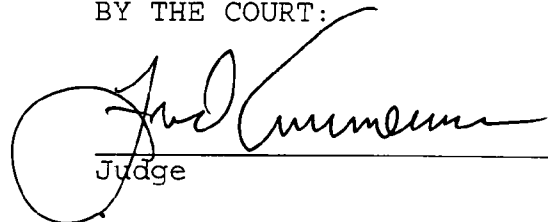
No. 2004-09-CD

ORDER

AND NOW, this 6th day of May, 2004, upon the Petition for Judicial Authorization to Photograph Premises, it is hereby the Order of this Court that Brian K. Marshall, Esquire, counsel for the Petitioners, shall have full access to all areas of the premises at 120 Quarry Avenue, DuBois, Clearfield County, Pennsylvania for the purposes of photographing the same and documenting its condition.

Any member of the Clearfield County Sheriff's Department who is present at the time Attorney Marshall attempts to photograph the premises is directed to provide Attorney Marshall with any reasonable assistance needed in order to carry out the directives of this Order.

BY THE COURT:


Judge

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

FILED

MAY 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15538
NO: 04-09-CD

PLAINTIFF: SAVAGE, JAMES
vs.
DEFENDANT: BROWN, ANTHONY W.

WRIT OF EXECUTION POSSESSION

SHERIFF RETURN

DATE RECEIVED WRIT: 04/20/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO AND AMOUNT

SOLD TOTAL AMOUNT PLUS COSTS

WRIT RETURNED 03/02/2006

SERVICES

05/07/2004 @ 11:45 AM SERVED ANTHONY W. BROWN

SERVED ANTHONY W. BROWN, DEFENDANT, BY POSTING THE WRIT OF POSSESSION ON THE FRONT DOOR OF THE RESIDENCE PER ATTORNEY INSTRUCTION.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

FILED
213:57/01
MAR 02 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15538
NO: 04-09-CD

PLAINTIFF: SAVAGE, JAMES
vs.
DEFENDANT: BROWN, ANTHONY W.


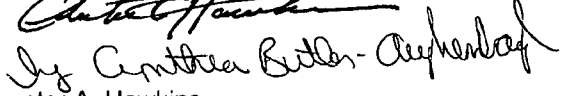
WRIT OF EXECUTION POSSESSION

SHERIFF RETURN

SHERIFF HAWKINS \$32.62

SURCHARGE \$10.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

-vs-

ANTHONY W. BROWN,
Defendant

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No. 2004-09-CD

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 James Savage and Dorothy Savage: 120
Quarry Avenue, DuBois, Clearfield County, Pennsylvania.



William A. Shaw, Prothonotary

Dated: 04/20/04

Received April 20, 2004 @ 3:00 P.M.

Charles A. Hanks

By Cynthia Butler-Deffenbach

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830

109 NORTH BRADY STREET
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA
CIVIL DIVISION

JAMES SAVAGE and DOROTHY
SAVAGE, husband and wife,
Plaintiffs

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-vs-

No. 2004-09-CD

ANTHONY W. BROWN,
Defendant

RULE 2967 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

Street Address

City, State

Telephone Number

THE LAW OFFICES OF
RICHARD H. MILGRUB
211 NORTH SECOND STREET
CLEARFIELD, PA 16830
—
109 NORTH BRADY STREET
DUBOIS, PA 15801

Dated: _____

Defendant(s)