

05-1612-CD
Barbara Jena vs Edward Smolko et al

Barbara A. Jena vs. Edward Smolko et al
2005-1612-CD

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

BARBARA A. JENA,
Plaintiff,

v.

No. 05- 1612 -CD

EDWARD SMOLKO and
BRENDA J. SMOLKO,
husband and wife,
Defendants.

CASE NUMBER: 05- -CD

TYPE OF PLEADING: COMPLAINT

FILED ON BEHALF OF: Plaintiff

COUNSEL FOR RECORD FOR THIS PARTY: R. Denning Gearhart, Esquire
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

FILED 3CC
03-41801 Atty Gearhart
OCT 18 2005 A4ypd.
85.00
William A. Shaw
Prothonotary/Clerk of Courts

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

BARBARA A. JENA,
Plaintiff,

v.

No. 05- -CD

EDWARD SMOLKO and
BRENDA J. SMOLKO,
husband and wife,
Defendants.

NOTICE TO DEFEND

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

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

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

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

BARBARA A. JENA,
Plaintiff,

v.

... : No. 05- 1612 -CD

EDWARD SMOLKO and
BRENDA J. SMOLKO,
husband and wife,
Defendants.

RULE RETURNABLE

AND NOW, this 21st day of October, 2005, upon consideration of the attached Complaint for Equitable Relief, Count I of which asks for specific performance, a Rule is hereby issued upon EDWARD SMOLKO, BRENDA J. SMOLKO, JUSTIN P. SMOLKO and JOSEPH SMOLKO, to show cause why they should not be ordered to cease:

- a. generally harassing the Plaintiff;
- b. conducting inspections of the subject premises;
- c. access to shed; and
- d. provide the Plaintiff with the necessary tax statements.

Rule Returnable the 21st day of November, 2005, for filing written response.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

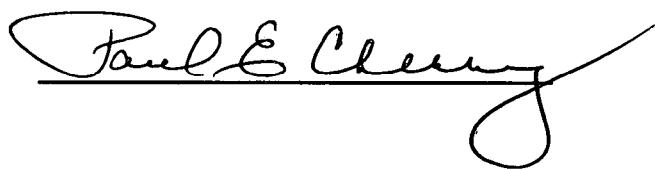
FILED 3cc
014.0036 Atty Gearhart
OCT 24 2005

William A. Shaw
Prothonotary/Clerk of Courts

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
230 East Market Street
Clearfield, PA 16830
814-765-2641

By the Court,

A handwritten signature in black ink, appearing to read "Paul E. Cherry", is written over a diagonal line. The signature is fluid and cursive, with a large loop on the right side.

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

BARBARA A. JENA,
Plaintiff,

v.

No. 05- -CD

EDWARD SMOLKO and
BRENDA J. SMOLKO,
husband and wife,
Defendants.

COMPLAINT

AND NOW, comes the Plaintiff, BARBARA A. JENA, by and through her attorney, R. Denning Gearhart, files this Complaint and avers as follows:

1. That the Plaintiff, BARBARA A. JENA, is an adult individual who is presently residing at 606 Elizabeth Street, Coalport, Clearfield County, Pennsylvania, 16627.
2. That the Defendants, EDWARD SMOLKO and BRENDA J. SMOLKO, are husband and wife who are presently residing at 214 Church Street, Hustontown, Fulton County, Pennsylvania, 17229.
3. That on June 5, 2004, the Plaintiff and the Defendants, Edward and Brenda J. Smolko, entered into an Agreement of Sale allowing the Plaintiff to purchase from the Defendants, Edward and Brenda J. Smolko, a certain parcel of real estate located at 606 Elizabeth Street, Coalport, Clearfield County, Pennsylvania, more particularly described in said Agreement attached hereto as Exhibit "A", and incorporated herein.

4. That Shawn Webster, who was a party of the Agreement of June 5, 2004, signed his rights under the Agreement to the Plaintiff by Agreement dated July 25, 2005, and attached hereto as Exhibit "B", and incorporated herein.

5. That the Plaintiff has complied with all of the terms of the Agreement.

COUNT I – HARASSMENT/REQUEST FOR EQUITABLE RELIEF

6. Paragraphs 1 through 5 of Complaint are hereby incorporated and fully averred.

7. That on or about January 1, 2005, the Defendants, Edward and Barbara J. Smolko, did advise the Plaintiff's boyfriend at the time, (and a party to the Agreement) Shawn Webster, that he was to leave the premises by January 15, 2005, and as a result his ability to visit with the Plaintiff's minor daughter (who is also Shawn Webster's daughter) has been compromised.

8. That on or about May, 2005, the Defendant, Edward Smolko, asked the Plaintiff to pay the balance owed on the premises even though the agreed upon sale was not to be concluded until 2017.

9. That Plaintiff was unable to find financing at that time.

10. That on or about September 17, 2005, the Defendants, Edward and Brenda J. Smolko, came to the Plaintiff's home and demanded that she pay the entire amount owed immediately or to move out within sixty (60) days.

11. That on or about September 19, 2005, Defendant, Edward Smolko, advised the Plaintiff that he wanted to inspect the premises.

12. That on or about September 23, 2005, the Defendant, Edward Smolko, together with Defendants, Justin P. Smolko and Joseph Smolko, came to the

Plaintiff's house advising the Plaintiff that she was being "evicted" and must exit the premises by November 23, 2005 and attached hereto as Exhibit "C", and incorporated herein.

13. That Defendants, Edward Smolko, Justin P. Smolko and Joseph Smolko, then began to inspect the premises, at which time the Plaintiff asked them to remove their shoes but they refused to do so, and took pictures of the Plaintiff's personal belongings.

14. That Defendant, Edward Smolko, also advised the Plaintiff that he was going to shut off the cable service and advise the cable company that there was to be no cable installed on the premises.

15. That on or about September 24, 2005, the Defendant, Edward Smolko, told the Plaintiff's grandparents that they were not allowed to visit the premises.

16. That on or about September 25, 2005, Defendant, Edward Smolko, had threatened Plaintiff's present boyfriend with the charge of criminal trespass.

17. That on or about September 27, 2005, Defendant, Edward Smolko, advised that he would be inspecting the house every Saturday at 2:00pm.

18. That on or about September 27, 2005, Plaintiff hired Attorney Richard A. Bell to write a letter to Defendants, Edward Smolko and Brenda J. Smolko, a copy of which is attached hereto as Exhibit "D", and incorporated herein.

19. That on or about October 1, 2005, Defendant, Edward Smolko, advised the Plaintiff that "that letter didn't mean shit". Further, Defendant, Brenda J. Smolko, stated that she was "tired of hearing about this fucking agreement".

20. Further, Defendant, Edward Smolko, threatened Plaintiff.

21. That Plaintiff is responsible for all taxes after 2005, but the Defendants, Edward Smolko and Brenda J. Smolko, will not provide her with the tax statements.

22. Defendants refuse to allow the Plaintiff access to the shed that is on the property.

23. That Defendants' actions have rendered it impossible for the Plaintiff to enjoy her home which she is lawfully purchasing.

WHEREFORE, Plaintiff prays your Honorable Court to enter an Order prohibiting the Defendants from any further trespass onto the Plaintiff's property, to cease any further harassment of the Plaintiff, to give her access to the shed and any and all other areas of her property, and to provide her with the real estate tax statements.

COUNT II – BREACH OF CONTRACT/MONETARY RELIEF

24. Paragraphs 1 through 23 of Complaint are hereby incorporated and fully averred.

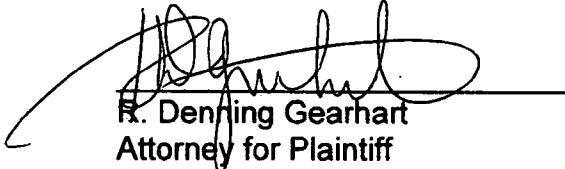
25. That the Plaintiff has had to pay Eight Hundred Ninety Seven & 35/100 (\$897.35) Dollars toward the 2004 real estate taxes that were to be the responsibility of the Defendants, Edward and Brenda J. Smolko, as evidence by copy of check attached hereto as Exhibit "E", and incorporated herein.

26. That because of the Defendants' actions, the Plaintiff was required to hire Richard A. Bell, Esquire and to pay him the sum of Sixty (\$60.00) Dollars, attached hereto as Exhibit "F", and incorporated herein.

27. That because of the Defendants' actions, Plaintiff was required to hire R. Denning Gearhart, Esquire, at a rate of One Hundred Twenty Five (\$125.00) Dollars per hour for the legal work to be done and is ongoing, and an affidavit of time records will be submitted at trial.

WHEREFORE, Plaintiff prays your Honorable Court to enter a judgment for the Plaintiff and against the Defendants in an amount to be determined at trial.

Respectfully submitted,



R. Denning Gearhart
Attorney for Plaintiff

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

Instrument Number - 200515182

Recorded On 9/19/2005 At 11:52:15 AM

* Instrument Type - SALE AGREEMENT

* Total Pages - 12

Invoice Number - 136255

* Mortgagor - SMOLKO, EDWARD

* Mortgagee - JENA, BARBARA ANN

* Customer - JENA, BARBARA ANN

***FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$27.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$42.50

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



Karen J. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTALLMENT LAND SALE CONTRACT

MADE this 5th day of June, 2004, by and between
EDWARD SMOLKO and BRENDA SMOLKO, his wife, both of 214 Church Street, P. O. Box
541, Hustontown, Pennsylvania 17729, hereinafter called "Sellers",

AND

BARBARA ANN JENA and SHAWN WEBSTER, both of 606 Elizabeth Street, Coalport,
Pennsylvania 16627, hereinafter called "Buyers."

W I T N E S S E T H:

WHEREAS, Sellers are the owners of certain real property situate in the Township of Beccaria, Clearfield County, Pennsylvania, as described in Clearfield County Deeds and Records Book 1355, Page 489, and as set forth in Exhibit "A" attached hereto, and;

WHEREAS, Sellers desire to sell said real property and Buyer desires to purchase said property.

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR, in hand paid, each party unto the other, and in consideration of the terms and conditions hereunder and with the intent to be legally bound hereby, the parties agree as follows:

1. **SALE.** The Sellers hereby sell to the Buyer and the Buyer hereby agrees to purchase from the Sellers under the terms and conditions set forth in this agreement, the real property containing a dwelling house and located in the Township of Beccaria, Clearfield County, Pennsylvania, and bounded and described in Exhibit "A" attached hereto.

2. **PURCHASE PRICE.** The purchase price for the above described real property shall be EIGHTY THOUSAND AND 00/100 (\$80,000.00) DOLLARS, to be paid by

Buyer to Sellers as follows:

ALL that certain piece, parcel or tract of land situate in the Township of Beccaria, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on the Eastern side of the Public Road leading from Smoke Run to Beccaria on line of land of S. C. Shoff; thence along the Eastern side of said Public Road North 21 degrees 30 minutes East Four Hundred (400') feet, more or less, to post on land of Metro Pollock; thence along line of land of Metro Pollock, in a Southeasterly direction Four Hundred (400') feet, more or less, to the right of way of the Pennsylvania Railroad; thence along said right of way in a Southwesterly direction, Four Hundred (400') feet, more or less, to post in line of land of S. C. Shoff; and thence along line of land of S. C. Shoff North 84 degrees 09 minutes West Four Hundred (400') feet to post, on the Eastern side of the Public Road aforesaid, the place of beginning; and containing three and six tenths (3.6) acres, more or less.

UNDER AND SUBJECT to all exceptions and reservations as are excepted and reserved in the title deed.

BEING the same premises as were granted and conveyed unto the Sellers herein by deed of Edward Smolko, dated July 27, 1990, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1355, Page 489, on July 31, 1990.

EXCEPTING AND RESERVING from the above captioned parcel, the premises as were conveyed to Anthony Flango, Jr., et al, by deed entered for record in Clearfield County Deed Book Volume 1445, Page 438.

ALSO EXCEPTING AND RESERVING from the above captioned parcel, a parcel of land fronting One Hundred Fifteen (115') feet on the Smoke Run side of the highway leading from Beccaria to Smoke Run, and said parcel being Two Hundred (200') feet deep. Said parcel being the subject of a lease with purchase agreement with Robert G. Reader.

(a) The entire balance of EIGHTY THOUSAND AND 00/100 (\$80,000.00) DOLLARS, shall be paid in one hundred forty-four (144) monthly installments of FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS and twelve (12) monthly payments of SIX HUNDRED SIXTY AND 00/100 (\$660.00) DOLLARS, beginning June 1, 2004, and succeeding installments to be paid on the same day and each month thereafter until May 1, 2017.

(b) Payments shall be made to Edward Smolko and Brenda Smolko at 214 Church Street, P. O. Box 541, Hustontown, Pennsylvania 17229, in person or by mail or to any other place or address designated in writing by Sellers to Buyer.

(c) Buyer shall have the right to pay off the entire principal amount due at any time during the term of this agreement and closing shall take place within twenty (20) days of payment of the entire unpaid principal.

3. **CLOSING.** Final settlement and delivery of deed shall take place within twenty (20) days of the payment of the total principal amount due. At such time, Sellers shall deliver a good Special Warranty deed to the real property subject of this agreement to Buyer. At closing, Sellers shall pay one-half ($\frac{1}{2}$) of the transfer tax and deed preparation costs. Buyer shall pay for the recording costs of the deed, one-half ($\frac{1}{2}$) of the transfer tax and all other closing costs. Real estate taxes at closing shall be the entire responsibility of Buyer since she will have possession of the real property. Closing shall take place at any place agreed to between the parties.

4. **GOOD TITLE.** The conveyance to Buyer at closing shall be of good and marketable title to the real property subject of this agreement, free and clear of all liens, judgments, encumbrances and other clouds on title.

5. **POSSESSION.** Possession of the premises shall be delivered to Buyer upon execution of this agreement.

6. **USE.** Until closing takes place, Buyer shall only use the real property subject of this agreement as a family dwelling and for no other purposes unless Sellers give written consent to another use.

7. **MAINTENANCE.** During the time Buyer is in possession of the real property subject of this Agreement and prior to closing, Buyer shall maintain the structures and real property in as good and reasonable condition as the said real property was at the time of her entering possession of the real property. Buyer shall not allow garbage and junk to accumulate on the premises and shall mow the grass on a regular basis.

Buyer shall be responsible to repair broken lights, windows, doors and make other repairs to maintain the property in the same condition.

Any alterations or improvements or other fixtures placed on the property by Buyer shall remain with the property if the Buyer fails to complete closing under this agreement and leaves the premises.

Sellers warrant that there are no mechanic's or materialmen's liens against said premises and Sellers do covenant and agree to indemnify and save harmless Buyer from any mechanic's or materialmen's liens for work done or materials delivered to the premises.

If Buyer shall make any repairs, alterations or improvements as required or permitted above, then Buyer shall indemnify and save harmless Sellers from any mechanic's or materialmen's liens for work done or materials delivered to the premises.

8. **TAXES AND UTILITIES.** Sellers agree to pay all 2004 real estate taxes in the nature of County and Township taxes. Buyer agrees to pay and shall be responsible to pay the School taxes issued for the year 2004 and all County, Township and School taxes for all subsequent years. If Buyer shall fail to pay the

above taxes when due, then Sellers may pay the said taxes and add the amount to the unpaid principal amount due under this agreement.

Buyer shall be responsible to pay all municipal assessments to the property from the date Buyer enters into possession of the property subject of this agreement. Sellers agree that they shall forward a copy of any real property taxes to the Buyer at her address within ten (10) days of the receipt of the tax statements for the years 2004 and subsequent years.

Sellers agree to pay, save harmless and indemnify Buyer for any utility bills prior to the Buyer taking possession of the property. Buyer shall be responsible to pay all utility bills from the date she takes possession, including, but not limited to, electric, telephone, water sewage and gas and to save harmless Sellers from said utility bills for which she is responsible.

9. **INSURANCE.** Buyer shall maintain homeowners and fire insurance on the dwelling structure while she is in possession of the premises in an amount of at least EIGHTY THOUSAND AND 00/100 (\$80,000.00) DOLLARS. Since the premises will still be owned by Sellers until closing, Sellers agree to execute any documents or papers necessary for Buyer to maintain such insurance, however, Buyer agrees to pay any premiums of such insurance. Buyer shall furnish to Sellers a certificate of insurance naming Sellers as co-insured, as their interests may appear.

Buyer may choose any reputable insurance company that can conduct business in the Commonwealth of Pennsylvania when obtaining the insurance under this paragraph.

If the dwelling house on the premises is damaged by fire or other manner prior to closing, but the premises can still be lived in, then the insurance proceeds received shall be used to repair the dwelling house in the same or similar condition as agreed to between the parties. In such case, if any insurance proceeds remain, they shall be kept by Buyer.

If the dwelling house on the real property is destroyed by fire or other manner such that the dwelling house is unlivable for an extended period of time or is totally destroyed, then the parties agree that such condition, upon receipt of insurance proceeds sufficient to pay off to Sellers the balance of the purchase price, shall result in closing taking place under paragraph 3 of this agreement within thirty (30) days of receipt of said insurance proceeds. All insurance proceeds over and above the balance of the purchase price due shall be monies retained by Buyer.

10. **INDEMNIFICATION.** Buyer covenants and agrees to protect, exonerate, defend, indemnify and save harmless Sellers from and against any and all costs or liabilities which may arise out of Buyer's possession of the property subject of this agreement, and from and against any and all loss, damage, cost, expense or liability based upon personal injury, death, loss or damage to property suffered or incurred by any person, firm or corporation (including the parties hereto) and arising out of or attributable to the present condition, use, operation or maintenance of said property.

Buyer further agrees that she shall maintain and pay the premium for a liability policy covering the property subject of this agreement in the minimum amount of FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS, naming Sellers as co-insured. Buyer shall furnish to Sellers a certificate of insurance or other proof of such insurance coverage on a yearly basis. Buyer may choose any reputable insurance company that can conduct business in the Commonwealth of Pennsylvania when obtaining the insurance under this paragraph.

11. **BREACH BY THE PARTIES.** In the event Buyer shall default in the payment of the sums covenanted herein to be paid, for a period of sixty (60) days, Sellers, notwithstanding any action or remedy they may have at law or in equity, shall be

entitled to retain the sums paid as rental for the use and occupancy of the premises when Sellers retain possession of the property.

In addition to other remedies available to Sellers, it is further understood and agreed that in case of default of payment of any sum of principal or taxes herein agreed to be paid for the period of sixty (60) days after the same shall become due and payable by the terms hereof, that, then and in that event, the whole of said principal sum shall, at the option of the said Sellers, forthwith become due and payable, anything hereinbefore contained to the contrary thereof notwithstanding. And in such case of default, the said Buyer hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere to appear for them and confess a judgment for the whole principal sum remaining unpaid hereon, with fifteen (15%) per cent attorney's commission or fees; and in the event Sellers should at their option, elect instead to enter into possession of said premises, the said Buyer, in case of default as aforesaid, further authorize and empower any attorney of any court of record to appear and confess judgment against them in an amicable action of ejectment for said premises, and authorize the immediate issuing, without asking leave of court, of a writ of possession, with clause for the amount of said judgment and costs with a minimum attorney's commission of TWO HUNDRED AND 00/100 (\$200.00) DOLLARS, of fifteen (15%) per cent of the balance due under this agreement, in each case waiving the benefit of any law exempting property from levy and sale, waiving the right of inquisitions if levy is made on land and consenting to condemnation thereof with liberty to sell same without stay of execution and with release of all errors.

In the event of default by Sellers, Buyer shall have all remedies in law or equity available to her.

12. **NOTICES.** After execution of this agreement, each party shall provide the other party written notice of any new address. Any notice given or payments made under this agreement shall be to the addresses provided. If any of the parties should subsequently change address, then written notice shall be provided to the other party of the new address.

13. **PENNSYLVANIA LAW TO APPLY.** This agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

14. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. **PRIOR AGREEMENTS.** This agreement shall supersede any prior written or oral agreements between the parties hereto on the terms covered under this agreement.

16. **TIME OF ESSENCE.** Time is of the essence of this agreement.

17. **GENDER.** Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the content requires otherwise.

18. **INSPECTION.** Sellers shall have the right to inspect the real property subject of this agreement prior to closing taking place upon notifying the Buyer during reasonable hours of the day.

19. **BINDING EFFECT.** This agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns.

20. **ASSIGNMENT.** The rights and duties of this agreement may not be assigned without written consent of the other party hereto.

21. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no effect whatsoever in determining the rights or obligations of the parties.

22. OTHER TERMS AND CONDITIONS: The premises herein described share a common septic system and well-water supply system with a mobile home currently situate on the premises.

The mobile home owned by Sellers herein is being sold to Robert G. Reader, P. O. Box 301, Houtzdale, Pennsylvania, under an agreement of sale. The mobile home address is 572 Elizabeth Street, Coalport, Pennsylvania 16627.

The mobile home is situate on a parcel of land on the Smolko property. Said parcel of land measures approximately One Hundred Fifteen (115') feet along the public road leading from Beccaria to Smoke Run and is Two Hundred (200') feet deep. Said parcel of land is the subject of a ninety-nine (99) year lease with Robert G. Reader, with the stipulation that said parcel of land can be transferred to Robert G. Reader upon payment in full of the amount due and the recordation of an approved subdivision plan in Clearfield County, Pennsylvania.

During the term of the lease with Robert G. Reader, or the subsequent transfer of said parcel to Robert G. Reader, Robert G. Reader shall share the cost of the septic system, and the well-water supply system with Buyer.

Robert G. Reader shall be liable for one-half ($\frac{1}{2}$) of the cost of any required repairs to the septic system and/or the well-water supply system. The right to use such system shall terminate when the mobile home of Robert G. Reader is connected to a public sewer system and/or public water supply system.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hands and seals on the date first above written.

WITNESS:

Ronald E. Juba
as to all

SELLERS:

Edward Smolko (SEAL)
Edward Smolko

Brenda Smolko (SEAL)
Brenda Smolko

BUYER:

Barbara Ann Jena (SEAL)
Barbara Ann Jena

Shawn Webster (SEAL)
Shawn Webster

COMMONWEALTH OF PENNSYLVANIA:

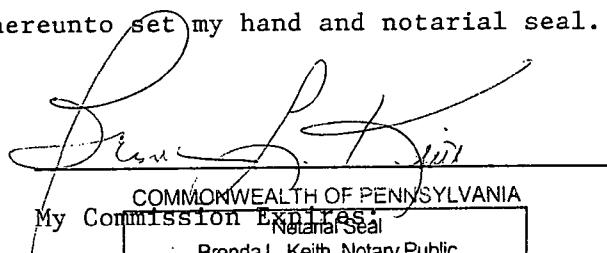
: §

COUNTY OF CLEARFIELD

:

On this, the 5th day of June, 2005, before me, a Notary Public, the undersigned officer, personally appeared EDWARD SMOLKO and BRENDA SMOLKO, 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 notarial seal.



COMMONWEALTH OF PENNSYLVANIA
My Commission Expires: Notarial Seal
Brenda L. Keith, Notary Public
Woodward Twp., Clearfield County
My Commission Expires Aug. 16, 2008

Member, Pennsylvania Association Of Notaries

COMMONWEALTH OF PENNSYLVANIA:

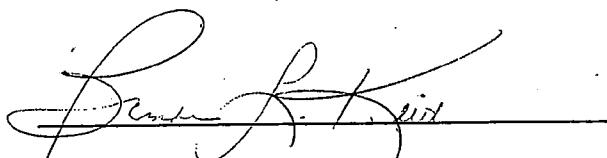
: §

COUNTY OF CLEARFIELD

:

On this, the 5th day of June, 2005, before me, a Notary Public, the undersigned officer, personally appeared BARBARA ANN JENA and SHAWN WEBSTER, 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 notarial seal.



My Commission Expires:
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Brenda L. Keith, Notary Public
Woodward Twp., Clearfield County
My Commission Expires Aug. 16, 2008

Member, Pennsylvania Association Of Notaries

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

Instrument Number - 200515183
Recorded On 9/19/2005 At 11:52:16 AM
*Instrument Type - AGREEMENT
*Total Pages - 5
Invoice Number - 136255
*Mortgagor - WEBSTER, SHAWN
*Mortgagee - JENA, BARBARA ANN
*Customer - JENA, BARBARA ANN

BARBARA ANN JENA
606 ELIZABETH STREET
COALPORT, PA 16627

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$18.50

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



Karen J. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

EXHIBIT "B"

(a)

AGREEMENT

This Agreement made the 29 day of July, 2005, by and between SHAWN WEBSTER, a/k/a SHAWN THOMAS WEBSTER, Single of 1286 Pardee Road, Morrisdale, Clearfield County, Pennsylvania 16858 hereinafter called "WEBSTER",

A

N

D

BARBARA ANN JENA, Single, of 606 Elizabeth Street, Coalport, Clearfield County, Pennsylvania 16627 hereinafter called "JENA"

WHEREAS. the parties entered into a Installment Land Sale Contract with Edward Smolko and Brenda Smolko in which Mr. and Mrs. Smolko were selling to them a tract of land in Beccaria Township, Clearfield County, Pennsylvania, on an Installment Land Sale Contract. The land which was the subject of the Installment Land Sale Contract is described and set forth on Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, Webster is no longer interested in being a party to the Installment Land Sale Contract and desires to transfer any interest he has in it to Jena.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and the covenants hereinafter set forth, Webster hereby transfers, releases and quitclaims to Jena all of his right, title and interest which he may have in the Installment Land Sale

ALL that certain piece, parcel or tract of land situate in the Township of Beccaria, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on the Eastern side of the Public Road leading from Smoke Run to Beccaria on line of land S.C. Shoff; thence along the Eastern side of said Public Road North 21 degrees 30 minutes East Four Hundred (400') feet, more or less, to post on land of Metro Pollock; thence along line of land of Metro Pollock, in a Southeasterly direction Four Hundred (400') feet, more or less, to the right of way of the Pennsylvania Railroad; thence along said right of way in a Southwesterly direction, Four Hundred (400') feet, more or less, to post in line of land of S. C. Shoff; and thence along line of land of S. C. Shoff North 84 degrees 09 minutes West Four Hundred (400') feet to post, on the Eastern side of the Public Road aforesaid, the place of beginning; and containing three and six tenths (3.6) acres, more or less.

UNDER AND SUBJECT to all exceptions and reservations as are excepted and reserved in the title deed.

BEING the same premises as were granted and conveyed onto Edward Smolko and Brenda Smolko by Deed of Edward Smolko dated July 27, 1990, and recorded in the Office of the Recorder of Deed of Clearfield County, Pennsylvania in Deeds and Records Volume 1355 at Page 489 on July 31, 1990.

Also being the same premises that were the subject of an Installment Land Sale Contract dated June 5, 2004, in which Edward Smolko and Brenda Smolko were the Sellers and Barbara Ann Jena and Shawn Webster were the Buyers. Shawn Webster also known as Shawn Thomas Webster no longer is interested in buying the subject property. The purpose of this Quitclaim Deed is to convey from Shawn Thomas Webster to Barbara Ann Jena any interest which he may have in the property and any interest which he may have in the Installment Land Sale Contract, or which he may have acquired in the Installment Land Sale Contract. It is the intent of this Quitclaim Deed that Shawn Thomas Webster shall no longer have any interest of any kind in the subject property and that all interest acquired by the Installment Land Sale Contract shall belong to Barbara Ann Jena.

EXCEPTING AND RESERVING from the above captioned parcel, the premises as were conveyed to Anthony Flango, Jr., et al by deed entered for record in Clearfield County Deed Book Volume 1445, Page 438.

ALSO EXCEPTING AND RESERVING from the above captioned parcel, a parcel of land fronting One Hundred Fifteen (115') feet on the Smoke Run side of the highway leading from Beccaria to Smoke Run, and said parcel being Two Hundred (200') feet deep. Said parcel being the subject of a lease with purchase agreement with Robert G. Reader.

EXHIBIT "A"

Contract and the tract of land which is the subject of said contract. It is understood that after the execution of this transfer agreement Webster shall no longer have any interest as a Buyer in the Installment Land Sale Contract or any interest in the property described. Jena shall be the sole Buyer in the Installment Land Sale Contract and entitled to all of the rights set forth therein.

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

WITNESS:

Jena Ann Jena
Seth Thomas Jena

Shawn Webster (SEAL)
SHAWN WEBSTER, a/k/a
Shawn Thomas Webster (SEAL)
SHAWN THOMAS WEBSTER
Barbara Ann Jena (SEAL)
BARBARA ANN JENA

COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF CLEARFIELD :

On this, the 29 day of July, 2005, before me, the undersigned officer, personally appeared SHAWN WEBSTER, a/k/a SHAWN THOMAS WEBSTER, Single and known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Indenture and acknowledged that he has executed the same for the purposes therein contained.

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



COMMONWEALTH OF PENNSYLVANIA:

: SS.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Vickie Lee Van Hoesen, Notary Public
Beccaria Twp., Clearfield County
My Commission Expires July 27, 2008

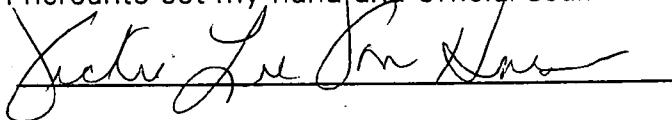
Member, Pennsylvania Association Of Notaries



COUNTY OF CLEARFIELD :

On this, the 29 day of July, 2005, before me, the undersigned officer, personally appeared BARBARA ANN JENA, Single known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Indenture and acknowledged that she has executed the same for the purposes therein contained.

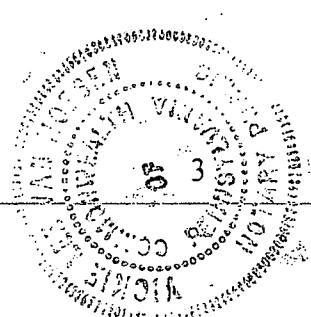
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Vickie Lee Van Hoesen, Notary Public
Beccaria Twp., Clearfield County
My Commission Expires July 27, 2008

Member, Pennsylvania Association Of Notaries



NOTICE

SUBJECT: **BARBARA JENA**
HOME: 606 ELIZABETH STREET
COALPORT, PENNSYLVANIA 16627

AS OF THIS DATE - SEPTEMBER 23, 2005 YOU ARE BEING NOTIFIED TO
VACATE THE PREMISES AS NOTED ABOVE NO LATER THAN
NOVEMBER 23, 2005.

YOU ARE REQUIRED TO LEAVE THE PREMISES IN A GOOD STATE OF REPAIR
AND IN A CLEAN CONDITION.

YOU ARE NOT PERMITTED TO REMOVE ANYTHING UNDER PENALTY OF LAW
THAT IS OR WAS PART OF THE PERMANENT STRUCTURE OR DWELLING PRE-
VIOUS TO YOUR ACQUIRING TENANCY IN SAID PREMISES.

YOU WILL BE HELD FINANCIALLY ACCOUNTABLE FOR ANY DAMAGE AND/OR
STRUCTURAL INADEQUACIES.

X Edward Smolko

X Brenda J. Smolko

PROPERTY OWNERS
SEPTEMBER 23, 2005

214 CHURCH STREET
HUSTONTOWN PA 17229

WITNESS TO SERVE:

Brenda J. Smolko
Signature of Witness

9-23-05
5:45 PM

Law Office
BELL, SILBERBLATT & WOOD
318 E. Locust Street
P.O. Box 670
Clearfield, PA 16830-0670
e-mail: bslaw@pennswoods.net
Writer's direct e-mail: rbell@pennswoods.net

RICHARD A. BELL
ANN B. WOOD

(814) 765-5537
FAX (814) 765-9730
OF COUNSEL:
DANIEL C. BELL

PAUL SILBERBLATT 1954-1985
F. CORTEZ BELL, JR. 1954-2002

September 28, 2005

RE: BARBARA ANN JENA

Mr. and Mrs. Edward Smolko
214 Church Street
P.O. Box 541
Hustontown, PA 17729

Dear Mr. and Mrs. Smolko:

Please be advised that I represent Barbara Ann Jena who is purchasing a property from you located in Beccaria Township, Clearfield County, Pennsylvania under an Agreement Of Sale dated June 5, 2004.

Barbara Jena informs me that you have served some form of eviction notice on her. You are bound by the terms of the Agreement Of Sale, and have no right to evict her unless she has breached this agreement. Barbara informs me that she has kept all of her payments up-to-date, and has complied with the agreement. The agreement initially provided for her to provide the insurance on the property, but by a separate paper signed by both of you, and Barbara Jena, you agreed to maintain the insurance on the property itself, while she kept insurance on the personal property. I cannot see where she has breached this agreement in anyway, and if you believe that she has, please inform me specifically what she has done to breach the agreement. Any attempts on your part to evict her will be resisted.

In addition to the eviction notice, she has also informed me that you have told her grandparents they have no right to be on the property, and you have told her fiancé that he has no right to be on the property. This is not correct, and is not within any rights that you have under the Agreement Of Sale. So long as Barbara has complied with the Agreement Of Sale, and is not in violation of it, she can treat the property as

September 28, 2005

Page 2

RE: BARBARA ANN JENA

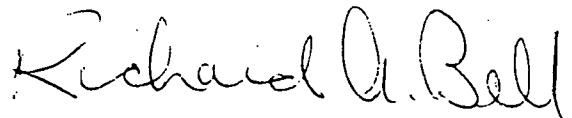
Mr. and Mrs. Edward Smolko

her home, subject to the agreement, and can invite whoever she wants into the property so long as there isn't any harm to your property. Barbara also tells me that you are insisting that you will inspect the property on a weekly basis at a set time on Saturday afternoon. While you do have the right of inspection it is not spelled out in the agreement, and therefore would be subject to a reasonableness. Inspecting the property every week, and expecting her to be home at a certain time every Saturday afternoon to admit you for that inspection is certainly not reasonable.

It certainly looks to me like your conduct in seeking to evict her, your conduct toward her grandparents and her fiance, and your conduct as far as inspection is concerned sounds like harassment. Please discontinue these actions, and live up to the terms of the Agreement Of Sale which you have signed.

Very truly yours,

BELL, SILBERBLATT & WOOD
BY



Richard A. Bell

RAB/sai

CC: Barbara Ann Jena


BARBARA A. JENA
 LIC 25172735
 606 ELIZABETH STREET PH. 814-378-4886
 COALPORT, PA 16627


 60-1676/313
 9903556


1724
date 2-9-05

Tax Claim Bureau \$ 897.35
 Pay to the order of
 Eight hundred ninety-seven & 35/100 dollars

CSB
 BANK
 CURWENSVILLE OFFICE CURWENSVILLE, PA 16833
 memo 2004 taxes

I'd rather be racing
 Barbara Jena

00313167630 99 0355-611 17245 0000089735

NASCAR UNITED CHECK EXCHANGER

02-10-05 (01-001-01650) Acct # 9903556 Serial # 1724 \$897.35

ENTER IMAGE HERE

CLEARFIELD CO. TAX CLAIM BUREAU
 FOR DEPOSIT TO ACCOUNT 131916.
 COUNTY NATIONAL BANK
 1031305278
 PH:1-620-432-3241

0100101650 001
 >>031316763<< CS

1031305278
 1031305278
 1031305278

02-10-05 (01-001-01650) Acct # 9903556 Serial # 1724 \$897.35

(6)

Item Count: 1 Amount Total: \$897.35

EXHIBIT "E"

Law Office
BELL, SILBERBLATT & WOOD
318 E. Locust Street
P.O. Box 670
Clearfield, PA 16830-0670
e-mail: bslaw@pennswoods.net
Writer's direct e-mail: rbell@pennswoods.net

RICHARD A. BELL
ANN B. WOOD

(814) 765-5537
FAX (814) 765-9730
OF COUNSEL:
DANIEL C. BELL

PAUL SILBERBLATT 1954-1985
F. CORTEZ BELL, JR. 1954-2002

September 28, 2005

RE: AGREEMENT OF SALE

Barbara Ann Jena
606 Elizabeth Street
Coalport, PA 16627

Telephone conference, review of Agreement Of Sale, and
letter to Mr. and Mrs. Smolko

ATTORNEYS FEES \$60.00

Paid cash in full 9-27-05

COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF CLEARFIELD

Before me, the undersigned officer, a Notary Public in and for the above named State and County, personally appeared BARBARA A. JENA, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Petition are true and correct to the best of her knowledge, information and belief.

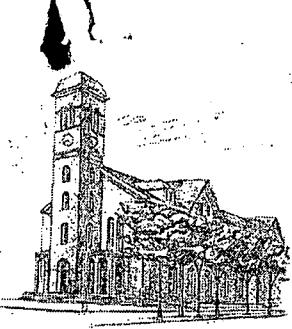
Barbara A. Jena
Barbara A. Jena

Sworn to and subscribed
before me, this 18th
day of October, 2005.

Shannon R. Wisor
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Shannon R. Wisor, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Aug. 25, 2007



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

BARBARA A. JENA, : No.: 05-1612-CD
Plaintiff : Type of Case: Civil
vs. : Type of Pleading:
EDWARD SMOLKO and : Answer, New Matter
BRENDA J. SMOLKO, : and Counterclaim
husband and wife, : Filed on Behalf of:
Defendants : Defendants
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

FILED
11/12/05
DEC 20 2005
No. 60
cc
60

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

BARBARA J. JENA, :
Plaintiff :
:
vs. : No. 05-1612-CD
:
EDWARD SMOLKO and :
BRENDA J. SMOLKO, :
husband and wife, :
Defendants :
:

NOTICE TO PLEAD

To: Barbara J. Jena

You are hereby notified to file a written response
to the enclosed New Matter and Counterclaim within twenty
(20) days from service hereof or a judgement may be
entered against you.


Girard Kasubick, Esq.
Attorney for Defendants
611 Brisbin Street
Houtzdale, PA 16651
(814) 378-7840

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

BARBARA J. JENA, :
Plaintiff :
:
vs. : No. 05-1612-CD
:
EDWARD SMOLKO and :
BRENDA J. SMOLKO, :
husband and wife, :
Defendants :

ANSWER TO COMPLAINT, NEW MATTER AND COUNTERCLAIM

AND NOW comes Edward Smolko and Brenda J. Smolko, his wife, by and through their attorney, Girard Kasubick, Esq., and files the following Answer, New Matter and Counterclaim;

1. Admitted.
2. Admitted.
3. Admitted in part and Denied in part. The body of the Installment Land Sale Contract, hereinafter referred to as "Contract", being pages 2 through 11 of Exhibit "A" are admitted to. Defendants were not aware of the recording or of the notarization of the Contract and proof thereof is demanded.

4. Admitted in part and Denied in part. It is admitted as to the Agreement between Plaintiff and Shawn Webster being Exhibit "B" and its recording. It is denied that this Agreement insofar as implied in the averment terminates any rights Defendants may have against Shawn Webster, since Defendants were not a party to that Agreement and it is not binding upon Defendants.

5. Denied for the reasons set forth in New Matter below which is incorporated herein by reference thereto and because Defendants are without knowledge, information, or belief on compliance with Exhibit "B" and Defendants do not know if Plaintiff is referring to Exhibit "A" or Exhibit "B" in this averment.

COUNT I - HARASSMENT/REQUEST FOR EQUITABLE RELIEF

6. The Answers to paragraph 1 through 5 are incorporated herein by reference thereto.

7. Admitted in part and Denied in part. On or about December 18, 2004, Shawn Webster created a disturbance at the 606 Elizabeth Street, Coalport, Pennsylvania address in which the Pennsylvania State

Police were called in to investigate. After this incident, Plaintiff requested that the Defendants evict Shawn Webster from the premises. It is admitted that on or about January 1, 2005 the Defendants did attempt to advise Shawn Webster to leave the premises by January 15, 2005. To the best of Defendants knowledge Shawn Webster did not leave the premises and it is Denied as to whether any visitation with his daughter was compromised because Defendants are without knowledge, information or belief and Plaintiff avers no facts on this issue and proof thereof is demanded. It is noted that this averment incorrectly refers to Barbara Smolko when it is believed that the reference is intended to be Brenda Smolko.

8. Admitted. The Defendant, Edward Smolko, did try to assist Plaintiff to obtain financing to pay off the balance but never demanded payment. It is noted that a balloon payment is permitted under paragraph 2.(c) of the Contract being Exhibit "A" of Plaintiff's Complaint.

9. Admitted.

10. Admitted in part and Denied in part. It is denied that Defendants demanded payment on or about

September 17, 2005 because Defendants did not do so when they came to Plaintiff's home. It is admitted Defendants came to the premises and that they requested she move out within sixty (60) days if she did not comply with the Contract as set forth in New Matter which is incorporated herein by reference thereto.

11. Admitted. Although, Defendant, Edward Smolko, does not recall the exact day, he does admit that he was requesting to inspect the premises during this time period.

12. Admitted in part and Denied in part. It is denied that Justin P. Smolko and Joseph Smolko are Defendants in this action as they have not been named as Defendants as shown by the caption in the Complaint. It is admitted that Edward Smolko did present the notice being Exhibit "C" to the Plaintiff, and that his sons, Justin P. Smolko and Joseph Smolko, were present.

13. Admitted in part and Denied in part. It is denied that Justin P. Smolko and Joseph Smolko are Defendants as set forth in paragraph 12. above or that Plaintiff to best of Defendant Edward Smolko's

recollection said anything about their shoes or that pictures were taken of personal belongings. It is admitted that the three persons were present and that Defendant, Edward Smolko, inspected the premises and took pictures concerning the condition of the premises.

14. Admitted in part and Denied in part. At the time referred to in this averment the cable bill for the premises was in Defendants name and Plaintiff was reimbursing Defendants for payment. Defendant, Edward Smolko, did at that time advise Plaintiff he was going to cancel cable under Defendants name. Defendants deny that anything further was stated concerning the cable bill.

15. Admitted in part and Denied in part. It is admitted that Defendant, Edward Smolko, talked to Plaintiff's grandmother who is also Edward Smolko's sister by telephone and told her that the grandmother should not get involved in the situation. It is denied that Defendant used the term "not allowed".

16. Denied. Defendant, Edward Smolko, never saw nor spoke to Plaintiff's present boyfriend, David Johns, between September 23, 2005 and October 1, 2005.

17. Admitted. Defendant did this because of missing fixtures and condition of the premises when he inspected the premises on September 23, 2005.

18. Admitted in part and Denied in part. It is admitted Plaintiff hired the attorney and sent the letter to Defendants. It is denied as to the content of the letter being entirely accurate as set forth in this Answer and New Matter which incorporated herein by reference thereto.

19. Denied. The Defendants, Edward Smolko and Brenda J. Smolko, deny the statements were made by them. The Defendants did come to the premises October 1, 2005 to give a letter to David Johns and in fact when this was done it was the Plaintiff who stated that "that letter did not mean shit".

20. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

21. Admitted that Defendants have not provided the statement at this time.

22. Denied. Plaintiff makes no averment of fact on how access was denied and Plaintiff resides on the

property and Defendants do not reside there and this is a conclusion of law or fact for which no responsive pleading is required. It is impossible to deny access unless Defendants remained on the premises at all times or locked the shed and no allegation of either is pleaded.

23. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

WHEREFORE, Defendants request Your Honorable Court to enter judgment in favor of Defendants and dismiss the Complaint of Plaintiff.

COUNT II - BREACH OF CONTRACT/MONETARY RELIEF

24. The Answers to paragraph 1 through 23 are incorporated herein by reference thereto.

25. Denied. Paragraph 8 of the Contract being Exhibit "A" of the Complaint requires the Plaintiff to pay the 2004 School taxes and Defendants to pay the 2004 County-Township taxes. It is denied that Defendants are responsible for any 2004 taxes that are not the County-

Township taxes. The Plaintiff does not indicate what portion of 2004 taxes Exhibit "E" pays for.

26. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

27. Denied. This is a conclusion of law or fact for which no responsive pleading is required.

WHEREFORE, Defendants requests Your Honorable Court to enter judgment in favor of Defendants and dismiss the Complaint of Plaintiff.

NEW MATTER

28. The Answers to paragraph 1 through 27 are incorporated herein by reference thereto.

29. Since the Plaintiff entered into possession of the premises at 606 Elizabeth Street, Coalport, Pennsylvania, the coal furnace has been removed in violation of paragraph 7 of the Contract being Exhibit "A" of the Plaintiff's Complaint.

30. Since the Plaintiff entered into possession of the premises at 606 Elizabeth Street, Coalport,

Pennsylvania, the Plaintiff has allowed garbage and junk to accumulate on the premises in violation of paragraph 7 of the Contract being Exhibit "A" of the Plaintiff's Complaint.

31. Since the Plaintiff entered into possession of the premises, the Plaintiff has on occasions refused Defendants to inspect the premises at reasonable hours of the day in violation of paragraph 18 of the Contract being Exhibit "A" of the Plaintiff's Complaint.

32. Plaintiff has not provided Defendants the Certificates of Insurance in violation of paragraphs 9 and 10 of the Contract being Exhibit "A" of Plaintiff's Complaint.

WHEREFORE, Defendants request Your Honorable Court to enter judgment in favor of Defendants for breach of the terms of the Installment Land Sale Contract and dismiss the Complaint of Plaintiff.

COUNTERCLAIM

COUNT I - BREACH OF CONTRACT/MONETARY RELIEF

AND NOW COMES, Defendants, Edward Smolko and Brenda J. Smolko, his wife, by and through their attorney Girard Kasubick, Esq. and files the following Counterclaim.

33. The Answers and New Matter in paragraphs 1 through 32 are incorporated herein by reference thereto.

34. Defendants claim damages for the premises at 606 Elizabeth Street, Coalport, Pennsylvania for removal of the coal furnace and any other damages after full inspection of the premises.

35. As a result of the Plaintiff's actions, Defendants were required to hire Girard Kasubick, Esquire at a rate of Seventy (\$70.00) and One Hundred (\$100.00) Dollars per hour for legal work and is ongoing, and an Affidavit of time records will be submitted at trial.

WHEREFORE, Defendants request Your Honorable Court to enter judgment in favor of Defendants for damages lost to be determined at trial.

COUNT II - EQUITABLE RELIEF/WRIT OF POSSESSION

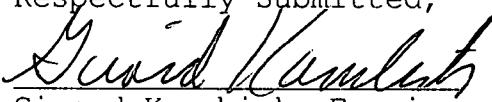
36. The Answers and New Matter and Counterclaim in paragraphs 1 through 35 are incorporated herein by reference thereto.

37. As a result of the Defendants violation of the terms in the Contract as set forth in New Matter above which is incorporated herein by reference thereto Plaintiff is in breach of the Contract.

38. Defendants request Your Honorable Court to terminate the Contract for failure of Plaintiff to comply with the terms and enter a Writ of Possession in favor or Defendants.

WHEREFORE, Defendants request Your Honorable Court to issue an Order that the Installment Land Sale Contract being Exhibit "A" of Plaintiff's Complaint is terminated for failure to comply with the terms and enter a Writ of Possession for the premises to Defendants.

Respectfully Submitted,


Girard Kasubick
Girard Kasubick, Esquire
Attorney for Defendants

VERIFICATION

We verify that the statements made in the foregoing Answer to Complaint, New Matter and Counterclaim are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

Edward J. Smolko
Edward Smolko

Brenda J. Smolko
Brenda J. Smolko

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

BARBARA A. JENA, : No.: 2005-1612-CD
Plaintiff : Type of Case:
 : Civil
 : Type of Pleading:
 vs. : Praeclipe for Entry
 : of Appearance
 : Filed on behalf of:
 EDWARD SMOLKO and : Defendants
 BRENDA J. SMOLKO, : Counsel of Record for
 husband and wife, : This Party:
 Defendants : Girard Kasubick, Esq.
 : Supreme Court #30109
 : LEHMAN & KASUBICK
 : 611 Brisbin Street
 : Houtzdale, PA 16651
 : (814) 378-7840

FILED NO
01/12/05
DEC 20 2005
e/w

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

BARBARA J. JENA, :
Plaintiff :
: :
: No.: 2005-1612-CD
vs. :
: :
: :
EDWARD SMOLKO and :
BRENDA J. SMOLKO, :
husband and wife, :
Defendants :
:

PRAECIPE FOR ENTRY OF APPEARANCE

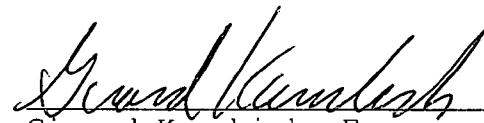
TO: William A. Shaw, Prothonotary:

Please enter my appearance on behalf of the
Defendants, in the above-captioned matter.

Papers may be served at the address set forth below.

Girard Kasubick, Esq.
I.D. No. 30109
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651
Phone #: (814) 378-7840
Fax #: (814) 378-6231

Dated: 12/15/05


Girard Kasubick, Esq.,
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

BARBARA A. JENA,
Plaintiff
vs.
EDWARD SMOLKO and
BRENDA J. SMOLKO,
husband and wife,
Defendants

: No.: 2005-1612-CD
: Type of Case:
: Civil
: Type of Pleading:
: Certificate of
: Service
: Filed on behalf of:
: Defendants
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court #30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

FILED
11/28/05
NO CC
DEC 20 2005
CR

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

BARBARA J. JENA, :
Plaintiff :
vs. : No. 2005-1612-CD
EDWARD SMOLKO and :
BRENDA J. SMOLKO, :
husband and wife, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that I, Girard Kasubick, Esq., served a copy of the Praeclipe for Entry of Appearance and Answer, New Matter, and Counterclaim by regular United States mail, postage pre-paid, mailed on December 15, 2005 upon the attorney for the Plaintiff, Barbara A. Jena, at the following addresses:

R. Denning Gearhart, Esq.
Attorney & Counselor at Law
215 E. Locust Street
Clearfield, PA 16830


Girard Kasubick, Esquire,
Attorney for Defendants

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

BARBARA A. JENA,
Plaintiff

vs.

: No. 05-1612-CD

EDWARD SMOLKO and
BRENDA J. SMOLKO,
Husband and Wife,
Defendants

CASE NUMBER: 05-1612-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: ANSWER TO NEW MATTER and ANSWER TO
COUNTERCLAIM

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED 3 cc
PLD:5/10/06
JAN 31 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

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

BARBARA A. JENA,
Plaintiff

vs. : No. 05-1612-CD

EDWARD SMOLKO and
BRENDA J. SMOLKO,
Husband and Wife,
Defendants

ANSWER TO NEW MATTER AND ANSWER TO COUNTERCLAIM

AND NOW, comes Barbara A. Jena, Plaintiff, by and through her attorney, R. Denning Gearhart, Esq., who avers as follows:

ANSWER TO NEW MATTER

28. No answer required.
29. The allegation is denied. To the extent that it may be true, it should be noted that the furnace was replaced with one equal to or better than the one that previously existed.
30. Denied, that the Plaintiff had allowed garbage to accumulate.
31. Denied, that the Defendants have ever been refused the opportunity to inspect the premises at reasonable hours.
32. Denied. Plaintiff does have insurance. Further, the parties entered into an Addendum, copy attached as Exhibit "A", with the Sellers agreeing to pay the insurance.

ANSWER TO COUNTERCLAIM

COUNT I

33. No answer required.
34. Denied, that there are any damages to the premises.
35. Denied, that Defendants were required to hire an attorney but for their own misconduct.

COUNT II

36. No answer required.
37. The Answer to New Matter is incorporated herein.
38. No answer required.

Respectfully submitted,



R. Denning Gearhart, Esq.
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

: SS.

Before me, the undersigned officer, a Notary Public in and for the above named State and County, personally appeared BARBARA A. JENA, now BARBARA A. JENA-JOHNS, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Answer to New Matter and Answer to Counterclaim are true and correct to the best of her knowledge, information and belief.

Barbara A. Jena
BARBARA A. JENA

Now Barbara A. Jena-Johns
BARBARA A. JENA-JOHNS

Sworn to and subscribed before
me this 26 Day of
January, 2006.

Kathleen A. Ricotta
Notary Public

Commonwealth of Pennsylvania

NOTARIAL SEAL

KATHLEEN A. RICOTTA, Notary Public
Clearfield Boro., County of Clearfield
My Commission Expires June 15, 2009

To Whom It May Concern:

I Edward Smolko and Brenda Smolko

am writing this letter to confirm that

Barbara Jona is purchasing my home (see legal agreement). Barbara is responsible for the upkeep of the home and property. She is responsible for all utilities, including the yearly taxes (see bill) and insurance. We agree to pay for insurance on the structure until the property is paid in full. However, Barbara is responsible to maintain insurance on the contents of the property.

Edward Smolko

9-30-04

Brenda Smolko

9-30-04

Barbara Jona

9-30-2004

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY MEMORANDUM OF INSURANCE

PAGE 1 OF 1

TENANTS POLICY: 54H0496-397 NON-ASSESSABLE POLICY PERIOD BEGINS 12:01 AM
 TERM INCEPTION 9-15-05 STANDARD TIME AT THE
 CONTINUOUS RENEWAL EXPIRATION 9-15-06 RESIDENCE PREMISES.

1ST MORTGAGEE AND ADDRESS NAMED INSURED AND ADDRESS LOCATION OF DESCRIBED PROPERTY ADDITIONAL INSURED
 NOT APPLICABLE BARBARA JENA 606 ELIZABETH STREET
 606 ELIZABETH STREET COALPORT NOT APPLICABLE
 COALPORT PA 16627-8824
 PA 16627-8824

*****TO REPORT CLAIMS, CALL 1-800-421-3535

IMPORTANT NOTICE

This Memorandum of Insurance provides basic information regarding coverage, premium and interests protected by your policy as of 9-19-05. A formal Declarations page superseding this Memorandum will be mailed which will provide complete updated coverages and premium details.

SECTION I COVERAGES	LIMIT	SPECIAL LIMITS OF LIABILITY	ADDITIONAL COVERAGE OPTIONS
C-PERSONAL PROPERTY	\$50,000	CATEGORY LIMIT	OPTION LIMIT
D-LOSS OF USE	\$10,000	1-JEWELRY-FURS \$500#	I-EXT. REPL. COST APPLIES
		2-CAMERAS \$500#	L-PROTECT. DEVICE APPLIES
		3-GUNS \$500#	
		4-TOOLS \$500#	
		5-SILVERWARE \$1,000#	
SECTION II COVERAGES		6-MONEY \$100	
E-PERSONAL LIABILITY	\$100,000	7-SECURITIES \$500	
PD/BI-EA OCCURRENCE		8-WATERCRAFT \$500	
F-MEDICAL PAYMENTS	\$1,000	9-TRAILERS \$500	
TO OTHERS-EA PERSON		10-MANUSCRIPT \$1,000	
OTHER COVERAGES	LIMIT	11-COMPUTERS \$3,000	
-FIRE DEPT. SERV. CHARGES	\$500	# APPLIES TO THEFT ONLY	
-CREDIT CARD-FORGERY	\$1,000		
AND ELEC. FUNDS TRANS.			
-BUILDING ADD + ALTER	\$2,640		

SECTION II EXCEPTIONS: The residence premises is the only premises owned or held for rental by the named insured or spouse, other than business property, and is used solely for private residential purposes. Exceptions, if any:

NONE

SPECIAL PROVISIONS (Applicable only if indicated):

INFLATION PROTECTION COVERAGE IS INCLUDED.

DEDUCTIBLE-SECTION I (IN CASE OF A LOSS
 UNDER SECTION I, WE COVER ONLY THAT PART
 OF THE LOSS OVER THE DEDUCTIBLE STATED).
 ALL PERILS \$ 250

Receipt of payment is hereby acknowledged. Balance, if any, will be billed by the company. Checks and drafts are received subject to collection only.

PREMIUM \$283.00

COUNTERSIGNATURE DATE: 9-19-05

AGENT NAME AND NO. Jeff Lipka Agency

PA 8073

9-19-05

(9)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION NO. 05-1612-CD

BARBARA A. JENA,
Plaintiff

vs.
EDWARD SMOLKO and BRENDA J.
SMOLKO, Husband and Wife,
Defendants

ANSWER TO NEW MATTER AND
ANSWER TO COUNTERCLAIM

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

FILED
JAN 31 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

BARBARA A. JENA, :
Plaintiff :
vs. : No. 05-1612-CD
EDWARD SMOLKO and :
BRENDA J. SMOLKO, :
Husband and Wife, :
Defendants :
:

CASE NUMBER: No. 05-1612-CD
TYPE OF CASE: Civil
TYPE OF PLEADING: CERTIFICATE OF SERVICE
FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I. D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED NO
01/05/06
FEB 01 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

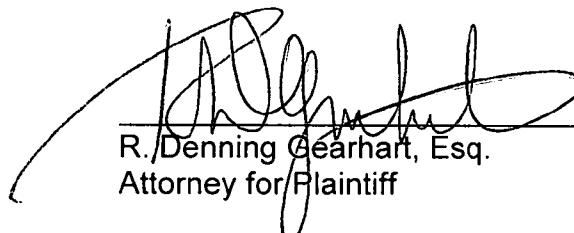
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

BARBARA A. JENA, :
Plaintiff :
vs. : No. 05-1612-CD
EDWARD SMOLKO and :
BRENDA J. SMOLKO, :
Husband and Wife, :
Defendants :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of the Answer to New Matter and Answer to Counterclaim filed in the above captioned matter on the Defendant, through Defendant's attorney, by depositing such documents in the United States Mail postage pre-paid and addressed as follows:

Girard Kasubick, Esq.
LEHMAN & KASUBICK, ESQS.
611 Brisbin Street
Houtzdale, PA 16651


R. Denning Gearhart, Esq.
Attorney for Plaintiff

Dated: January 31, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100936
NO: 05-1612-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: BARBARA A. JENA
vs.
DEFENDANT: EDWARD SMOLKO and BRENDA J. SMOLKO

SHERIFF RETURN

NOW, November 03, 2005, SHERIFF OF FULTON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON EDWARD SMOLKO.

NOW, November 10, 2005 AT 9:40 AM SERVED THE WITHIN COMPLAINT ON EDWARD SMOLKO, DEFENDANT. THE RETURN OF FULTON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
018:45 AM
FEB 14 2006
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100936
NO: 05-1612-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: BARBARA A. JENA
vs.
DEFENDANT: EDWARD SMOLKO and BRENDA J. SMOLKO

SHERIFF RETURN

NOW, November 03, 2005, SHERIFF OF FULTON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON BRENDA J. SMOLKO.

NOW, November 11, 2005 AT 10:15 AM SERVED THE WITHIN COMPLAINT ON BRENDA J. SMOLKO, DEFENDANT. THE RETURN OF FULTON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100936
NO: 05-1612-CD
SERVICES 2
COMPLAINT

PLAINTIFF: BARBARA A. JENA
vs.
DEFENDANT: EDWARD SMOLKO and BRENDA J. SMOLKO

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GEARHART	8019	20.00
SHERIFF HAWKINS	GEARHART	8019	36.00
FULTON CO.	GEARHART	8020	58.67

Sworn to Before Me This

____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

FULTON COUNTY SHERIFF'S OFFICE

207 NORTH SECOND STREET, McCONNELLSBURG, PA 17233 (717) 485-4221

SHERIFF SERVICE PROCESS RECEIPT AND AFFIDAVIT OF RETURN

1. PLAINTIFF/S Barbara A. Jena	2. COURT NUMBER 05-1612-CD (Clearfield)
3. DEFENDANT/S Edward Smolko and Brenda J. Smolko	4. TYPE OF WRIT OR COMPLAINT: Complaint/ Notice

SERVE

AT

5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD
Edward Smolko
6. ADDRESS (Street, or RFD, Apartment No., Boro., Twp., State and Zip Code)
214 Church St., Hustontown, Pa. 17229

7. INDICATE UNUSUAL SERVICE: COMMON. OF PA DEPUTIZE OTHER

Now, _____ I, SHERIFF OF FULTON 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 FULTON COUNTY

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

NOTE ONLY APPLICABLE ON WRIT OR EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying or attaching any property under within writ may leave same without a watchman, in custody of whoever 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. NAME of ATTORNEY or other ORIGINATOR R. Denning Gearhart, Esquire 207 E. Market St. Clearfield Pa 16830	10. TELEPHONE NUMBER 814-765-1581	11. DATE
---	--------------------------------------	----------

12. SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW: (This area must be completed if notice is to be mailed)

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.	Name of authorized FCSD Deputy of Clerk and Title Larry E. Ott Deputy	14. Date Received 11-08-2005	15. Expiration/Hearing Date (11/20/05)
--	---	---------------------------------	---

16. I hereby CERTIFY and RETURN that have personally served, have legal evidence of service as shown in "Remarks", have executed as shown in "Remarks", the writ or complaint that described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing a TRUE and ATTESTED COPY thereof.

17. I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

18. Name and title of individual served (if not shown above)	19. A person of suitable age and discretion then residing in the defendant's usual place of abode. <input type="checkbox"/>
--	---

20. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)	21. Date or Service 11-10-2005	22. Time 09:40	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM <input checked="" type="checkbox"/> EST <input type="checkbox"/> EDST
--	-----------------------------------	-------------------	---

23. ATTEMPTS 1	Date 11-10-05	Miles 22	Dep. Int. LEO	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
-------------------	------------------	-------------	------------------	------	-------	-----------	------	-------	-----------	------	-------	-----------

24. Advance Costs \$125.00	25. Service Costs \$18.00	26. Notary Cert. \$5.00	27. Mileage \$10.67	28. Postage \$1.00	29. Surcharge	30. Total Costs \$34.67*	31. COST DUE OR REFUND (\$58.67)	\$66.33
-------------------------------	------------------------------	----------------------------	------------------------	-----------------------	---------------	-----------------------------	-------------------------------------	---------

32. REMARKS

Deputized Service by Clearfield County.

*Cost this Service / Return only.

COMPLAINT and other documents handed to EDWARD SMOLKO at the 214 CHURCH STREET, HUSTONTOWN PA 17229 residence. According to Edward Smolko, he and his wife Brenda have separated, and she no longer resides at 214 Church St., Hustontown.

33. AFFIRMED and subscribed to before me this 14th	34. day of November 2005	35. Signature of Deputy Sheriff Larry E. Ott	36. Date 11-14-2005
---	--------------------------	---	---------------------

37. <i>Adelma B. Rock</i>	38. Signature of Sheriff	39. Date
---------------------------	--------------------------	----------

MY COMMISSION EXPIRES 1-1-2006	SHERIFF OF FULTON COUNTY
-----------------------------------	--------------------------

40. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.	41. Date Received
---	-------------------

FULTON COUNTY SHERIFF'S OFFICE

207 NORTH SECOND STREET, McCONNELLSBURG, PA 17233 (717) 485-4221

SHERIFF SERVICE PROCESS RECEIPT AND AFFIDAVIT OF RETURN

1. PLAINTIFF/S/ 3. DEFENDANT/S/	Barbara A. Jena Edward Smolko and Brenda J. Smolko	2. COURT NUMBER 4. TYPE OF WRIT OR COMPLAINT:
		05-1612-CD (Clearfield) Complaint/ Notice

SERVE
→ {
AT

5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD
Brenda Smolko

6. ADDRESS (Street, or RFD, Apartment No., Boro., Twp., State and Zip Code)
214 Church St., Hustontown, Pa. 17229

7: INDICATE UNUSUAL SERVICE: COMMON. OF PA DEPUTIZE OTHER

Now, _____ I, SHERIFF OF FULTON 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 FULTON COUNTY

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

NOTE ONLY APPLICABLE ON WRIT OR EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying or attaching any property under within writ may leave same without a watchman, in custody of whoever 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. NAME of ATTORNEY or other ORIGINATOR	10. TELEPHONE NUMBER	11. DATE
R. Denning Gearhart, Esquire 207 E. Market St. Clearfield Pa 16830	814-765-1581	

12. SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW: (This area must be completed if notice is to be mailed)

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.	Name of authorized FCSD Deputy of Clerk and Title	14. Date Received	15. Expiration/Hearing Date
	Larry E. Ott Deputy	11-08-2005	(11/20/05)

16. I hereby **CERTIFY** and **RETURN** that I have personally served, have legal evidence of service as shown in "Remarks", have executed as shown in "Remarks", the writ or complaint that described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handling a **TRUE and ATTESTED COPY** thereof.

17. I hereby certify and return a **NOT FOUND** because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

18. Name and title of individual served (if not shown above)	19. A person of suitable age and discretion then residing in the defendant's usual place of abode.
--	--

20. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro., Twp., State and Zip Code)	21. Date or Service	22. Time
207 N. Second St., McConnellsburg Pa. - Fulton County Sheriff's Office	11-11-2005	10:15

23. ATTEMPTS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
1	11-10-05	22	LEO	11-11-05	0	LEO						

24. Advance Costs	25. Service Costs	26. Notary Cert.	27. Mileage	28. Postage	29. Surcharge	30. Total Costs	31. COST DUE OR REFUND
	\$18.00	\$5.00	\$0.00	\$1.00		\$24.00*	See Return EDWARD SMOLKO

32. REMARKS

Deputized service for Clearfield County.

* Costs this service only.

Complaint documents for BRENDA J. SMOLKO handed to BRENDA J. SMOLKO in the Office of the Fulton County Sheriff. Brenda remarked that, she can be reached through her husband Edward Smolko at the 214 Church St., Hustontown address.

33. AFFIRMED and subscribed to before me this <u>14th</u>	34. day of <u>November</u> <u>2005</u>	35. Signature of Deputy Sheriff	36. Date <u>11-14-05</u>
		Larry E. Ott	

37. <u>Adelma B. Roed</u>	38. Signature of Sheriff	39. Date
Prothonotary/Deputy/Notary Public		

MY COMMISSION EXPIRES <u>1-1-2006</u>	SHERIFF OF FULTON COUNTY
40. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE	41. Date Received

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

BARBARA A. JENA,
Plaintiff

vs. : No. 05-1612-CD

EDWARD SMOLKO and
BRENDA J. SMOLKO,
Husband and Wife,
Defendants

CASE NUMBER: No. 05-1612-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: MOTION FOR EMERGENCY SPECIAL RELIEF

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED 3 CC
010:4964 SEP 05 2006 Atty Gearhart
GR

William A. Shaw
Prothonotary/Clerk of Courts

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

BARBARA A. JENA,
Plaintiff

vs. : No. 05-1612-CD

EDWARD SMOLKO and
BRENDA J. SMOLKO,
Husband and Wife,
Defendants

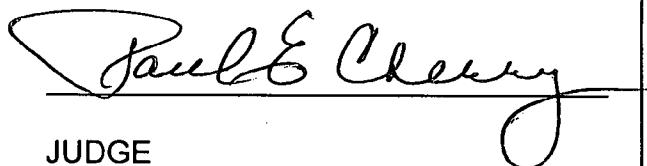
O R D E R

AND NOW, this 5th Day of September, 2006, upon
consideration of the foregoing Motion for Emergency Special Relief, the parties are hereby
ordered to appear before the Court for hearing upon that Petition.

Said hearing is scheduled for the 14th Day of September, 2006,
at 3:00 O'clock P.M., in Courtroom No. 2, Clearfield County Courthouse,
Clearfield, Pennsylvania 16830.

The Court has allotted one (1) hour for said hearing.

BY THE COURT



JUDGE

FILED

SEP 06 2006 (GW)
9:35 CC: Satty
William A. Shaw
Prothonotary/Clerk of Courts
W. A. Shaw

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

BARBARA A. JENA,
Plaintiff

vs. : No. 05-1612-CD

EDWARD SMOLKO and
BRENDA J. SMOLKO,
Husband and Wife,
Defendants

MOTION FOR EMERGENCY SPECIAL RELIEF

AND NOW, comes the Plaintiff, BARBARA A. JENA, by and through her attorney, R. Denning Gearhart, Esquire, who avers as follows:

1. That the Plaintiff had entered into a contract with the Defendants for the purchase of certain real estate located at 606 Elizabeth Street, Coalport, Beccaria Township, Clearfield County, Pennsylvania, more particularly described in the Installment Land Sale Contract, a copy of which is attached hereto as Exhibit "A".
2. That the Defendants have taken several measures that are in violation of said agreement, including, but not limited to:
 - (a) Failing to make payments on the loans secured by the liens on the subject property.
 - (b) Trespassing unannounced.
3. That as a result, Plaintiff filed an action in the form of a Complaint for equitable relief.
4. That Attorney Girard Kasubick entered his appearance on behalf of the Defendants, and it appeared that the matter would be amicably resolved.

5. However, the Defendants have once again started to harass and trespass on the property.

6. Further, Plaintiff, wishing to remove any future necessity to transact business with the Defendants, has secured a Mortgage loan so that she may pay the Defendants in full and receive title to the property.

7. However, despite repeated pleas, the Defendants will not authorize the Plaintiff's Mortgage company or their counsel or Defendants' counsel to obtain the payoffs on the mortgages.

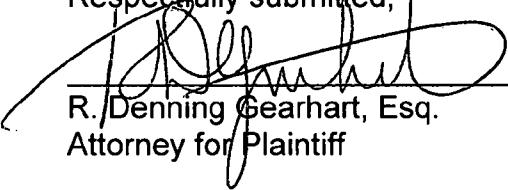
8. This refusal amounts to a further breach of the Contract.

9. If the loan is not closed soon, the Plaintiff will lose an opportunity to purchase the property without further payments to the Defendants.

10. As a result of the breach, Plaintiff has had to hire attorney R. Denning Gearhart, and has incurred legal fees in excess of Two Thousand Five Hundred (\$2,500.00) Dollars. Said legal fees would not have been necessary but for Defendants' breach.

WHEREFORE, the Plaintiff prays your Honorable Court to schedule an Emergency hearing, and following hearing to enjoin the Defendants from any further harassment of the Plaintiff, to require the Defendants to provide certified payoffs of any loans or liens on the real estate in question, and to pay attorneys fees in an amount to be determined by the Court.

Respectfully submitted,


R. Denning Gearhart, Esq.
Attorney for Plaintiff

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

Instrument Number - 200515182

Recorded On 9/19/2005 At 11:52:15 AM

* Instrument Type - SALE AGREEMENT

* Total Pages - 12

Invoice Number - 136255

* Mortgagor - SMOLKO, EDWARD

* Mortgagee - JENA, BARBARA ANN

* Customer - JENA, BARBARA ANN

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$27.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$42.50

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**

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTALLMENT LAND SALE CONTRACT

MADE this 5th day of June, 2004, by and between
EDWARD SMOLKO and BRENDA SMOLKO, his wife, both of 214 Church Street, P. O. Box
541, Hustontown, Pennsylvania 17729, hereinafter called "Sellers",

AND

BARRARA ANN JENA and SHAWN WEBSTER, both of 606 Elizabeth Street, Coalport,
Pennsylvania 16627, hereinafter called "Buyers."

W I T N E S S E T H:

WHEREAS, Sellers are the owners of certain real property situate in the
Township of Beccaria, Clearfield County, Pennsylvania, as described in Clearfield
County Deeds and Records Book 1355, Page 489, and as set forth in Exhibit "A"
attached hereto, and;

WHEREAS, Sellers desire to sell said real property and Buyer desires to
purchase said property.

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR, in hand
paid, each party unto the other, and in consideration of the terms and conditions
hereunder and with the intent to be legally bound hereby, the parties agree as
follows:

1. **SALE.** The Sellers hereby sell to the Buyer and the Buyer hereby agrees
to purchase from the Sellers under the terms and conditions set forth in this
agreement, the real property containing a dwelling house and located in the
Township of Beccaria, Clearfield County, Pennsylvania, and bounded and described in
Exhibit "A" attached hereto.

2. **PURCHASE PRICE.** The purchase price for the above described real
property shall be EIGHTY THOUSAND AND 00/100 (\$80,000.00) DOLLARS, to be paid by
Buyer to Sellers as follows:

ALL that certain piece, parcel or tract of land situate in the Township of Beccaria, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on the Eastern side of the Public Road leading from Smoke Run to Beccaria on line of land of S. C. Shoff; thence along the Eastern side of said Public Road North 21 degrees 30 minutes East Four Hundred (400') feet, more or less, to post on land of Metro Pollock; thence along line of land of Metro Pollock, in a Southeasterly direction Four Hundred (400') feet, more or less, to the right of way of the Pennsylvania Railroad; thence along said right of way in a Southwesterly direction, Four Hundred (400') feet, more or less, to post in line of land of S. C. Shoff; and thence along line of land of S. C. Shoff North 84 degrees 09 minutes West Four Hundred (400') feet to post, on the Eastern side of the Public Road aforesaid, the place of beginning; and containing three and six tenths (3.6) acres, more or less.

UNDER AND SUBJECT to all exceptions and reservations as are excepted and reserved in the title deed.

BEING the same premises as were granted and conveyed unto the Sellers herein by deed of Edward Smolko, dated July 27, 1990, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1355, Page 489, on July 31, 1990.

EXCEPTING AND RESERVING from the above captioned parcel, the premises as were conveyed to Anthony Flango, Jr., et al, by deed entered for record in Clearfield County Deed Book Volume 1445, Page 438.

ALSO EXCEPTING AND RESERVING from the above captioned parcel, a parcel of land fronting One Hundred Fifteen (115') feet on the Smoke Run side of the highway leading from Beccaria to Smoke Run, and said parcel being Two Hundred (200') feet deep. Said parcel being the subject of a lease with purchase agreement with Robert G. Reader.

(a) The entire balance of EIGHTY THOUSAND AND 00/100 (\$80,000.00) DOLLARS, shall be paid in one hundred forty-four (144) monthly installments of FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS and twelve (12) monthly payments of SIX HUNDRED SIXTY AND 00/100 (\$660.00) DOLLARS, beginning June 1, 2004, and succeeding installments to be paid on the same day and each month thereafter until May 1, 2017.

(b) Payments shall be made to Edward Smolko and Brenda Smolko at 214 Church Street, P. O. Box 541, Hustontown, Pennsylvania 17229, in person or by mail or to any other place or address designated in writing by Sellers to Buyer.

(c) Buyer shall have the right to pay off the entire principal amount due at any time during the term of this agreement and closing shall take place within twenty (20) days of payment of the entire unpaid principal.

3. **CLOSING.** Final settlement and delivery of deed shall take place within twenty (20) days of the payment of the total principal amount due. At such time, Sellers shall deliver a good Special Warranty deed to the real property subject of this agreement to Buyer. At closing, Sellers shall pay one-half ($\frac{1}{2}$) of the transfer tax and deed preparation costs. Buyer shall pay for the recording costs of the deed, one-half ($\frac{1}{2}$) of the transfer tax and all other closing costs. Real estate taxes at closing shall be the entire responsibility of Buyer since she will have possession of the real property. Closing shall take place at any place agreed to between the parties.

4. **GOOD TITLE.** The conveyance to Buyer at closing shall be of good and marketable title to the real property subject of this agreement, free and clear of all liens, judgments, encumbrances and other clouds on title.

5. **POSSESSION.** Possession of the premises shall be delivered to Buyer upon execution of this agreement.

6. **USE.** Until closing takes place, Buyer shall only use the real property subject of this agreement as a family dwelling and for no other purposes unless Sellers give written consent to another use.

7. **MAINTENANCE.** During the time Buyer is in possession of the real property subject of this Agreement and prior to closing, Buyer shall maintain the structures and real property in as good and reasonable condition as the said real property was at the time of her entering possession of the real property. Buyer shall not allow garbage and junk to accumulate on the premises and shall mow the grass on a regular basis.

Buyer shall be responsible to repair broken lights, windows, doors and make other repairs to maintain the property in the same condition.

Any alterations or improvements or other fixtures placed on the property by Buyer shall remain with the property if the Buyer fails to complete closing under this agreement and leaves the premises.

Sellers warrant that there are no mechanic's or materialmen's liens against said premises and Sellers do covenant and agree to indemnify and save harmless Buyer from any mechanic's or materialmen's liens for work done or materials delivered to the premises.

If Buyer shall make any repairs, alterations or improvements as required or permitted above, then Buyer shall indemnify and save harmless Sellers from any mechanic's or materialmen's liens for work done or materials delivered to the premises.

8. **TAXES AND UTILITIES.** Sellers agree to pay all 2004 real estate taxes in the nature of County and Township taxes. Buyer agrees to pay and shall be responsible to pay the School taxes issued for the year 2004 and all County, Township and School taxes for all subsequent years. If Buyer shall fail to pay the

above taxes when due, then Sellers may pay the said taxes and add the amount to the unpaid principal amount due under this agreement.

Buyer shall be responsible to pay all municipal assessments to the property from the date Buyer enters into possession of the property subject of this agreement. Sellers agree that they shall forward a copy of any real property taxes to the Buyer at her address within ten (10) days of the receipt of the tax statements for the years 2004 and subsequent years.

Sellers agree to pay, save harmless and indemnify Buyer for any utility bills prior to the Buyer taking possession of the property. Buyer shall be responsible to pay all utility bills from the date she takes possession, including, but not limited to, electric, telephone, water sewage and gas and to save harmless Sellers from said utility bills for which she is responsible.

9. **INSURANCE.** Buyer shall maintain homeowners and fire insurance on the dwelling structure while she is in possession of the premises in an amount of at least EIGHTY THOUSAND AND 00/100 (\$80,000.00) DOLLARS. Since the premises will still be owned by Sellers until closing, Sellers agree to execute any documents or papers necessary for Buyer to maintain such insurance, however, Buyer agrees to pay any premiums of such insurance. Buyer shall furnish to Sellers a certificate of insurance naming Sellers as co-insured, as their interests may appear.

Buyer may choose any reputable insurance company that can conduct business in the Commonwealth of Pennsylvania when obtaining the insurance under this paragraph.

If the dwelling house on the premises is damaged by fire or other manner prior to closing, but the premises can still be lived in, then the insurance proceeds received shall be used to repair the dwelling house in the same or similar condition as agreed to between the parties. In such case, if any insurance proceeds remain, they shall be kept by Buyer.

If the dwelling house on the real property is destroyed by fire or other manner such that the dwelling house is unlivable for an extended period of time or is totally destroyed, then the parties agree that such condition, upon receipt of insurance proceeds sufficient to pay off to Sellers the balance of the purchase price, shall result in closing taking place under paragraph 3 of this agreement within thirty (30) days of receipt of said insurance proceeds. All insurance proceeds over and above the balance of the purchase price due shall be monies retained by Buyer.

10. **INDEMNIFICATION.** Buyer covenants and agrees to protect, exonerate, defend, indemnify and save harmless Sellers from and against any and all costs or liabilities which may arise out of Buyer's possession of the property subject of this agreement, and from and against any and all loss, damage, cost, expense or liability based upon personal injury, death, loss or damage to property suffered or incurred by any person, firm or corporation (including the parties hereto) and arising out of or attributable to the present condition, use, operation or maintenance of said property.

Buyer further agrees that she shall maintain and pay the premium for a liability policy covering the property subject of this agreement in the minimum amount of FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS, naming Sellers as co-insured. Buyer shall furnish to Sellers a certificate of insurance or other proof of such insurance coverage on a yearly basis. Buyer may choose any reputable insurance company that can conduct business in the Commonwealth of Pennsylvania when obtaining the insurance under this paragraph.

11. **BREACH BY THE PARTIES.** In the event Buyer shall default in the payment of the sums covenanted herein to be paid, for a period of sixty (60) days, Sellers, notwithstanding any action or remedy they may have at law or in equity, shall be

entitled to retain the sums paid as rental for the use and occupancy of the premises when Sellers retain possession of the property.

In addition to other remedies available to Sellers, it is further understood and agreed that in case of default of payment of any sum of principal or taxes herein agreed to be paid for the period of sixty (60) days after the same shall become due and payable by the terms hereof, that, then and in that event, the whole of said principal sum shall, at the option of the said Sellers, forthwith become due and payable, anything hereinbefore contained to the contrary thereof notwithstanding. And in such case of default, the said Buyer hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere to appear for them and confess a judgment for the whole principal sum remaining unpaid hereon, with fifteen (15%) per cent attorney's commission or fees; and in the event Sellers should at their option, elect instead to enter into possession of said premises, the said Buyer, in case of default as aforesaid, further authorize and empower any attorney of any court of record to appear and confess judgment against them in an amicable action of ejectment for said premises, and authorize the immediate issuing, without asking leave of court, of a writ of possession, with clause for the amount of said judgment and costs with a minimum attorney's commission of TWO HUNDRED AND 00/100 (\$200.00) DOLLARS, of fifteen (15%) per cent of the balance due under this agreement, in each case waiving the benefit of any law exempting property from levy and sale, waiving the right of inquisitions if levy is made on land and consenting to condemnation thereof with liberty to sell same without stay of execution and with release of all errors.

In the event of default by Sellers, Buyer shall have all remedies in law or equity available to her.

12. **NOTICES.** After execution of this agreement, each party shall provide the other party written notice of any new address. Any notice given or payments made under this agreement shall be to the addresses provided. If any of the parties should subsequently change address, then written notice shall be provided to the other party of the new address.

13. **PENNSYLVANIA LAW TO APPLY.** This agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

14. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. **PRIOR AGREEMENTS.** This agreement shall supersede any prior written or oral agreements between the parties hereto on the terms covered under this agreement.

16. **TIME OF ESSENCE.** Time is of the essence of this agreement.

17. **GENDER.** Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the content requires otherwise.

18. **INSPECTION.** Sellers shall have the right to inspect the real property subject of this agreement prior to closing taking place upon notifying the Buyer during reasonable hours of the day.

19. **BINDING EFFECT.** This agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns.

20. **ASSIGNMENT.** The rights and duties of this agreement may not be assigned without written consent of the other party hereto.

21. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no effect whatsoever in determining the rights or obligations of the parties.

22. **OTHER TERMS AND CONDITIONS:** The premises herein described share a common septic system and well-water supply system with a mobile home currently situate on the premises.

The mobile home owned by Sellers herein is being sold to Robert G. Reader, P. O. Box 301, Houtzdale, Pennsylvania, under an agreement of sale. The mobile home address is 572 Elizabeth Street, Coalport, Pennsylvania 16627.

The mobile home is situate on a parcel of land on the Smolko property. Said parcel of land measures approximately One Hundred Fifteen (115') feet along the public road leading from Beccaria to Smoke Run and is Two Hundred (200') feet deep. Said parcel of land is the subject of a ninety-nine (99) year lease with Robert G. Reader, with the stipulation that said parcel of land can be transferred to Robert G. Reader upon payment in full of the amount due and the recordation of an approved subdivision plan in Clearfield County, Pennsylvania.

During the term of the lease with Robert G. Reader, or the subsequent transfer of said parcel to Robert G. Reader, Robert G. Reader shall share the cost of the septic system, and the well-water supply system with Buyer.

Robert G. Reader shall be liable for one-half ($\frac{1}{2}$) of the cost of any required repairs to the septic system and/or the well-water supply system. The right to use such system shall terminate when the mobile home of Robert G. Reader is connected to a public sewer system and/or public water supply system.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hands and seals on the date first above written.

WITNESS:

Ronald E. Jena
as to all

SELLERS:

Edward Smolko (SEAL)
Edward Smolko

Brenda Smolko (SEAL)
Brenda Smolko

BUYER:

Barbara Ann Jena (SEAL)
Barbara Ann Jena

Shawn Webster (SEAL)
Shawn Webster

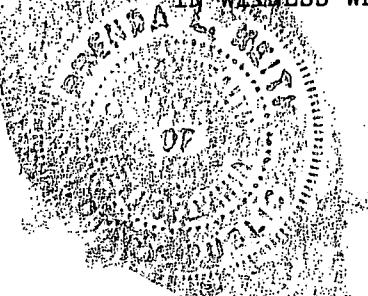
COMMONWEALTH OF PENNSYLVANIA:

: \$

COUNTY OF CLEARFIELD :

On this, the 5th day of June, 2005, before me, a Notary Public, the undersigned officer, personally appeared EDWARD SMOLKO and BRENDA SMOLKO, 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 notarial seal.


Brenda L. Keith, Notary Public
Woodward Twp., Clearfield County
My Commission Expires Aug. 16, 2008
Member, Pennsylvania Association Of Notaries

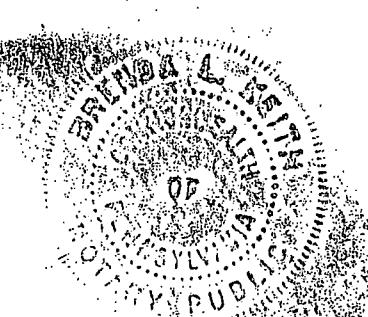
COMMONWEALTH OF PENNSYLVANIA:

: \$

COUNTY OF CLEARFIELD :

On this, the 5th day of June, 2005, before me, a Notary Public, the undersigned officer, personally appeared BARBARA ANN JENA and SHAWN WEBSTER, 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 notarial seal.


Brenda L. Keith, Notary Public
Woodward Twp., Clearfield County
My Commission Expires Aug. 16, 2008
Member, Pennsylvania Association Of Notaries

Leave over margin

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION No. 05-1612-CD

BARBARA A. JENA,
Plaintiff

vs.

EDWARD SMOLKO and
BRENDA J. SMOLKO,
Husband and Wife,
Defendants

PETITION FOR EMERGENCY SPECIAL
RELIEF

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

William A. Shaw
Prothonotary/Clerk of Courts

SEP 05 2006

FILED

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

BARBARA A. JENA, :
Plaintiff :
vs. : No. 05-1612-CD
EDWARD SMOLKO and :
BRENDA J. SMOLKO, :
Husband and Wife, :
Defendants :
:

CASE NUMBER: No. 05-1612-CD
TYPE OF CASE: Civil
TYPE OF PLEADING: CERTIFICATE OF SERVICE
FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I. D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED NO
070526A
SEP 07 2006
IN

William A. Shaw
Prothonotary/Clerk of Courts

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

BARBARA A. JENA, :
Plaintiff :
vs. : No. 05-1612-CD
EDWARD SMOLKO and :
BRENDA J. SMOLKO, :
Husband and Wife, :
Defendants :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of the Motion for Emergency Special Relief filed in the above captioned matter on the Defendant, through Defendant's attorney, by depositing such documents in the United States Mail postage pre-paid and addressed as follows:

Girard Kasubick, Esq.
611 Brisbin Street
Houtzdale, PA 16651


R. Denning Gearhart, Esq.
Attorney for Plaintiff

Dated: September 6, 2006

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

BARBARA A. JENKINS
Plaintiff

No. 06-1615-CD vs.

EDWARD SMOLOK and
BRENDA J. SMOLOK,
husband and wife,
Defendants

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy

of the Motion for Emergency Special Relief filed in the space captioned matter on the

Defendant, through Defendant's attorney, by depositing such documents in the United

States Mail postage pre-paid and addressed as follows:

Gilard Ksuncick, Esq.
611 Benskin Street
Huntingdon, PA 16651

R. Dunnigan Geissinger, Esq.
Attorney for Plaintiff

Dated: September 6, 2006

SEP 07 2006
William A. Shaw
Prothonotary/Clerk of Courts

FILED

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

BARBARA A. JENA,
Plaintiff

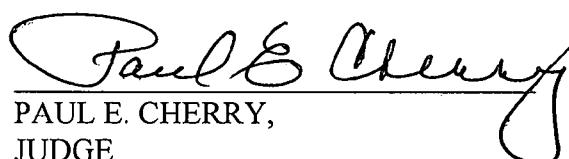
V. : NO. 05-1612-CD

EDWARD SMOLKO and
BRENDA J. SMOLKO, Husband and Wife,
Defendants

ORDER

AND NOW, this 14th day of September, 2006, the Court having been advised by counsel that an agreement has been reached with regard to this matter, it is the ORDER of this Court that Hearing on Plaintiff's Motion for Emergency Special Relief scheduled for this date, be and is hereby cancelled. It is the further ORDER of this Court that the parties shall submit to the Court a signed Stipulation within ten (10) days of this date.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

FILED
09/18/2006
SEP 18 2006
2cc Atlys:
Gearhart
Kasubick

William A. Shaw
Prothonotary/Clerk of Courts

DATE: September

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

SEP 18 2006

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

BARBARA A. JENA,
Plaintiff,

v.

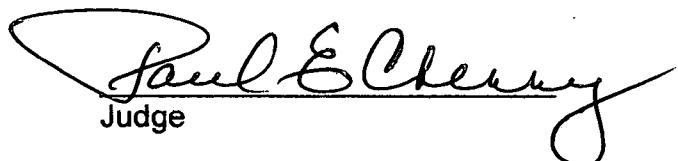
... : No. 05-1612-CD

EDWARD SMOLKO and
BRENDA J. SMOLKO,
husband and wife,
Defendants.

CONSENT ORDER

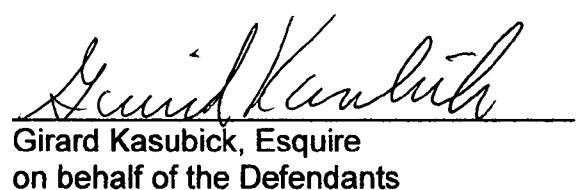
NOW, this 15th day of September, 2006, upon
consideration of Motion for Emergency Special Relief and the parties' stipulation, it is
the ORDER of this Court that the Defendants shall provide the Plaintiff with the
necessary documents to ascertain the payoffs on the two mortgages effecting the
subject property within ten days.

By the Court,


Paul E. Cherry
Judge

We, the undersigned, do hereby consent and stipulate to the above.


R. Derning Gearhart, Esquire
on behalf of the Plaintiff


Girard Kasubick, Esquire
on behalf of the Defendants

FILED ICC Atty's
01/11/55pm Gearhart
SEP 18 2006 Kasubick
(6)

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9-18-2006

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

SEP 18 2006

William A. Shaw
Prothonotary/Clerk of Courts