

08-427-CD

Jerry Bloom vs Rhonda Serena

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

JERRY L. BLOOM and
JENNIFER BLOOM, husband and wife,
Plaintiffs

vs.

No. 08 - 427- C.D.

RHONDA SERENA,
Defendant

**COMPLAINT FOR CONFESSION OF
JUDGMENT FOR POSSESSION OF
REAL PROPERTY**

Filed on behalf of:
Plaintiffs

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED 10:52 AM
MAR 12 2008 2CC Atty Ryan
Atty pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts

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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
: vs. : No. 08 - - C.D.
: :
RHONDA SERENA, :
Defendant :
:

COMPLAINT FOR CONFESSION OF JUDGMENT
FOR POSSESSION OF REAL PROPERTY

NOW COMES, Jerry L. Bloom and Jennifer Bloom, Plaintiffs above named, and file their Complaint for Confession of Judgment for Possession of Real Property pursuant to Pa.R.C.P. 2970, et seq. and aver in support thereof as follows:

1. Plaintiffs are Jerry L. Bloom and Jennifer Bloom, husband and wife, having an address of P.O. Box 93, Grampian, Clearfield County, Pennsylvania, 16838.

2. Defendant is Rhonda Serena, an adult individual, having an address of 1410 Daisy Street, Clearfield, Clearfield County, Pennsylvania 16830.

3. Attached hereto as Exhibit "A" is a true and correct copy of the instrument executed by the parties upon which this action is based.

4. The real property which is the subject of this action is described as follows:

BEGINNING at a corner of Daisy Street and Lot No. 100 and extending along Lot No. 100, one hundred sixty-two (162) feet to line of Bigler Avenue fifty (50) feet to corner of Lot No. 102; thence along Lot No. 102, one hundred sixty-two (162) feet to Daisy Street; thence along Daisy Street fifty (50) feet to place of beginning. Being Lot No. 101 in the T. W. Barret Addition to the Borough of

Clearfield. Further being the same premises conveyed to Jerry L. Bloom by deed of Donald L. Hoyt and Maxine E. Hoyt, husband and wife, dated June 15, 1998 and recorded at Clearfield County Deed and Record Book Volume 1941, Page 418.

5. Judgment herein is not being entered against a natural person in connection with a residential lease agreement.
6. Judgment herein is not being entered in connection with a consumer credit transaction.
7. Judgment has not been entered on the attached instrument in any jurisdiction.
8. Defendant has defaulted pursuant to the terms of the attached instrument in that she has failed and refused to pay the monthly installments for a period of sixty (60) days as provided therein.
9. The amount due and owing to the Plaintiffs as the result of said default is as follows:

a.	Original amount due	\$28,000.00
b.	Less payments and credits	\$ 7,153.85
c.	Unpaid balance	\$ 20,846.15
d.	Interest	\$ 13,230.80
e.	Real Estate Taxes	\$ 409.27
f.	Costs	<u>\$ 120.00</u>
	Total Amount	\$ 34,606.22

WHEREFORE, Plaintiffs demand that judgment be entered in their favor and against the Defendant for possession of the above described premises at 1410 Daisy Street, Clearfield,

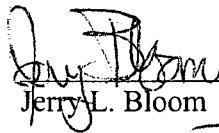
Clearfield County, Pennsylvania.

BELIN, KUBISTA & RYAN LLP

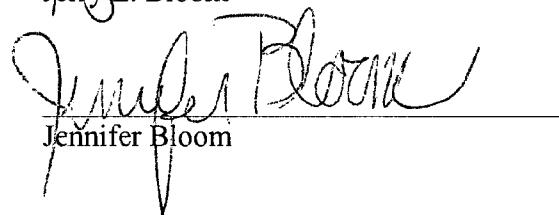


John R. Ryan
Attorney for Plaintiffs

We verify that the statements made in this Complaint are true and correct. We understand that false statements herein are made subject to the penalties of Pa. C.S. 4904, relating to unsworn falsification to authorities.



Jerry L. Bloom



Jennifer Bloom

FROM : BEH&P

PHONE NO. : 814 236 1884

Apr. 24 2006 02:50PM PT

04 24 2006 03:13

BEIJING KUAIJISHI & YUDEHUA

AGREEMENT OF SALE

AGREEMENT made this 21st day of April, 2006, by and between JERRY L. BLOOM, and JENNIFER BLOOM, husband and wife, of Curwensville, Pennsylvania, hereinafter called "Sellers" and RHONDA SERINA, an adult individual, of 1410 Daisy Street, Clearfield, Pennsylvania, hereinafter called "Buyer".

WITNESSETH, that the parties hereto, intending to be legally bound, mutually agree as follows:

1. Sellers agree to sell and convey to Buyer, who agrees to purchase, all their right, title and interest in that certain piece or parcel of land with improvements thereon situated in Lawrence Township, Clearfield County, Pennsylvania, having an address of 1410 Daisy Street, Clearfield, and being the same premises as conveyed to Jerry L. Bloom by deed of Donald L. Hoyt and Maxine E. Hoyt, husband and wife, dated June 15, 1998 and recorded at Clearfield County Deed and Record Book 1941, Page 418. The said property is more specifically described as follows:

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2. The purchase price for said premises shall be the sum of Twenty-Eight Thousand (\$28,000.00) Dollars, payable as follows:

04/24/2006 03:31

8147659231

BLOOM ELECTRIC

PAGE 03

FROM : BEHAR

PHONE NO. : 814 236 1884

Apr. 24, 2006 02:50PM PT

04/06/2006 15:33

BELIN KUBISTKA # 7559231

- a. The sum of Two Thousand (\$2,000.00) Dollars paid at the time of execution of this Agreement, receipt of which by Seller is hereby acknowledged;
- b. The balance of Twenty-Six Thousand (\$26,000.00) Dollars shall be paid to Seller over a term of ten (10) years, with interest at the rate of Ten Per Cent (10%) per annum, in monthly installments of Three Hundred Forty-Three and 59/100 (\$343.59) Dollars per month until paid in full. All payments shall be due and payable on the first day of each month, commencing May 1, 2006.
3. When said purchase price is paid in full, the premises are to be conveyed free and clear of all liens and encumbrances and the title to the same is to be good and marketable, under and subject to all exceptions, reservations and conditions as contained in prior deeds of conveyance. Rights-of-way in favor of public utilities shall not affect marketability of title. "Good and marketable title" is such title as would be insurable by a title insurance company doing business in the Commonwealth of Pennsylvania at regular rates.
4. All payments made hereunder shall be made to Seller at the following address, unless otherwise advised by Seller:
PO Box 93, Grampian, PA 16838
5. Buyer shall pay and be solely responsible for all utility service to the premises beginning from the date of actual possession of the premises. This shall include, by way of example and not in limitation, electric, telephone, cable television, garbage, water, sewer and fuel for heat.

6. All real estate taxes and premiums for insurance on the premises due subsequent to the date of this Agreement shall be the responsibility of Buyer, and shall be paid in a timely fashion. Real estate taxes shall be paid by Buyer at either the discount or face amount. Sellers shall promptly provide Buyer with said tax statements and statements for insurance premiums when received. Buyer shall forward payment to Sellers who shall then make payment in a timely manner to the applicable party.
7. Buyer shall also be responsible for any increase in real estate taxes, whether due to reassessment or whether caused by increased assessment based upon improvements, whether such improvements shall be made by the Buyer or whether due to improvements made by any government units or federal, state or local government units or their agencies.
8. From the date of the execution of this Agreement, Buyer shall assume and be responsible for all municipal assessments levied against the real estate described herein, including but not limited to assessments for street improvements, curb improvements, water improvements and sanitary and storm sewer improvements. Any such assessments shall be forwarded by Sellers to Buyer for payment in accordance with this Agreement.
9. Buyer warrants that no mechanics' liens or any type of encumbrance or lien shall be filed against the said premises during the term of this Agreement, and shall indemnify and save Sellers harmless from any mechanics' lien or any type of encumbrance or lien that is filed against the premises during the term of this Agreement.

10. Buyer agrees to make all payments promptly and does bind herself, her heirs, executors, administrators and assigns, faithfully to do so.
11. At the time of settlement, transfer taxes, if any, due upon said transfer shall be paid by one-half (1/2) by Buyer and one-half (1/2) by Sellers.
12. Buyer shall be responsible to insure her personal property stored in or upon the property which is the subject of this Agreement.
13. Buyer agrees that no structural improvements shall be made to the premises without the consent of the Sellers. Sellers agree that consent to any such improvement shall not be unreasonably withheld.
14. This Agreement shall not be assignable by the Buyer without the written consent of the Sellers. Buyer may not sublet any portion of the premises without the written consent of the Sellers.
15. In the event Buyer fails to make any installment payment for a period of sixty (60) days after the date when it is due, then Buyer shall be considered in default and Sellers may treat such failure as a default and at the option of Sellers this Agreement shall become null and void.
16. Whenever default is made in the terms and conditions of this Agreement, by reason of which Sellers has the right to terminate the Agreement, Sellers shall, as a condition precedent to the exercise of such right, serve Buyer with a written notice of termination. The notice shall be served personally, by registered mail, or by certified mail sent to the last known address of Buyer. Such notice shall specify the nature of the default. The date of termination specified in the notice shall in no case be less than thirty (30) days after the date upon which service of

the notice is made upon the Buyer, in the manner hereinbefore provided, where default is because of failure to make payment when due.

17. In the event of any default by the Buyer in the payment of the balance due under this Agreement, or any other provision of this Agreement, any amounts paid by Buyer under this Agreement shall be forfeited to Sellers as liquidated damages for failure to fulfill this Agreement and Sellers may institute an action for the recovery of the balance.
18. If the Buyer is in possession of the premises at the time the Sellers shall declare this Agreement terminated, Buyer hereby authorizes any attorney, as attorney for the Buyer, to sign an agreement for the entry in any competent court, an amicable action in ejectment and confession of judgment for the premises, in favor of the Sellers and against the Buyer, or her heirs and assigns, with the right to enter a writ for possession of said premises, the Buyer waiving any and all errors in said proceedings, stay of any writ and right of appeal therefrom.
19. Sellers agree to execute, acknowledge and deliver a deed conveying said premises to Buyer in accordance with the terms and conditions of this Agreement at the time of payment in full of the purchase price set forth herein above. The cost of the preparation of said deed shall be paid by the Buyer at the time of settlement.
20. It is understood that Buyer has inspected the property or hereby waives the right to do so and has agreed to purchase it as a result of such inspection and not because of, or in reliance on, any representation made by the Sellers, and therefore, is purchasing the said premises in an "as is" condition.

Notwithstanding the above, Sellers shall warrant against any and all plumbing, electrical and heating defects on the said premises for a period of thirty (30) days from the date of this Agreement, during which time Sellers shall be responsible for any and all repairs to same. After the expiration of the said thirty (30) day period, the Buyer shall be responsible for such maintenance and repair. Sellers also warrant that, as of the date of execution of this Agreement, to the best of their knowledge, information and belief, there are no code or zoning violations involving the property, which is the subject of this Agreement.

21. Except as provided herein, Buyer shall be responsible for the maintenance and repair of the premises, including the exterior, yard and sidewalks. Buyer shall keep the premises in good repair and shall abide by all building and zoning regulations imposed by any and all local, state and federal agency. Sellers shall have the right to inspect the premises from time to time with reasonable notice to Buyer. In the event that Sellers is required to make any repairs to the premises to meet insurance or code requirements, Buyer shall reimburse Sellers for the cost of said repairs within sixty (60) days from date of billing.
22. Buyer may prepay any amount on the balance owed without penalty.
23. Final settlement shall be held within thirty (30) days of the last payment made by Buyer, at which time Sellers shall deliver to Buyer for recording the special warranty deed referred to hereinabove.
24. This Agreement is to extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

FROM : BEH&P

04/24/2006 15:13

PHONE NO. : 814 236 1884

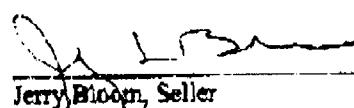
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Apr. 24 2006 02:53PM PT

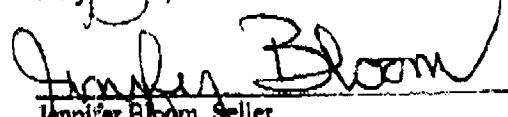
NO. 250 GMS

25. This Agreement shall not be recorded in the Office for the Recorder of Deeds of Clearfield County or in any other public registry. Any such recording shall be considered a breach of this Agreement and shall entitle Sellers to immediate possession of the premises, forfeiture of any and all amounts paid thereunder, and any other remedy available under this Agreement or otherwise available at law or in equity.

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



Jerry Bloom, Seller



Jennifer Bloom, Seller

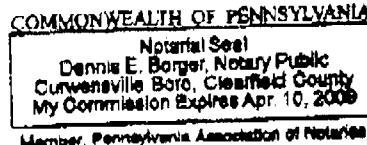


Rhonda Serena, Buyer

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF CLEARFIELD
 SEALED AND SWORN BEFORE ME
 THIS 21ST DAY OF APRIL, 2006



DENNIS E. BOLGER



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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
vs. :
No. 08 - 427 - C.D.
RHONDA SERENA, :
Defendant :
:

CONFESSTION OF JUDGMENT
PURSUANT TO Pa.R.C.P. 2971 (b)

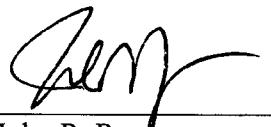
Pursuant to the authority contained in the warrant of attorney, the original or a copy of which is attached to the Complaint filed in this action, I appear for the Defendant and confess judgment in ejectment in favor of the Plaintiffs and against the Defendant for possession of the real property described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

BEGINNING at a corner of Daisy Street and Lot No, 100 and extending along Lot No. 100, one hundred sixty two (162) feet to line of Bigler Avenue fifty (50) feet to corner of Lot No. 102; thence along Lot No. 102, one hundred sixty two (162) feet to Daisy Street; thence along Daisy Street fifty (50) feet to place of beginning. Being Lot No. 101 in the T. W. Barret Addition to the Borough of Clearfield. Further being the same premises conveyed to Jerry L. Bloom by deed of Donald L. Hoyt and Maxine E. Hoyt, husband and wife, dated June 15, 1998 and recorded at Clearfield County Deed and Record Book Volume 1941,

Page 418.

FILED
01/10/2008
MAR 12 2008
Prost, William A. Shaw
Clerk of Courts
1CC Sheriff
2CC Atty Ryan

BELIN, KUBISTA & RYAN LLP


John R. Ryan
Attorney for Defendant

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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
vs. | : No. 08 - 427 - C.D.
RHONDA SERENA, :
Defendant :
|

**PETITION TO COMPEL FILING OF
SHERIFF'S RETURN**

Filed on behalf of
Plaintiffs

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED 3cc
04/29/2008 AM
APR 29 2008 Ryan

William A. Shaw
Prothonotary/Clerk of Courts

62

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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
:
vs. : No. 08 - 427 - C.D.
:
RHONDA SERENA, :
Defendant :
:

PETITION TO COMPEL FILING OF SHERIFF'S RETURN

NOW COMES, Jerry L. Bloom and Jennifer Bloom, husband and wife, Plaintiffs above named, and by their Attorneys, Belin, Kubista & Ryan, LLP, petition the Honorable Court as follows:

1. The above captioned action was commenced by the filing of a Complaint on March 12, 2008, together with a Confession of Judgment Pursuant to Pa. R.C.P. 2971(b).
2. Pursuant to the Rules of Civil Procedure, a certified copy of the said Complaint was delivered to the Clearfield County Sheriff's Office for service upon the Defendant, Rhonda Serena, together with the required advance costs of service.
3. Petitioners, through counsel, were advised by the Clearfield County Sheriff's Office that after several attempts, the Defendant was unable to be found and service could not be made.
4. Petitioners wish to seek an Order for alternate service, however, require that the Sheriff's return be filed.
5. Counsel for Petitioners has been advised by the Sheriff's Office by phone that said Office will not be filing a return for several weeks, if not later.

6. The fact that the Clearfield County Sheriff's Office has failed to perform its duties in a timely manner will prejudice Petitioners, in that said failure represents a breakdown in the judicial system which prevents Petitioners from obtaining relief they are clearly entitled to under the Pennsylvania Rules of Civil Procedure and applicable case law.

WHEREFORE, Petitioners request that the Honorable Court enter an Order compelling the Clearfield County Sheriff to immediately file a Return indicating that service cannot be made in the above matter in order that the case may proceed.

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Plaintiffs

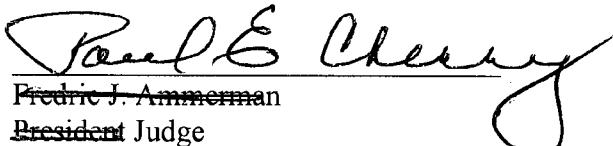
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Plaintiffs :
:
vs. : No. 08 - 427 - C.D.
:
RHONDA SERENA, :
Defendant :
:

ORDER

AND NOW, this 1st day of May, 2008, upon consideration of the foregoing Petition, it is the ORDER of this Court that the Clearfield County Sheriff's Office immediately file their return indicating whether service was made on the Defendant in the above-captioned matter.

BY THE COURT:


Fredric J. Ammerman
President Judge

FILED *OK*
C 1:34 P.M. GR 3cc Atty J. Ryan
MAY 01 2008 1cc Sheriff
William A. Shaw (without memo)
Prothonotary/Clerk of Courts

FILED

MAY 01 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5-1-08

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:

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103869**

JERRY L. BLOOM and JENNIFER BLOOM husband & wife

Case # 08-427-CD

vs.

RHONDA SERENA

TYPE OF SERVICE COMPLAINT FOR CONFESSION OF JUDGMENT

SHERIFF RETURNS

FILED
03/22/08
MAY 01 2008
JM

William A. Shaw
Prothonotary/Clerk of Courts

NOW May 01, 2008 RETURNED THE WITHIN COMPLAINT FOR CONFESSION OF JUDGMENT "NOT SERVED, TIME EXPIRED" AS TO RHONDA SERENA, DEFENDANT. ATTEMPTED, WON'T ANSWER THE DOOR

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BELIN	24581	10.00
SHERIFF HAWKINS	BELIN	24581	20.41

Sworn to Before me This

____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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:
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:

CONFESION OF JUDGMENT
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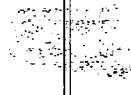
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I hereby certify this to be a true ^{Page 418.}
and attested copy of the original
statement filed in this case.

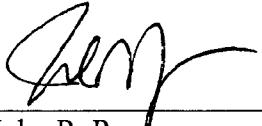
BELIN, KUBISTA & RYAN LLP

MAR 12 2008

Attest,



William L. Ryan
Prothonotary/
Clerk of Courts


John R. Ryan
Attorney for Defendant

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CIVIL DIVISION

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Plaintiffs :
vs. : No. 08-427-C.D.
RHONDA SERENA, :
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**COMPLAINT FOR CONFESSION OF
JUDGMENT FOR POSSESSION OF
REAL PROPERTY**

Filed on behalf of:
Plaintiffs

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

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statement filed in this case.

MAR 12 2008

Attest.



William L. Green
Prothonotary/
Clerk of Courts

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

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JENNIFER BLOOM, husband and wife,	:	
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	:	
vs.	:	No. 08 - - C.D.
	:	
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Defendant	:	

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FOR POSSESSION OF REAL PROPERTY

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e.	Real Estate Taxes	\$ 409.27
f.	Costs	<u>\$ 120.00</u>
	Total Amount	\$ 34,606.22

WHEREFORE, Plaintiffs demand that judgment be entered in their favor and against the Defendant for possession of the above described premises at 1410 Daisy Street, Clearfield,

Clearfield County, Pennsylvania.

BELIN, KUBISTA & RYAN LLP

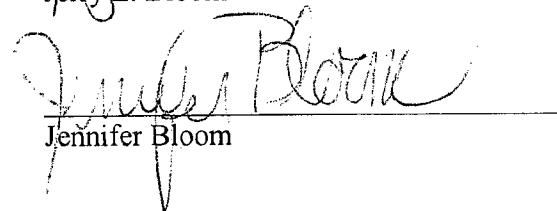


John R. Ryan
Attorney for Plaintiffs

We verify that the statements made in this Complaint are true and correct. We understand that false statements herein are made subject to the penalties of Pa. C.S. 4904, relating to unsworn falsification to authorities.



Jerry L. Bloom



Jennifer Bloom

FROM : BEH&P

04.24.2006 03:31

PHONE NO. : 814 236 1884

Apr. 24 2006 03:52P11 F1

RECEIVED KURTISmith 4/24/2006

AGREEMENT OF SALE

AGREEMENT made this 21st day of April, 2006, by and between JERRY L. BLOOM, and JENNIFER BLOOM, husband and wife, of Curwensville, Pennsylvania, hereinafter called "Sellers" and RHONDA SERINA, an adult individual, of 1410 Daisy Street, Clearfield, Pennsylvania, hereinafter called "Buyer".

WITNESSETH, that the parties hereto, intending to be legally bound, mutually agree as follows:

1. Sellers agree to sell and convey to Buyer, who agrees to purchase, all their right, title and interest in that certain piece or parcel of land with improvements thereon situated in Lawrence Township, Clearfield County, Pennsylvania, having an address of 1410 Daisy Street, Clearfield, and being the same premises as conveyed to Jerry L. Bloom by deed of Donald L. Hoyt and Maxine E. Hoyt, husband and wife, dated June 15, 1998 and recorded at Clearfield County Deed and Record Book 1941, Page 418. The said property is more specifically described as follows:

BEGINNING at a corner of Daisy Street and Lot No. 100 and extending along Lot No. 100, one hundred sixty-two (162) feet to line of Bigler Avenue fifty (50) feet to corner of Lot No. 102; thence along Lot No. 102, one hundred sixty-two (162) feet to Daisy Street; thence along Daisy Street fifty (50) feet to place of beginning. Being Lot No. 101 in the T. W. Barret Addition to the Borough of Clearfield.

2. The purchase price for said premises shall be the sum of Twenty-Eight Thousand (\$28,000.00) Dollars, payable as follows:

- a. The sum of Two Thousand (\$2,000.00) Dollars paid at the time of execution of this Agreement, receipt of which by Sellers is hereby acknowledged.
- b. The balance of Twenty-Six Thousand (\$26,000.00) Dollars shall be paid to Sellers over a term of ten (10) years, with interest at the rate of Ten Per Cent (10%) per annum, in monthly installments of Three Hundred Forty-Three and 59/100 (\$343.59) Dollars per month until paid in full. All payments shall be due and payable on the first day of each month, commencing May 1, 2006.
3. When said purchase price is paid in full, the premises are to be conveyed free and clear of all liens and encumbrances and the title to the same is to be good and marketable, under and subject to all exceptions, reservations and conditions as contained in prior deeds of conveyance. Rights-of-way in favor of public utilities shall not affect marketability of title. "Good and marketable title" is such title as would be insurable by a title insurance company doing business in the Commonwealth of Pennsylvania at regular rates.
4. All payments made hereunder shall be made to Sellers at the following address, unless otherwise advised by Sellers:
PO Box 93, Grampian, PA 16838
5. Buyer shall pay and be solely responsible for all utility service to the premises beginning from the date of actual possession of the premises. This shall include, by way of example and not in limitation, electric, telephone, cable television, garbage, water, sewer and fuel for heat.

6. All real estate taxes and premiums for insurance on the premises due subsequent to the date of this Agreement shall be the responsibility of Buyer, and shall be paid in a timely fashion. Real estate taxes shall be paid by Buyer at either the discount or face amount. Sellers shall promptly provide Buyer with said tax statements and statements for insurance premiums when received. Buyer shall forward payment to Sellers who shall then make payment in a timely manner to the applicable party.
7. Buyer shall also be responsible for any increase in real estate taxes, whether due to reassessment or whether caused by increased assessment based upon improvements, whether such improvements shall be made by the Buyer or whether due to improvements made by any government units or federal, state or local government units or their agencies.
8. From the date of the execution of this Agreement, Buyer shall assume and be responsible for all municipal assessments levied against the real estate described herein, including but not limited to assessments for street improvements, curb improvements, water improvements and sanitary and storm sewer improvements. Any such assessments shall be forwarded by Sellers to Buyer for payment in accordance with this Agreement.
9. Buyer warrants that no mechanics' liens or any type of encumbrance or lien shall be filed against the said premises during the term of this Agreement, and shall indemnify and save Sellers harmless from any mechanics' lien or any type of encumbrance or lien that is filed against the premises during the term of this Agreement.

10. Buyer agrees to make all payments promptly and does bind herself, her heirs, executors, administrators and assigns, faithfully to do so.
11. At the time of settlement, transfer taxes, if any, due upon said transfer shall be paid by one-half (1/2) by Buyer and one-half (1/2) by Sellers.
12. Buyer shall be responsible to insure her personal property stored in or upon the property which is the subject of this Agreement.
13. Buyer agrees that no structural improvements shall be made to the premises without the consent of the Sellers. Sellers agree that consent to any such improvement shall not be unreasonably withheld.
14. This Agreement shall not be assignable by the Buyer without the written consent of the Sellers. Buyer may not sublet any portion of the premises without the written consent of the Sellers.
15. In the event Buyer fails to make any installment payment for a period of sixty (60) days after the date when it is due, then Buyer shall be considered in default and Sellers may treat such failure as a default and at the option of Sellers this Agreement shall become null and void.
16. Whenever default is made in the terms and conditions of this Agreement, by reason of which Sellers has the right to terminate the Agreement, Sellers shall, as a condition precedent to the exercise of such right, serve Buyer with a written notice of termination. The notice shall be served personally, by registered mail, or by certified mail sent to the last known address of Buyer. Such notice shall specify the nature of the default. The date of termination specified in the notice shall in no case be less than thirty (30) days after the date upon which service of

the notice is made upon the Buyer, in the manner hereinbefore provided, where default is because of failure to make payment when due.

17. In the event of any default by the Buyer in the payment of the balance due under this Agreement, or any other provision of this Agreement, any amounts paid by Buyer under this Agreement shall be forfeited to Sellers as liquidated damages for failure to fulfill this Agreement and Sellers may institute an action for the recovery of the balance.
18. If the Buyer is in possession of the premises at the time the Sellers shall declare this Agreement terminated, Buyer hereby authorizes any attorney, as attorney for the Buyer, to sign an agreement for the entry in any competent court, an amicable action in ejectment and confession of judgment for the premises, in favor of the Sellers and against the Buyer, or her heirs and assigns, with the right to enter a writ for possession of said premises, the Buyer waiving any and all errors in said proceedings, stay of any writ and right of appeal therefrom.
19. Sellers agree to execute, acknowledge and deliver a deed conveying said premises to Buyer in accordance with the terms and conditions of this Agreement at the time of payment in full of the purchase price set forth herein above. The cost of the preparation of said deed shall be paid by the Buyer at the time of settlement.
20. It is understood that Buyer has inspected the property or hereby waives the right to do so and has agreed to purchase it as a result of such inspection and not because of, or in reliance on, any representation made by the Sellers, and therefore, is purchasing the said premises in an "as is" condition.

Notwithstanding the above, Sellers shall warrant against any and all plumbing, electrical and heating defects on the said premises for a period of thirty (30) days from the date of this Agreement, during which time Sellers shall be responsible for any and all repairs to same. After the expiration of the said thirty (30) day period, the Buyer shall be responsible for such maintenance and repair. Sellers also warrant that, as of the date of execution of this Agreement, to the best of their knowledge, information and belief, there are no code or zoning violations involving the property, which is the subject of this Agreement.

21. Except as provided herein, Buyer shall be responsible for the maintenance and repair of the premises, including the exterior, yard and sidewalks. Buyer shall keep the premises in good repair and shall abide by all building and zoning regulations imposed by any and all local, state and federal agency. Sellers shall have the right to inspect the premises from time to time with reasonable notice to Buyer. In the event that Sellers is required to make any repairs to the premises to meet insurance or code requirements, Buyer shall reimburse Sellers for the cost of said repairs within sixty (60) days from date of billing.
22. Buyer may prepay any amount on the balance owed without penalty.
23. Final settlement shall be held within thirty (30) days of the last payment made by Buyer, at which time Sellers shall deliver to Buyer for recording the special warranty deed referred to hereinabove.
24. This Agreement is to extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

FROM : BEH&P
04/26/2006 15:13PHONE NO. : 814 236 1884
RELTIN KUBISTA - 7659231Apr. 24 2006 02:53PM PT
NO. 250 GBS

25. This Agreement shall not be recorded in the Office for the Recorder of Deeds of Clearfield County or in any other public registry. Any such recording shall be considered a breach of this Agreement and shall entitle Sellers to immediate possession of the premises, forfeiture of any and all amounts paid thereunder, and any other remedy available under this Agreement or otherwise available at law or in equity.

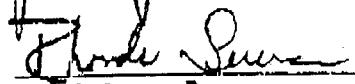
IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.



Jerry Bloom, Seller

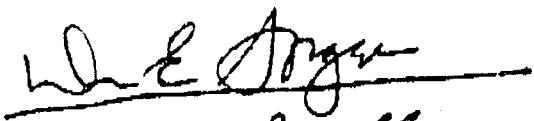


Jennifer Bloom, Seller

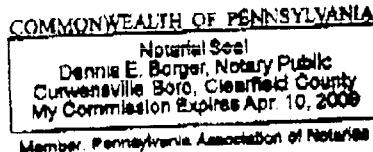


Rhonda Serena, Buyer

Commonwealth of Pennsylvania
County of CLEARFIELD
SEALED AND SWORN BEFORE ME
THIS 21ST DAY OF APRIL, 2006



DENNIS E. BERGER



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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
vs. :
No. 08 - 427 - C.D.
RHONDA SERENA, :
Defendant :
:

**MOTION FOR SERVICE PURSUANT
TO Pa. R.C.P. 430**

Filed on behalf of
Plaintiffs

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED 2cc
05/12/08 Atty Ryan
MAY 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
: :
vs. : No. 08 - 427 - C.D.
: :
RHONDA SERENA, :
Defendant :
:

MOTION FOR SERVICE PURSUANT TO
Pa. R.C.P. 430

NOW COMES, Jerry L. Bloom and Jennifer Bloom, husband and wife, Plaintiffs above named, and by their Attorneys, Belin, Kubista & Ryan, LLP, move the Honorable Court as follows:

1. Movants are the Plaintiffs in the above captioned action for Confession of Judgment for Possession of Real Property, and filed their complaint on March 12, 2008.
2. A true and correct copy of the said Complaint was delivered to the Sheriff for service in accordance with the applicable Rules of Civil Procedure; however, the Sheriff has been unable to make service as shown by a copy of the return filed, which is attached hereto as Exhibit "A".
3. Movants have filed this action to regain possession of certain real property owned by them, which is believed to be in the possession of the Defendant and which represents her last known address.
4. The said Sheriff's return indicates that the Defendant has failed to answer the door, which leads Movants to believe that she is intentionally attempting to avoid service.

5. Movants believe and therefore aver that the circumstances of this case warrant an Order directing that the Complaint may be served by another means. Attached hereto is an Affidavit as required by Pennsylvania Rule of Civil Procedure 430.

WHEREFORE, Movants request that the Court issue an Order directing that service be made having a constable attempt to personally serve the Defendant, and failing that to have said constable post a true and correct copy at the premises which are the subject of this action, with service to be made effective with the said posting.

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Plaintiffs

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

103869

JERRY L. BLOOM and JENNIFER BLOOM husband & wife

Case # 08-427-CD

vs.

RHONDA SERENA

TYPE OF SERVICE COMPLAINT FOR CONFESSION OF JUDGMENT

SHERIFF RETURNS

NOW May 01, 2008 RETURNED THE WITHIN COMPLAINT FOR CONFESSION OF JUDGMENT "NOT SERVED, TIME EXPIRED" AS TO RHONDA SERENA, DEFENDANT. ATTEMPTED, WON'T ANSWER THE DOOR

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BELIN	24581	10.00
SHERIFF HAWKINS	BELIN	24581	20.41

Sworn to Before me This

____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT "A"

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

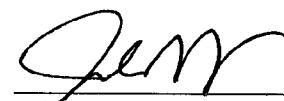
JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
vs. :
No. 08 - 427 - C.D.
RHONDA SERENA, :
Defendant :
:

AFFIDAVIT

JOHN R. RYAN, being duly sworn according to law, deposes and states that he is the attorney for the Plaintiffs and he believes and therefore avers that Defendant Rhonda Serena resides at 1410 Daisy Street, Clearfield, Pennsylvania, which is the address for the real property which is the subject matter of this litigation. Rhonda Serena has at no time advised Plaintiffs or this affiant that she has left that address, nor has she provided a different address. She has previously been served with correspondence at that address by a constable. Affiant believes that she has been avoiding service by the Clearfield County Sheriff and that she still resides at that address.

Affiant further avers that he has no reason to believe that Defendant has relocated, either to another residence in Clearfield County, or elsewhere. Affiant believes that Defendant is simply attempting to avoid service.

BELIN, KUBISTA & RYAN LLP

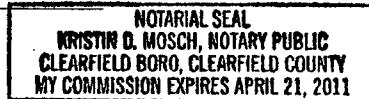

John R. Ryan
Attorney for Plaintiffs

Sworn to and subscribed before me

this 12th day of May, 2008.

Kristin D. Mosch

Notary Public
My Commission Expires:



FILED

MAY 12 2008

William A. Shaw
Prothonotary/Clerk of Courts



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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
:
vs. : No. 08 - 427 - C.D.
:
RHONDA SERENA, :
Defendant :
:

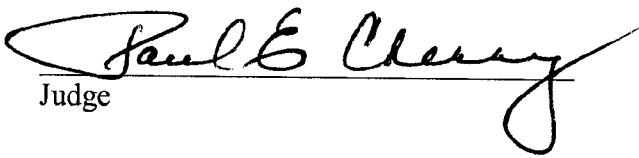
ORDER

AND NOW, this *13th* day of May, 2008, upon consideration of the foregoing Motion, and the Affidavit filed in support thereof, it is the ORDER of this Court that said Motion be and is hereby GRANTED.

Service in the above captioned matter may be made by the following means:

- a. Personal service by a constable, if possible;
- b. In the event that a constable is unable to effect personal service, service may be made by posting a true and correct copy of the document to be served in a prominent location on the premises at 1410 Daisy Street, Clearfield, Pennsylvania.

BY THE COURT:


Judge

FILED *acc*
09:35 AM MAY 14 2008 *Atty Ryan*
(610)

William A. Shaw
Prothonotary/Clerk of Courts

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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
: vs. : No. 08 - 427 - C.D.
: :
RHONDA SERENA, :
Defendant :
:

AFFIDAVIT OF SERVICE

Filed on behalf of
Plaintiffs

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED No CC.
0/11:00pm
MAY 20 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
:
vs. : No. 08 - 427 - C.D.
:
RHONDA SERENA, :
Defendant :
:

AFFIDAVIT OF SERVICE

This is to certify that a certified copy of the Complaint for Confession of Judgment and Confession of Judgment filed on behalf of JERRY L. BLOOM and JENNIFER BLOOM, Plaintiffs in the above-captioned matter were served on the Defendant, RHONDA SERENA, on May 17, 2008, in the place and manner set forth in the attached Affidavit of Service executed by R. Stuart Auber, Constable.

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA

JERRY L. & JENNIFER BLOOM * NO. 08-427-CD
VS *
RHONDA SERENA *

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
SS:

COUNTY OF CLEARFIELD
I R. STUART AUBER, BEING FIRST DULLY SWORN AND ACCORDING
TO LAW, DEPOSES AND SAYS:

1. THAT HE IS A CONSTABLE FOR THE COUNTY OF CLEARFIELD AND THE STATE OF PENNSYLVANIA, AND NOT A PARTY TO THE WITHIN ACTION.
2. THAT ON THE 17 DAY OF MAY, HE, HE SERVED A TRU AND CORRECT COPY OF A CONFESSSION OF JUDGMENT UPON RHONDA SERNEA, AT 1410 DAISY ST, IN THE CITY, BORO, VILLAGE OF , TOWNSHIP OF LAWRENCE, COUNTY OF CLEARFIELD PENNSYLVANIA, BY THEN AND THERE AT THE PLACE AND TIME NOTED ABOVE, DELIVERED TO POST ON DOOR A TRUE AND CORRECT COPY OF THE STATED DOCUMENTS. TIME OF THIS SERVICE WAS AT 1720 HOURS.

R. STUART AUBER, CONSTABLE
CERTIFICATION B000802

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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
:
vs. : No. 08 - 427 - C.D.
:
RHONDA SERENA, :
Defendant :
:

**NOTICE UNDER RULE 2973.3 OF
JUDGMENT AND EXECUTION
THEREON**

Filed on behalf of
Plaintiffs

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED 3CC
01301501 Atty Ryan
JUL 29 2008
(LM)

William A. Shaw
Prothonotary/Clerk of Courts

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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
:
vs. : No. 08 - 427 - C.D.
:
RHONDA SERENA, :
Defendant :
:

NOTICE UNDER RULE 2973.3 OF JUDGMENT
AND EXECUTION THEREON

NOTICE OF DEFENDANT'S RIGHTS

TO: RHONDA SERENA

A judgment for possession of real property has been entered against you and in favor of the Plaintiff without prior notice and hearing based on a confession of judgment contained in a promissory note or other document allegedly executed by you. The Court has issued and the sheriff has served a writ of possession which directs the sheriff to remove you from possession of the real property.

You may have legal rights to defeat the judgment or to prevent your being removed from the property or to regain possession of the property if you have been removed, if you did not voluntarily, intelligently and knowingly give up your constitutional right to notice and hearing prior to the entry of judgment or if you have defenses or other valid objections to the judgment.

ANY PETITION SEEKING RELIEF FROM THE JUDGMENT AND TO REGAIN
POSSESSION MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE DATE ON
WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

If you have been removed from the property without notice or the opportunity for a hearing, you have a right to a prompt court hearing if you claim that you did not voluntarily, intelligently and knowingly give up your rights to notice and hearing prior to the entry of the judgment. If you wish to exercise this right, you must immediately fill out and sign the request for hearing which accompanies the writ of possession and deliver it which accompanies the writ of possession and deliver it to the Sheriff of Clearfield County at Clearfield County Courthouse, Market & Second Street, Clearfield, Pennsylvania, 16830.

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Market & Second Street
Clearfield, PA 16830
(814) 765-2641, Ext. 1300

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Plaintiffs
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
:
vs. : No. 08 - 427 - C.D.
:
RHONDA SERENA, :
Defendant :
:

REQUEST FOR PROMPT HEARING

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

I verify that the statements made in this request for hearing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Notice of the hearing should be given to me at: Rhonda Serena, 1410 Daisy Street, Clearfield, Pennsylvania, telephone number (814) 592-7478.

Date: _____

Rhonda Serena

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

JERRY L. BLOOM and
JENNIFER BLOOM, husband and wife,
Plaintiffs

vs. No. 08 - 427 - C.D.

RHONDA SERENA,
Defendant

**PRAECIPE FOR WRIT OF
POSSESSION UPON A CONFESSED
JUDGMENT**

Filed on behalf of
Plaintiffs

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED
07/31/2008 Atty pd 20.00
JUL 29 2008 3CC 3wnts
William A. Shaw to Atty Ryan
Prothonotary/Clerk of Courts

FILED

JUL 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

NONREFUNDABLE

100-000000000000000000

NONREFUNDABLE

NONREFUNDABLE

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NONREFUNDABLE

NONREFUNDABLE

NONREFUNDABLE

W.A. Shaw
William A. Shaw

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

WRIT OF POSSESSION

**Jerry L. Bloom
Jennifer Bloom**

Plaintiff(s)

Vs.

NO.: 2008-00427-CD

Rhonda Serena

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to:

BEGINNING at a corner of Daisy Street and Lot No. 100 and extending along Lot No. 100, one hundred sixty-two (162) feet to line of Bigler Avenue fifty (50) feet to corner of Lot No. 102; thence along Lot No. 102, one hundred sixty-two (162) feet to Daisy Street; thence along Daisy Street fifty (50) feet to place of beginning. Being Lot No. 101 in the T. W. Barret Addition to the Borough of Clearfield. Further being the same premises conveyed to Jerry L. Bloom by deed of Donald L. Hoyt and Maxine E. Hoyt, husband and wife, dated June 15, 1998, and recorded at Clearfield County Deed and Record (Specific Description) Book Volume 1941, page 418.

(2) To satisfy the costs against Defendant(s) you are directed to levy upon the above listed property of Defendant(s) and sell his/their interests therein.

July 27, 2008
Date

William A. Shaw

William A. Shaw, Prothonotary

Received writ this _____ day of _____
A.D. _____
at _____ a.m./p.m.

Sheriff

REQUESTING PARTY NAME: Jerry L. Bloom and Jennifer Bloom
ATTORNEY FILING: John R. Ryan, Esq.

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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
:
vs. : No. 08 - 427 - C.D.
:
RHONDA SERENA, :
Defendant :
:

**PRAECIPE FOR WRIT OF
POSSESSION UPON A CONFESSED
JUDGMENT**

Filed on behalf of
Plaintiffs

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED
01/31/2008 Atty ad. 20.00
JUL 29 2008 3CC & 3wnts
William A. Shaw to Atty Ryan
Prothonotary/Clerk of Courts

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

JERRY L. BLOOM and :
JENNIFER BLOOM, husband and wife, :
Plaintiffs :
:
vs. : No. 08 - 427 - C.D.
:
RHONDA SERENA, :
Defendant :
:

PRAECIPE FOR WRIT OF POSSESSION
UPON A CONFESSED JUDGMENT

To the Prothonotary:

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

CERTIFICATION

I certify that:

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

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

WRIT OF POSSESSION

**Jerry L. Bloom
Jennifer Bloom**

Plaintiff(s)

Vs.

NO.: 2008-00427-CD

Rhonda Serena

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to:

BEGINNING at a corner of Daisy Street and Lot No. 100 and extending along Lot No. 100, one hundred sixty-two (162) feet to line of Bigler Avenue fifty (50) feet to corner of Lot No. 102; thence along Lot No. 102, one hundred sixty-two (162) feet to Daisy Street; thence along Daisy Street fifty (50) feet to place of beginning. Being Lot No. 101 in the T. W. Barret Addition to the Borough of Clearfield. Further being the same premises conveyed to Jerry L. Bloom by deed of Donald L. Hoyt and Maxine E. Hoyt, husband and wife, dated June 15, 1998, and recorded at Clearfield County Deed and Record (Specific Description) Book Volume 1941, page 418.

(2) To satisfy the costs against Defendant(s) you are directed to levy upon the above listed property of Defendant(s) and sell his/their interests therein.

July 29, 2008
Date



William A. Shaw, Prothonotary

Received writ this _____ day of
A.D. _____
at _____ a.m./p.m.

Sheriff

REQUESTING PARTY NAME: Jerry L. Bloom and Jennifer Bloom
ATTORNEY FILING: John R. Ryan, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-427-CD

JERRY L. BLOOM and JENNIFER BLOOM, husband & wife
VS
RHONDA SERENA

SERVICE # 1 OF 1

WRIT OF POSSESSION;NOTICE UNDER RULE 2973.3

SERVE BY: 08/07/2008 ASAP HEARING: PAGE: 104470

DEFENDANT: RHONDA SERENA
ADDRESS: KURTZ BROTHERS, 400 REED ST.
CLEARFIELD, PA 16830

[INFORM INDIVIDUAL(s) SERVED THAT
THEY HAVE TEN (10) DAYS FROM
DATE OF SERVICE TO VACATE
PREMISES]

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED

07/31/2008
AUG 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, THIS 5th day of AUG 2008 AT 11:44 AM SERVED THE WITHIN

WRIT OF POSSESSION;NOTICE UNDER RULE 2973.3 ON RHONDA SERENA, DEFENDANT

BY HANDING TO Rhonda Serena

, DeP

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 400 REED St. CLPD

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF POSSESSION;NOTICE UNDER RULE 2973.3 FOR RHONDA SERENA

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO RHONDA SERENA

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: DeP. George J. DeHaven
Deputy Signature

DeP. George J. DeHaven
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO. 08-427-CD

JERRY L. BLOOM & JENNIFER BLOOM
-vs-
RHONDA SERENA

Page: 104470

SHERIFF'S RETURN --- POSSESSION/LOCKOUT

DEFENDANT (s): RHONDA SERENA

Person Served: Rhonda Serena

ADDRESS: 1410 DAISY ST.

CLEARFIELD, PA.

POSSESSION SERVED: 8/5/2008 SERVED BY: DeHaven

LOCKOUT DATE: September 24, 2008 @ 10:00am

LOCKOUT COMPLETED: Date: 9/24/08 Time: 10am

COMMENTS: all possessions still in residence

SWORN TO BEFORE ME THIS

DAY OF _____

So Answers: CHESTER A. HAWKINS

BY:

W. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

FILED
013:52 PM
SEP 29 2008
Clerk
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104470
NO: 08-427-CD
SERVICES 1
WRIT OF POSSESSION;NOTICE UNDER RULE

2973.3

PLAINTIFF: JERRY L. BLOOM and JENNIFER BLOOM, husband & wife
vs.
DEFENDANT: RHONDA SERENA

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BELIN	25251	10.00
SHERIFF HAWKINS	BELIN	25251	52.42

FILED
0/3/36 LM
OCT 01 2008
S
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff