

08-1813-CD  
Larry Howe et al vs Robert Elensky

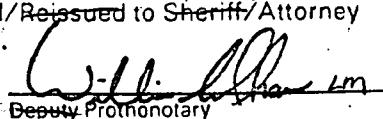
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LARRY R. HOWE, JR. AND : No. 2008- 1813 -CD  
JOY L. HOWE, :  
Plaintiffs :  
vs. : Type of Pleading:  
ROBERT D. ELENSKY, : Complaint for Specific Performance  
Defendant : Filed on Behalf of:  
Plaintiffs :  
: Counsel for this Party:  
: Ann B. Wood, Esquire  
: Supreme Court No. 23364  
: Bell, Silberblatt & Wood  
: 318 East Locust Street  
: P.O. Box 670  
: Clearfield, PA 16830  
: (814) 765-5537  
:

FILED PA \$95.00  
9/11/15 cm  
SEP 25 2008  
W.A. Shaw  
Wood

William A. Shaw  
Prothonotary/Clerk of Courts

November 5, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
William A. Shaw  
Deputy Prothonotary

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

LARRY R. HOWE, JR. and	:	
JOY L. HOWE,	:	
Plaintiffs	:	
	:	
vs.	:	No. 2008- -CD
	:	
ROBERT D. ELENSKY	:	
Defendant	:	

**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 Plaintiffs. 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 FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 East Market Street  
Clearfield, Pennsylvania 16830  
Telephone (814) 765-2641 Ex. 5988

BELL, SILBERBLATT & WOOD  
By:

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney for Plaintiffs

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

LARRY R. HOWE, JR. and	:	
JOY L. HOWE,	:	
Plaintiffs	:	
	:	
vs.	:	No. 2008- -CD
	:	
ROBERT D. ELENSKY	:	
Defendant	:	

**COMPLAINT FOR SPECIFIC PERFORMANCE**

NOW COMES the Plaintiffs, Larry R. Howe, Jr. and Joy L. Howe, by their attorney, Ann B. Wood, Esquire, and sets forth their Complaint as follows:

1. Plaintiffs, Larry R. Howe, Jr. and Joy L. Howe, are adult individuals residing at 39 Little Clearfield Creek Road, Olanta, Pennsylvania 16863.
2. Defendant, Robert D. Elensky, is an adult individual, with an address of P.O Box 157, West Decatur, Pennsylvania 16878.
3. At all times mentioned herein, Defendant was and still is the owner of certain premises located in Pike Township, Clearfield County, Pennsylvania, having Assessment Map #126-I11-000-00047 assessed as a house, garage and lot with a physical address of 39 Little Clearfield Creek Road, Olanta, Pennsylvania 16863, which property is more fully described on Exhibit "A" of a certain Installment Sales Agreement dated August 30, 2005.
4. On August 30, 2005, the Plaintiffs and Defendant entered into a written Installment Sales Agreement for the sale of the premises by the Defendant to the Plaintiffs for the sum of Seventeen Thousand Thirty-nine and 38/100 (\$17,039.38.) Dollars. A copy of the Installment Sales Agreement is attached hereto and made a part hereof as Exhibit "A".

5. The Plaintiffs have, since the execution of the Installment Sales Agreement, made all payments as required by said Agreement as well as meeting all of the other terms of said Agreement.

6. Under paragraph 2(a) of the Installment Sales Agreement, the Buyers are permitted to prepay all or any portion of the remaining balance of the debt at anytime without prepayment penalty.

7. Beginning in November 2007, the Plaintiffs have requested Defendant on several occasions, both directly and through counsel, to permit the prepayment of the balance due under the contract and the required transfer of title to them.

8. The Defendant has totally ignored and failed to reply to Plaintiffs' requests in any fashion.

9. The Plaintiffs are prepared to fully tendered to the Defendant the balance of the purchase price and have asked the Defendant to execute the Deed.

10. The Defendant continues to refuse to accept the purchase price balance or to execute the conveyance.

WHEREFORE, Plaintiffs request your Honorable Court to Order the Defendant to specifically perform the Installment Sales Agreement and by good and sufficient Deed convey the premises and every part thereof with marketable title and free of all encumbrances to the Plaintiffs in fee simple and to legally sign, seal, acknowledge and deliver the Deed to the Plaintiffs in the proper legal form and accept in consideration thereof the agreed balance of the purchase price which the Plaintiffs now here offer and such other general relief as the Court may Order.

Respectfully submitted,  
By:

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney For Plaintiffs

## Installment Sales Agreement

Made this 30<sup>th</sup> day of August, 2005, between **Robert D. Elensky**, currently of PO Box 7, Olanta, PA. 16863, hereinafter referred to as seller.

And

**Larry Howe**, an individual, and **Joy Howe**, an individual, both currently of 6167 Curwensville – Tyrone Highway, Olanta, PA. 16863, hereinafter referred to as **Buyers**.

### Witness:

The parties hereto, with the intent to be legally bound, do hereby agree, covenant and represent as follows:

1. **Sale and Purchase:** The **Seller** shall sell and convey to **Buyers** who shall purchase All that certain piece or parcel of land, situated in Pike Township, Clearfield County, Pennsylvania, as more fully described in Instrument # 200107629, a copy of said description being attached hereto and noted as Exhibit "A", and made a part hereof.
2. **Purchase Price:** The price or consideration shall be Seventeen Thousand Thirty Nine Dollars and Thirty Eight cents (\$17,039.38), payable to the seller by the buyer.
  - A. The balance, to wit: Seventeen Thousand Thirty Nine Dollars and Thirty Eight cents (\$17,039.38), payable to the **seller** by the **buyers** as follows:

Commencing on the 1st day of September 2005, and continuing on the same date of every month thereafter for a total period of remainder months. **Buyers** shall pay unto **Seller** equal monthly installments in the amount of **Two Hundred Seventy Two and 77/100 Dollars** per month at a rate of **8.44% per annum**. On or before the 1st day of September, 2012, **Buyers** shall pay unto **Seller** the principal remaining, if any, as determined by the amounts applied to the principal.

If any monthly payment is not made within ten (10) days of the date the same is due, a late charge of **five (5%) percent** of the said monthly payment or the sum of **Twenty Dollars (\$20.00)**, whichever is greater, shall be added. **Buyers** may prepay all or any portion of the remaining balance of this debt at any time without prepayment penalty.

3. **Default:** Should **Buyers** fail to make any of said monthly payments in a timely manner as explained in paragraph 9 herein, or to make final settlement as agreed upon, **Seller** has the right to declare a default of the Agreement, and in such an event, **Seller** may treat **all sums** received as rentals for the **Buyers'** use and possession of the subject premises, and the terms if this Agreement shall be construed and interpreted as a month to month lease. **Seller's** remedies herein are cumulative to those remedies contained in Paragraph 9 hereof.

4. **Costs and Fees:** **Seller** agrees to pay for the cost of the preparation of the documents. The **Buyers** agrees to pay the realty transfer tax associated with the sale. **Buyers** agrees to pay for all other fees and costs involved with this transaction.

5. **Possession:** **Buyers** shall take possession of the premises upon John and Stephanie Green moving to their new residence in Kylertown.

6. **Existing and Future Encumbrances:** Seller has agreed that the premises are to be conveyed at time of final settlement by special Warranty Deed , free and clear of all liens, reservations, restrictions, encumbrances and easements except, however, those, if any, which are of record immediately prior to execution of this Agreement including any severance, exception, reservation, or restrictions of coal, mineral and or mining rights, building restrictions, ordinances, including zoning, easements of roads, public or private, privileges or right of public service companies, if any, or which a physical inspection or competent survey of the Premises would disclose, otherwise the title to the above described real estate shall be good and marketable or such that will be insured by a reputable title insurance company at the regular rates at the time of execution of the Agreement.

In the event the **Seller** is unable to give a good and marketable title, or such that will be insured by a reputable title insurance company, such as aforesaid, **Buyers** shall have the option of taking such title as the **Seller** can give without the abatement of price.

7. **Final Settlement:** Final settlement shall be made on or before the 1rst day of September, 2012, unless agreed upon otherwise, in writing.

8. **Real Estate Taxes and Benefit Assessments:** **Buyers** agrees to pay all real estate taxes as they come due beginning with the 2004/2005 School tax and shall pay all real estate taxes due each year when due.

9. **Buyer's Default:** Payment of all monies becoming due hereunder by the **Buyers** and the performance of all covenants and conditions of this agreement to be kept and

performed by the **Buyer** is conditions precedent to the performance by the **Seller** of the covenants and conditions of the agreement to be kept and performed by the **Seller**. In the event the **Buyers** shall pay for a period of Thirty (30) days after they become due to make any of the payments required by this agreement, or should the **Buyers** fail to comply with any other covenant or condition of this agreement on his/her part to be performed, the **Seller** shall give notice to the **Buyers** of such default and upon failure of the **Buyers** to cure said default within a thirty (30) days after the giving of said written notice, the **Seller** may at his option, declare that the whole of the unpaid principal sum shall be come forthwith due and payable; or the **Seller** may at his option, declare that the whole of the unpaid principal sum shall be come forthwith due and payable; or the **Seller** may at his option, declare the agreement terminated, and all rights and obligations under this Agreement shall cease and terminate, and all payments made by the **Buyer** shall be retained by the **Seller** as liquidated damages for the use of the premises and not as a penalty.

10. **Insurance:** **Buyers** shall maintain sufficient liability insurance covering the premises against fire and other casualties from the day of execution of this agreement, naming **Seller and CSB Bank** as additional insured. **Buyers** agree to pay said annual home owner's insurance policy as it becomes due each year. In addition, **Buyers** covenants that they will keep the premises clean, will maintain property in a sightly manner throughout the duration of this agreement. **Buyers** shall further be responsible for all maintenance costs and repairs. **Buyers have had the opportunity to view the premises and have ant inspections that they desire performed. Buyers are purchasing the property "As is" and without any warranties whatsoever by the Seller.**

11. **Contract:** This Contract or Memorandum, shall be placed on record in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, immediately after execution hereof. In order to insure further performance of this agreement at the time of execution, the **Seller** agrees to execute and acknowledge a **Special Warranty Deed** to the **Buyers**, and the same will be held by the **Seller** for delivery unto the **Buyers** upon full satisfaction of all obligations hereunder. **Buyers** agree to execute and acknowledge a **Quit Claim Deed** to the subject premises, and the same will be held by **Seller**, to be recorded by **Seller** in the event of default in payment as described in paragraph 3 and 9 hereof.

12. **Entire Agreement:** This agreement contains the entire agreement between the **Seller** and **Buyers** and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind what so ever concerning this sale. The provisions of this agreement supersede any and all prior writings between the parties. Any changes or additions to this agreement must be made in writing and executed by the parties hereto.

13. **Time of the Essence:** Time is hereby declared to be of the essence of this agreement.

14. **Binding:** This agreement shall be binding upon the respective parties and their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto with intent to be legally bound hereby have hereunto set their hands and seals the day and year first above written.

John Elensky  
WITNESS

SELLER:

Robert D. Elensky 8.30.05  
Robert D. Elensky

John Elensky  
WITNESS

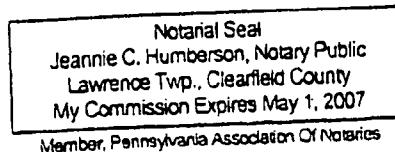
BUYER:

Joy L. Stone 8.30.05  
Joy L. Stone 8.30.05

Notary Public

August 30, 05

Jeannie C. Humberson



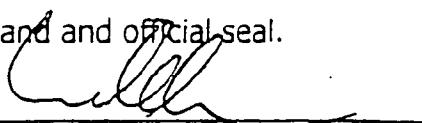
COMMONWEALTH OF PENNSYLVANIA

: ss:

COUNTY OF CLEARFIELD

On the \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public, the undersigned officer, personally appeared **ROBERT ELENSKY** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



N.P.

COMMONWEALTH OF PENNSYLVANIA

: ss:

COUNTY OF CLEARFIELD

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, an individual, **AND** \_\_\_\_\_ an individual, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



N.P.

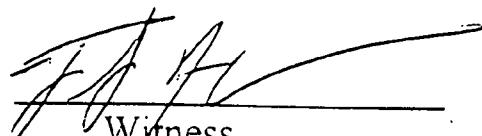
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

## Exhibit A

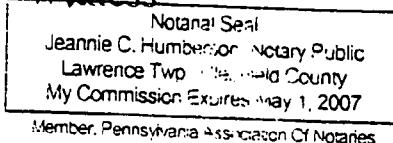
All that certain piece or parcel of land situated in the Township of Pike, County of Clearfield and state of Pennsylvania, bounded and described as follows:

On the East by public road; on the South by an Alley; on the West by property now or formerly owned by Jesse Cathcart, and on the North by lot now or formerly owned by J. M. Witherow. Being a town lot and a house erected thereon, in the village of Olanta, located on the West side of the public road or street leading to O'Shanter.

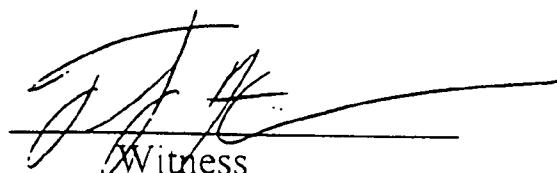
In Witness Whereof, the parties hereto with intent to be legally bound hereby have hereunto set their hands and seals the day and year first above written.



Witness

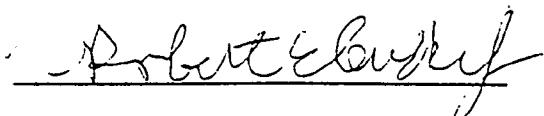


Witness



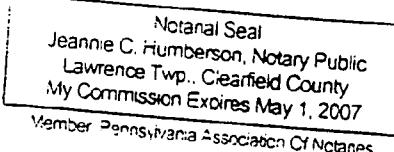
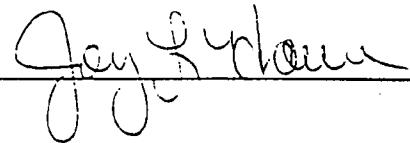
Witness

SELLER:



Jeannie C. Humberson  
Sep 17, 05

BUYER:



Jeannie C. Humberson  
Sep 17, 05

## VERIFICATION

We verify that the statements made in the foregoing Complaint are true and correct to the best of our information, knowledge and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

Date: 9-22-08

Larry R. Howe, Jr.  
Larry R. Howe, Jr., Defendant

Joy L. Howe  
Joy L. Howe, Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1813-CD

LARRY R. HOWE, JR. and JOY L. HOWE

vs

ROBERT D. ELENSKY

SERVICE # 1 OF 1

COMPLAINT FOR SPECIFIC PERFORMANCE

SERVE BY: 10/25/2008

HEARING:

PAGE: 104704

S FILED

07/31/08  
NOV 04 2008

DEFENDANT: ROBERT D. ELENSKY  
ADDRESS: 3425 OLD ERIE PIKE  
WEST DECATUR, PA 16878

ALTERNATE ADDRESS

William A. Shaw  
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

EXPIRED

SHERIFF'S RETURN

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM SERVED THE WITHIN

COMPLAINT FOR SPECIFIC PERFORMANCE ON ROBERT D. ELENSKY, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

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

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR SPECIFIC PERFORMANCE FOR ROBERT D. ELENSKY

AT (ADDRESS) \_\_\_\_\_

NOW 10/4/08 AT 3:15 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO ROBERT D. ELENSKY

REASON UNABLE TO LOCATE

Time Expired

SWORN TO BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answered: CHESTER A. HAWKINS, SHERIFF

BY: George F. Dohaven Deputy Signature

George F. Dohaven Print Deputy Name

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

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

SEP 25 2008

## Attack

William Schaefer  
Prothonotary/  
Clerk of Courts

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

LARRY R. HOWE, JR. and	:	
JOY L. HOWE,	:	
Plaintiffs	:	
vs.	:	No. 2008- -CD
ROBERT D. ELENSKY	:	
Defendant	:	

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BELL, SILBERBLATT & WOOD  
By:

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
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LARRY R. HOWE, JR. and	:	
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Plaintiffs	:	
vs.	:	No. 2008- -CD
ROBERT D. ELENSKY	:	
Defendant	:	

**COMPLAINT FOR SPECIFIC PERFORMANCE**

NOW COMES the Plaintiffs, Larry R. Howe, Jr. and Joy L. Howe, by their attorney, Ann B. Wood, Esquire, and sets forth their Complaint as follows:

1. Plaintiffs, Larry R. Howe, Jr. and Joy L. Howe, are adult individuals residing at 39 Little Clearfield Creek Road, Olanta, Pennsylvania 16863.
2. Defendant, Robert D. Elensky, is an adult individual, with an address of P.O Box 157, West Decatur, Pennsylvania 16878.
3. At all times mentioned herein, Defendant was and still is the owner of certain premises located in Pike Township, Clearfield County, Pennsylvania, having Assessment Map #126-I11-000-00047 assessed as a house, garage and lot with a physical address of 39 Little Clearfield Creek Road, Olanta, Pennsylvania 16863, which property is more fully described on Exhibit "A" of a certain Installment Sales Agreement dated August 30, 2005.
4. On August 30, 2005, the Plaintiffs and Defendant entered into a written Installment Sales Agreement for the sale of the premises by the Defendant to the Plaintiffs for the sum of Seventeen Thousand Thirty-nine and 38/100 (\$17,039.38.) Dollars. A copy of the Installment Sales Agreement is attached hereto and made a part hereof as Exhibit "A".

5. The Plaintiffs have, since the execution of the Installment Sales Agreement, made all payments as required by said Agreement as well as meeting all of the other terms of said Agreement.

6. Under paragraph 2(a) of the Installment Sales Agreement, the Buyers are permitted to prepay all or any portion of the remaining balance of the debt at anytime without prepayment penalty.

7. Beginning in November 2007, the Plaintiffs have requested Defendant on several occasions, both directly and through counsel, to permit the prepayment of the balance due under the contract and the required transfer of title to them.

8. The Defendant has totally ignored and failed to reply to Plaintiffs' requests in any fashion.

9. The Plaintiffs are prepared to fully tendered to the Defendant the balance of the purchase price and have asked the Defendant to execute the Deed.

10. The Defendant continues to refuse to accept the purchase price balance or to execute the conveyance.

WHEREFORE, Plaintiffs request your Honorable Court to Order the Defendant to specifically perform the Installment Sales Agreement and by good and sufficient Deed convey the premises and every part thereof with marketable title and free of all encumbrances to the Plaintiffs in fee simple and to legally sign, seal, acknowledge and deliver the Deed to the Plaintiffs in the proper legal form and accept in consideration thereof the agreed balance of the purchase price which the Plaintiffs now here offer and such other general relief as the Court may Order.

Respectfully submitted,  
By:

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney For Plaintiffs

## VERIFICATION

We verify that the statements made in the foregoing Complaint are true and correct to the best of our information, knowledge and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

\_\_\_\_\_  
Larry R. Howe, Jr., Defendant

\_\_\_\_\_  
Joy L. Howe, Defendant

## Installment Sales Agreement

Made this 30<sup>th</sup> day of August, 2005, between **Robert D. Elensky**, currently of PO Box 7, Olanta, PA. 16863, hereinafter referred to as **seller**.

And

**Larry Howe**, an individual, and **Joy Howe**, an individual, both currently of 6167 Curwensville – Tyrone Highway, Olanta, PA. 16863, hereinafter referred to as **Buyers**.

### Witness:

The parties hereto, with the intent to be legally bound, do hereby agree, covenant and represent as follows:

1. **Sale and Purchase:** The **Seller** shall sell and convey to **Buyers** who shall purchase All that certain piece or parcel of land, situated in Pike Township, Clearfield County, Pennsylvania, as more fully described in Instrument # 200107629, a copy of said description being attached hereto and noted as Exhibit "A", and made a part hereof.
2. **Purchase Price:** The price or consideration shall be Seventeen Thousand Thirty Nine Dollars and Thirty Eight cents (\$17,039.38), payable to the seller by the buyer.
  - A. The balance, to wit: Seventeen Thousand Thirty Nine Dollars and Thirty Eight cents (\$17,039.38), payable to the **seller** by the **buyers** as follows:

Commencing on the 1st day of September 2005, and continuing on the same date of every month thereafter for a total period of remainder months. **Buyers** shall pay unto **Seller** equal monthly installments in the amount of **Two Hundred Seventy Two and 77/100 Dollars** per month at a rate of **8.44% per annum**. On or before the 1st day of September, 2012. **Buyers** shall pay unto **Seller** the principal remaining, if any, as determined by the amounts applied to the principal.

If any monthly payment is not made within ten (10) days of the date the same is due, a late charge of **five (5%) percent** of the said monthly payment or the sum of **Twenty Dollars (\$20.00)**, whichever is greater, shall be added. **Buyers** may prepay all or any portion of the remaining balance of this debt at any time without prepayment penalty.

3. **Default:** Should **Buyers** fail to make any of said monthly payments in a timely manner as explained in paragraph 9 herein, or to make final settlement as agreed upon, **Seller** has the right to declare a default of the Agreement, and in such an event, **Seller** may treat all sums received as rentals for the **Buyers**' use and possession of the subject premises, and the terms if this Agreement shall be construed and interpreted as a month to month lease. **Seller's** remedies herein are cumulative to those remedies contained in Paragraph 9 hereof.

4. **Costs and Fees:** **Seller** agrees to pay for the cost of the preparation of the documents. The **Buyers** agrees to pay the realty transfer tax associated with the sale. **Buyers** agrees to pay for all other fees and costs involved with this transaction.

5. **Possession:** **Buyers** shall take possession of the premises upon John and Stephanie Green moving to their new residence in Kylertown.

6. Existing and Future Encumbrances: Seller has agreed that the premises are to be conveyed at time of final settlement by special Warranty Deed, free and clear of all liens, reservations, restrictions, encumbrances and easements except, however, those, if any, which are of record immediately prior to execution of this Agreement including any severance, exception, reservation, or restrictions of coal, mineral and or mining rights, building restrictions, ordinances, including zoning, easements of roads, public or private, privileges or right of public service companies, if any, or which a physical inspection or competent survey of the Premises would disclose, otherwise the title to the above described real estate shall be good and marketable or such that will be insured by a reputable title insurance company at the regular rates at the time of execution of the Agreement.

In the event the **Seller** is unable to give a good and marketable title, or such that will be insured by a reputable title insurance company, such as aforesaid, **Buyers** shall have the option of taking such title as the **Seller** can give without the abatement of price.

7. Final Settlement: Final settlement shall be made on or before the 1st day of September, 2012, unless agreed upon otherwise, in writing.

8. Real Estate Taxes and Benefit Assessments: **Buyers** agrees to pay all real estate taxes as they come due beginning with the 2004/2005 School tax and shall pay all real estate taxes due each year when due.

9. Buyer's Default: Payment of all monies becoming due hereunder by the **Buyers** and the performance of all covenants and conditions of this agreement to be kept and

performed by the **Buyer** is conditions precedent to the performance by the **Seller** of the covenants and conditions of the agreement to be kept and performed by the **Seller**. In the event the **Buyers** shall pay for a period of Thirty (30) days after they become due to make any of the payments required by this agreement, or should the **Buyers** fail to comply with any other covenant or condition of this agreement on his/her part to be performed, the **Seller** shall give notice to the **Buyers** of such default and upon failure of the **Buyers** to cure said default within a thirty (30) days after the giving of said written notice, the **Seller** may at his option, declare that the whole of the unpaid principal sum shall be come forthwith due and payable; or the **Seller** may at his option, declare that the whole of the unpaid principal sum shall be come forthwith due and payable; or the **Seller** may at his option, declare the agreement terminated, and all rights and obligations under this Agreement shall cease and terminate, and all payments made by the **Buyer** shall be retained by the **Seller** as liquidated damages for the use of the premises and not as a penalty.

10. **Insurance:** **Buyers** shall maintain sufficient liability insurance covering the premises against fire and other casualties from the day of execution of this agreement, naming **Seller and CSB Bank** as additional insured. **Buyers** agree to pay said annual home owner's insurance policy as it becomes due each year. In addition, **Buyers** covenants that they will keep the premises clean, will maintain property in a sightly manner throughout the duration of this agreement. **Buyers** shall further be responsible for all maintenance costs and repairs. **Buyers** have had the opportunity to view the premises and have ant inspections that they desire performed. **Buyers** are purchasing the property "As is" and without any warranties whatsoever by the **Seller**.

11. **Contract:** This Contract or Memorandum, shall be placed on record in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, immediately after execution hereof. In order to insure further performance of this agreement at the time of execution, the **Seller** agrees to execute and acknowledge a **Special Warranty Deed** to the **Buyers**, and the same will be held by the **Seller** for delivery unto the **Buyers** upon full satisfaction of all obligations hereunder. **Buyers** agree to execute and acknowledge a **Quit Claim Deed** to the subject premises, and the same will be held by **Seller**, to be recorded by **Seller** in the event of default in payment as described in paragraph 3 and 9 hereof.

12. **Entire Agreement:** This agreement contains the entire agreement between the **Seller** and **Buyers** and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind what so ever concerning this sale. The provisions of this agreement supersede any and all prior writings between the parties. Any changes or additions to this agreement must be made in writing and executed by the parties hereto.

13. **Time of the Essence:** Time is hereby declared to be of the essence of this agreement.

14. **Binding:** This agreement shall be binding upon the respective parties and their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto with intent to be legally bound hereby have hereunto set their hands and seals the day and year first above written.

John Elensky  
WITNESS

SELLER:

Robert D. Elensky 8.30.05  
Robert D. Elensky

John Elensky  
WITNESS

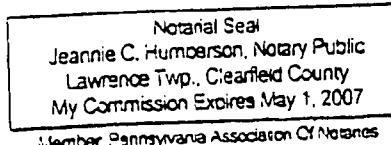
BUYER:

Joy L. Glance 8.30.05  
Joy L. Glance 8.30.05

Notary Public

August 30, 05

Jeannie C. Humber



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD : ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public, the undersigned officer, personally appeared **ROBERT ELENSKY** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



N.P.

COMMONWEALTH OF PENNSYLVANIA

:ss:

COUNTY OF CLEARFIELD

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, an individual, **AND** \_\_\_\_\_ an individual, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



N.P.

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

## Exhibit A

All that certain piece or parcel of land situated in the Township of Pike, County of Clearfield and state of Pennsylvania, bounded and described as follows:

On the East by public road; on the South by an Alley; on the West by property now or formerly owned by Jesse Cathcart, and on the North by lot now or formerly owned by J. M. Witherow. Being a town lot and a house erected thereon, in the village of Olanta, located on the West side of the public road or street leading to O'Shanter.

In Witness Whereof, the parties hereto with intent to be legally bound hereby have hereunto set their hands and seals the day and year first above written.

  
Witness  
Notarial Seal  
Jeannie C. Hummer, Notary Public  
Lawrence Two, Allegheny County  
My Commission Expires May 1, 2007  
Member, Pennsylvania Association of Notaries

  
J. J. He  
Witness



Witness

Notarial Seal  
Jeannie C. Humperson, Notary Public  
Lawrence Twp., Clearfield County  
My Commission Expires May 1, 2007  
Member Pennsylvania Association of Notaries

**SELLER:**

Robert E. Bailey  
Dianne C. Humber  
Sep 17, 05

BUYER:

Franklin

Sam Sylman

Jennifer C. Humberstone

Sept 17, 05

## VERIFICATION

We verify that the statements made in the foregoing Complaint are true and correct to the best of our information, knowledge and belief. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

Date: 9-22-08

Larry R. Howe, Jr.  
Larry R. Howe, Jr., Defendant

Joy L. Howe  
Joy L. Howe, Defendant

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

LARRY R. HOWE, JR. AND : No. 2008- 1813 -CD  
JOY L. HOWE, :  
Plaintiffs :  
vs. : Type of Pleading:  
ROBERT D. ELENSKY, : PRAECIPE TO RE-INSTATE  
Defendant : Filed on Behalf of:  
Plaintiffs :  
Counsel for this Party:  
Ann B. Wood, Esquire  
Supreme Court No. 23364  
Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830  
(814) 765-5537

**FILED** pd \$7.00 Atty  
Reinstated  
NOV 05 2008 Complaint  
William A. Shaw to Atty Wood  
Prothonotary/Clerk of Courts

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

LARRY R. HOWE, JR. and :  
JOY L. HOWE, :  
Plaintiffs :  
vs. : No. 2008-1813-CD  
ROBERT D. ELENSKY :  
Defendant :  
:

**PRAECIPE TO RE-INSTATE COMPLAINT**

TO: WILLIAM A. SHAW, PROTHONOTARY,

Please reinstate the Complaint in the above captioned matter.

BELL, SILBERBLATT & WOOD  
BY:

Date: Nov. 4, 2008

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney For Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1813-CD

LARRY R. HOWE, JR. and JOY L. HOWE  
vs  
ROBERT D. ELENSKY

SERVICE # 1 OF 1

COMPLAINT FOR SPECIFIC PERFORMANCE

SERVE BY: 12/04/2008 HEARING: PAGE: 104938

DEFENDANT: ROBERT D. ELENSKY  
ADDRESS: 3425 OLD ERIE PIKE  
WEST DECATUR, PA 16878

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

S FILED  
03-24-2008  
DEC 02 2008  
W.A. Shaw  
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 11-26-08 NIH \_\_\_\_\_

SHERIFF'S RETURN

NOW, 12/2/08 AT 10<sup>AM</sup> SERVED THE WITHIN

COMPLAINT FOR SPECIFIC PERFORMANCE ON ROBERT D. ELENSKY, DEFENDANT

BY HANDING TO Lynn. Kohute, girlfriend

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

ADDRESS SERVED 3425 Old Erie Pike West Decatur Pa

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR SPECIFIC PERFORMANCE FOR ROBERT D. ELENSKY

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO ROBERT D. ELENSKY

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Chester A. Hawkins  
Deputy Signature

S. Hunter  
Print Deputy Name

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

LARRY R. HOWE, JR. AND : No. 2008- 1813 -CD  
JOY L. HOWE,  
Plaintiffs  
vs.  
ROBERT D. ELENSKY,  
Defendant

Type of Pleading:  
PRAECIPE TO SETTLE AND  
DISCONTINUE

S FILED 1CC&1 Cert of  
dsc to Atty Gates  
8/12/30am  
DEC 29 2008 1 Cert of dsc  
155 used to  
William A. Shaw Atty Wood  
Prothonotary/Clerk of Courts

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

LARRY R. HOWE, JR. and  
JOY L. HOWE,

Plaintiffs

vs.

No. 2008-1813 -CD

ROBERT D. ELENSKY

Defendant

**PRAECIPE TO SETTLE AND DISCONTINUE**

TO: William A. Shaw, Prothonotary,

Please mark the above captioned matter settled and discontinued.

BELL, SILBERBLATT & WOOD  
By:

Date: Dec. 19, 2008

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPIED

**Larry R. Howe Jr.**  
**Joy L. Howe**

vs. No. 2008-01813-CD  
**Robert D. Elensky**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 29, 2008, marked:

Settled and discontinued

Record costs in the sum of \$102.00 have been paid in full by Ann B. Wood Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of December A.D. 2008.



LM

\_\_\_\_\_  
William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104704  
NO: 08-1813-CD  
SERVICES 1  
COMPLAINT FOR SPECIFIC PERFORMANCE

PLAINTIFF: LARRY R. HOWE, JR. and JOY L. HOWE  
VS.  
DEFENDANT: ROBERT D. ELENSKY

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BELL	9250	10.00
SHERIFF HAWKINS	BELL	9250	9.42



**FILED**

013:30pm  
JAN 15 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of 2008



Chester A. Hawkins  
Sheriff