

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN
DATE RECEIVED 6/10/2003

SERVICE# 1 - OF - 1 SERVICES
DOCKET # 73ED2003

PLAINTIFF SEYER CORPORATION

DEFENDANT RADZIEVICH ECONOMY MARKETS, INC.

PERSON/CORP TO SERVED
JOHN BALSIS <i>784-0755</i>
148 W. 11TH ST.
BLOOMSBURG

PAPERS TO SERVED
WRIT OF POSSESSION

SERVED UPON John

RELATIONSHIP _____ IDENTIFICATION _____

DATE 7-10-03 TIME 0925 MILEAGE _____ OTHER _____

Race ___ Sex ___ Height ___ Weight ___ Eyes ___ Hair ___ Age ___ Military ___

- TYPE OF SERVICE: A. PERSONAL SERVICE AT POA ___ POB ___ POE ___ CCSO ___
 B. HOUSEHOLD MEMBER: 18+ YEARS OF AGE AT POA
 C. CORPORATION MANAGING AGENT
 D. REGISTERED AGENT
 E. NOT FOUND AT PLACE OF ATTEMPTED SERVICE

F. OTHER (SPECIFY) _____

ATTEMPTS DATE	TIME	OFFICER	REMARKS
<u>7-8-03</u>	<u>1045</u>	<u>KL</u>	<u>LC</u>
_____	_____	_____	_____
_____	_____	_____	_____

DEPUTY KL DATE _____

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (370) 784-0237

PHONE
(370) 389-3422

24 HOUR PHONE
(370) 784-6300

SEYER CORPORATION

Docket # 73ED2003

VS

WRIT OF POSSESSION

RADZIEVICH ECONOMY MARKETS, INC.

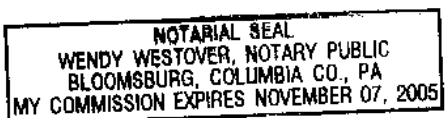
AFFIDAVIT OF SERVICE

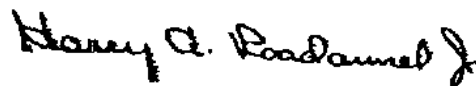
NOW, THIS THURSDAY, JULY 10, 2003, AT 9:25 AM, SERVED THE WITHIN WRIT OF POSSESSION UPON JOHN BALSIS AT 148 W. 11TH ST., BLOOMSBURG BY HANDING TO JOHN BALSIS, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT AND MADE KNOWN TO THEM THE CONTENTS THEREOF.

SO ANSWERS,

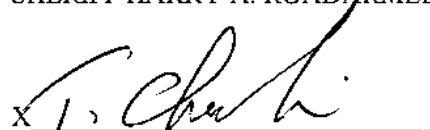
SWORN AND SUBSCRIBED BEFORE ME
THIS FRIDAY, JULY 11, 2003


NOTARY PUBLIC





X
SHERIFF HARRY A. ROADARMEL JR.


T. CHAMBERLAIN
DEPUTY SHERIFF

MEMORANDUM

To: Sheriff of Columbia County
From: Gary E. Norton, Esq.
Date: June 9, 2003
Subject: Instructions for Service

2003 cr634

Enclosed please find the following for service upon the Defendant:

1. Complaint.
2. Confession of Judgment.
3. Praecipe for Writ of Possession.
4. Writ of Possession
5. Notice Under Rule 2973.3 of Judgment and Execution Thereon.
6. Form of Petition to Strike Judgment Prescribed by Rule 2967 and Request for Prompt Hearing.

Please serve each of the above six (6) documents upon the Defendant in care of its President, John Balsis at 148 West 11th Street, Bloomsburg, PA 17815. PLEASE ENSURE THAT YOUR RETURN OF SERVICE SPECIFICALLY INDICATES THAT EACH OF THE ABOVE SIX (6) DOCUMENTS WERE SERVED UPON MR. BALSIS AS PRESIDENT OF THE DEFENDANT RADZIEVICH ECONOMY MARKETS, INC.

Please also immediately notify us by telephone after service has been made, since my client would then be entitled to immediate possession upon service of the Writ of Possession. Thank you for your assistance.

GEN/s

P.S. If you cannot locate Mr. Balsis at Bloomsburg address, you may find him at Radzievich Economy Markets, Inc., 331 Sunbury Street, Minersville, PA 17954.

Derr, Pursel, Luschas & Norton

Gary E. Norton, Esquire
120 W. Main Street
Bloomsburg, PA 17815
Attorney ID# 43880
Telephone 570-784-4654
Facsimile 570-784-1281
Attorney for Plaintiff

SEYER CORPORATION,

Plaintiff

vs.

RADZIEVICH ECONOMY MARKETS, INC.,

Defendant

IN THE COURT OF COMMON PLEAS OF
THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY, PENNSYLVANIA
CONFESSION OF JUDGMENT

DOCKET NO.

2003 ED 73
2003 CV 634

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

NOTICE OF DEFENDANT'S RIGHTS

TO: RADZIEVICH ECONOMY MARKETS, INC.
c/o John Balsis
148 West 11th Street
Bloomsburg, PA 17815

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.

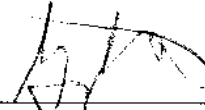
You may have legal rights to defeat the judgment or to prevent your being removed from the property or to regain possession of the property if you have been removed, if you did not voluntarily, intelligently and knowingly give up your constitutional right to notice and hearing prior to the entry of judgment 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 to the Sheriff of Columbia County at 35 West Main Street, Bloomsburg, PA 17815.

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

North PA Legal Services
168 East Fifth Street
Bloomsburg, Pennsylvania 17815
(570) 784-8760

Pennsylvania Lawyers Referral Service
100 South Street, P.O. Box 186
Harrisburg, PA 17108
(717) 238-6715



Gary E. Norton, Esquire
Derr, Pursel, Luschas & Norton, LLP
120 West Main Street
Bloomsburg, PA 17815
(570) 784-4654

Attorney for Plaintiff

Derr, Pursel, Luschas & Norton
Gary E. Norton, Esquire
120 W. Main Street
Bloomsburg, PA 17815
Attorney ID# 43880
Telephone 570-784-4654
Facsimile 570-784-1281
Attorney for Plaintiff

SEYER CORPORATION,

Plaintiff

vs.

RADZIEVICH ECONOMY MARKETS, INC.,

Defendant

IN THE COURT OF COMMON PLEAS OF
THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY, PENNSYLVANIA
CONFESSION OF JUDGMENT

DOCKET NO. *2003 EP 13*
2003 CR 604

FORM OF
PETITION TO STRIKE JUDGMENT
PRESCRIBED BY RULE 2967

REQUEST FOR PROMPT HEARING

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

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

Notice of the hearing should be given to me at

148 West 11th Street
Bloomsburg, PA 17815
Telephone: (570) 784-0785

RADZIEVICH ECONOMY MARKETS, INC.

Date: _____

BY: _____

John Balsis, President
Defendant

Derr, Pursel, Luschas & Norton

Gary E. Norton, Esquire
120 W. Main Street
Bloomsburg, PA 17815
Attorney ID# 43880
Telephone 570-784-4654
Facsimile 570-784-1281
Attorney for Plaintiff

10

June 10, 2003
LAMI B. KLINE, PROTHONOTARY
Elizabeth A. Simon

SEYER CORPORATION,

Plaintiff

vs.

RADZIEVICH ECONOMY MARKETS, INC.,

Defendant

**IN THE COURT OF COMMON PLEAS OF
THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY, PENNSYLVANIA
CONFESSION OF JUDGMENT**

DOCKET NO.

2003 CR 634

COMPLAINT

The Plaintiff, by and through its attorney, Gary E. Norton, Esquire, hereby files this Complaint of which the following is a statement:

1. The Plaintiff is Seyer Corporation, a business corporation with a principal place of business at 80 Main Street, Millville, Columbia County, PA 17846.
2. The Defendant is Radzievich Economy Markets, Inc., a business corporation with a principal place of business in care of John Balsis, President, 148 West 11th Street, Bloomsburg, PA 17815.
3. A copy of the instrument showing the Defendant's signature is a certain Lease dated August 7, 1995 from the Plaintiff, as Lessor, to the Defendant, as Lessee (the "Lease") attached hereto, made a part hereof and incorporated herein as Exhibit "A", which Lease contains a confession of judgment clause in ejectment and for monetary amount at paragraph 10 thereof, and a certain Option for Renewal which was agreed to by the parties and which is attached hereto, made a part hereof and incorporated herein as Exhibit "B" (the "Option").
4. The judgment being entered hereunder is not being entered against a natural

person in connection with a consumer credit transaction.

5. The present judgment is not being entered against a natural person in connection with a residential lease.

6. A description of the property is: 16,000 square feet of commercial space at 1000 South Market Street, Bloomsburg, PA.

7. The instruments attached hereto as Exhibits "A" and "B" were not assigned and currently are held by the Plaintiff.

8. Judgment has not been entered on the instrument attached hereto as Exhibit "A" in any jurisdiction.

9. The Defendant has defaulted in the payment of rent and other expenses, under the said Lease, namely:

A.	Rentals from and including February, 2003 through May, 2003 at \$4,095 per month	\$16,380.00
B.	Non-sufficient funds charges	40.00
C.	Snow removal charges under the Lease	3,571.28

10. Following is an itemized computation of the amounts presently due under the Lease, including attorney fees authorized by the instrument:

A.	Rentals from and including February, 2003 through May, 2003 at \$4,095 per month	\$16,380.00
B.	Non-sufficient funds charges	40.00
C.	Snow removal charges under the Lease	3,571.28
D.	15% attorney fees as authorized by paragraph 10 of the Lease	<u>1,999.13</u>
	TOTAL due and owing through May 1, 2003	\$21,990.41 =====

11. The Lease authorizes confession of judgment in both a monetary amount and ejectment.

WHEREFORE, the Plaintiff requests this Honorable Court to enter judgment for the Plaintiff and against the Defendant as follows:

- A. In the amount of \$21,990.41, plus costs incurred in the filing of the present action; and
- B. Judgment in ejectment.

Respectfully submitted,

LAW OFFICES OF
DERR, PURSEL, LUSCHAS & NORTON, LLP



Gary E. Norton, Esquire
120 West Main Street
P.O. Box 539
Bloomsburg, PA 17815
(570) 784-4654
Atty. I.D. # 43880

Attorney for Plaintiff

VERIFICATION

Upon my personal knowledge or information and belief, subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification, I do hereby verify the truth of the averments or denials of fact set forth in the appended pleading. If the appended pleading contains inconsistent averments of fact, I have been unable, after reasonable investigation, to ascertain which of the inconsistent averments are true, but I have knowledge or information sufficient to form a belief that one of them is true.

SEYER CORPORATION

BY: _____


Karl R. Girton, President

Date: _____

6/2/03

LEASE AGREEMENT

This agreement of lease made this 7 day of August, in the year 1995; between Seyer Corp., Columbia County, Pennsylvania, hereinafter called Lessor, and Radziewich Economy Markets, Inc., of 331 Sunbury Street, Minersville, Pennsylvania, hereinafter called Lessee.

Witnesseth, that the said Lessor in consideration of the rents and covenants hereinafter mentioned, do demise and lease unto the Lessee, to be used as a Supermarket/Grocery Store, the premises located at 1000 South Market Street, in the Town of Bloomsburg, Columbia County, Pennsylvania, situate in the Market Street Shopping Center, and indicated as space number Main Area according to the diagram of said shopping center, a copy of which is attached hereto and made a part hereof.

In consideration of the demise and leasing of the premises aforesaid by the Lessors, the Lessee covenants, stipulates, and agrees to pay the Lessor as rental for said premises hereinbefore described the sum of \$191,000.00, payable in equal monthly installments of \$2,275.00 per month in advance of the first day of each month beginning August, 1995 and ending July, 2002.

The demise herein contained is made and accepted on the following express conditions:

1. No waste shall be committed, and at the end of said term, the demise premises shall be delivered in as good condition as at the commencement thereof, ordinary wear and tear and unavoidable damage by fire excepted.

2. The rent reserved shall be promptly paid on the day and time herein specified at the office of the Lutz Agency at 246 West Main Street, Bloomsburg, Pennsylvania.

3. If the Lessee should remove or prepare to remove, or attempt to remove, from the premises hereby leased before the expiration of the term, or at anytime during the continuance of this lease, or if the Lessee shall be in default in the payment of any installment of rent for the period of 30 days, or should there be any default of the covenants or conditions as herein contained, then and in that event, all rent for the full term of this lease shall become due and payable and shall be collectable by force or otherwise.

4. At the expiration of the term of the Lease and if the Lessee does not renew, the demised premises should be restored at the option of the Lessors, to the original condition and the cost of said restoration shall be paid by the Lessee.



[Handwritten signature]

5. The Lessor shall not be liable to the Lessee for any damages which may be caused to the Lessee by the failure of the Lessors if said failure is not due to any fault on their part.

6. Said Lessee shall not carry on any unlawful or immoral business in or about the demised premises or any business which shall put the building at risk from fire or cause a forfeiture of fire insurance.

7. The lessee agrees to pay all bills which may be incurred for light, heat, or power used or consumed upon the demised premises, all bills for water rent which may accrue for wear used during the term of the lease and also all bills for sewage disposal. The Lessee does hereby release the Lessors from any damage which may result to them by reason of the failure of the supply of heat. Should the Lessee fail to pay any bills aforesaid, the Lessors shall have the right to pay the same and the amount paid shall be chargeable to the Lessee as additional rent.

8. The Lessee agrees to keep the premises in a good condition of repair. All refuse of any kind shall be removed from the premises at the cost of the Lessee. All snow shall be cleared off the sidewalk in front of the leased premises before it becomes frozen or hardened.

9. In the event that the premises occupied by the Lessee during the term of said lease is destroyed by fire thereby making the premises untenable and/or unfit for occupancy, so that the owners thereof deem it advisable to construct a new building the Lessors herein shall thereupon have the right to cancel and terminate this lease upon giving 15 days notice in writing to the Lessee herein and the term of this lease shall thereupon cease at the expiration of 15 days. In the event, however, that the said building shall be damaged by fire but not destroyed, the Lessors will thereupon cause the same to be repaired and restored to its former condition, acting with reasonable diligence and if the said fire shall have rendered the premises untenable, payment of rent thereunder shall be suspended until such time as the building is repaired and again ready for occupancy and the Lessee herein agrees that in the event that building shall be so partially destroyed by fire as to render repairs necessary that the Lessor shall have the right through their servants and agents and that the servants and agents of any contractor employed by the Lessor shall have the right to take possession of the premises for the purpose of making such repairs and the so taking shall not be an eviction of the Lessee herein and shall in no manner affect the term of this lease.

10. The said Lessee hereby confesses judgment for the rent reserved under the agreement of lease, together with an attorney fee of 15% for collection and execution may be issued thereon from time to time without exhaustion for any rent due and owing under this lease and judgment in ejectment as herein provided may be entered concurrently therewith.

Handwritten signature or initials

11. It is further agreed and understood that the Lessors, their heirs and/or assigns, may enter the premises hereby leased at any time during the term either in the presence or absence of said Lessee, for the purpose of ascertaining whether the said premises are kept in good order and repair during business hours. Further, that the Lessors reserve the right to display a "For Rent or a For Sale" sign upon the said premises and to show the same to prospective tenants or buyers.

12. No showcase, sign, or hanging or protruding sign or permanent obstruction of any kind shall be kept or maintained by the tenant on the reservation or sidewalk in front of the demised premises. Said space is to be used only for the purpose of ingress and egress.

13. The Lessee agrees to keep the plate glass insured at their own risk and provide adequate fire extinguishers. Lessee to carry a minimum of \$500,000 liability insurance on said premises.

14. The Lessee agrees to pay their pro-rata share of cost of snow removal from the parking lot based upon square foot occupancy.

15. Lessee shall not assign this lease or sublet the whole or any part of the demised premises without the written consent of the Lessors.

16. Lessee responsible for payment of electric for parking lot lights and maintenance thereof.

17. Lessor responsible for general repair and upkeep of exterior of building. Lessee responsible for maintenance of interior and cosmetic upkeep of exterior.

18. It is expressly understood that this lease is not assumable or assignable without the written consent of the Lessor.

19. This lease is subject to an "Option For Renewal" agreement for the period 2002 through 2022 which is attached hereto and made a part hereof.

20. It is agreed that the situs of this agreement is Bloomsburg, Columbia County, Pennsylvania.

21. It is expressly understood by the parties that the whole agreement is embodied in this agreement and that no part or item is omitted.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND HEREBY THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESS: Matthew E. Kuntz

LESSOR: ^{JD} [Signature]

WITNESS: Matthew G. Kuntz

LESSEE: John P. Basia

WITNESS: _____

LESSOR: [Signature]

[Handwritten mark]

OPTION FOR RENEWAL

It is agreed and understood that the basic term for the original lease is seven (7) years beginning August, 1995 and ending July, 2002.

At the expiration of this base period, Lessee shall have four (4) 5-year options to renew:

- 2002 to 2007
- 2007 to 2012
- 2012 to 2017
- 2017 to 2022

Terms and conditions to be the same as the original seven (7) year lease with exception of rental amount. New rental amounts to be calculated as follows:

Percent change in Consumer Price Index as determined by the U.S. Department of Labor (All Urban Consumers) from August, 1995 to July, 2002, added to a base monthly rental of \$3,500.

EXAMPLE: If percent change from 8/95 to 7/02 is 10% rent would be calculated as follows:

Base Rent:	\$3,500
+ 10%	\$ 350

RENT:	\$3,850 per month

Each option period the rent shall be calculated on the same basis utilizing previous lease period as base to calculate rent for any option period.

8/95 = 152.9 (161.0) +
2/02 = 178 -
4/02 = 179.5 17%

EXHIBIT
"B"

Handwritten initials/signature

1904/11

Derr, Pursel, Luschas & Norton

Gary E. Norton, Esquire
120 W. Main Street
Bloomsburg, PA 17815
Attorney ID# 43880
Telephone 570-784-4654
Facsimile 570-784-1281
Attorney for Plaintiff

2003 APR 11 AM 10:55
CLERK OF COURT

SEYER CORPORATION,

Plaintiff

vs.

RADZIEVICH ECONOMY MARKETS, INC.,

Defendant

**IN THE COURT OF COMMON PLEAS OF
THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY, PENNSYLVANIA
CONFESSION OF JUDGMENT**

DOCKET NO. 2003 CR 634

CONFESSION OF JUDGMENT

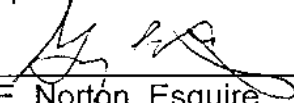
Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the Complaint filed in this action, I appear for the Defendant and confess judgment in ejectment in favor of the Plaintiff and against the Defendant for possession of the real property described in the document attached to the Complaint as Exhibit "C", which document is hereby incorporated by reference.

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

Principal \$19,991.28
Attorney fees 1,999.13

TOTAL \$21,990.41, plus statutory

interest at the rate of 6% per annum from and after the date of entry of judgment, plus all costs incurred by the Plaintiff in bringing the present action.



Gary E. Norton, Esquire
Attorney for Defendant

Derr, Pursel, Luschas & Norton
Gary E. Norton, Esquire
120 W. Main Street
Bloomsburg, PA 17815
Telephone 570-784-4654
Facsimile 570-784-1281
Attorney for Plaintiff

SEYER CORPORATION,

Plaintiff

vs.

RADZIEVICH ECONOMY MARKETS, INC.,

Defendant

IN THE COURT OF COMMON PLEAS OF
THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY, PENNSYLVANIA
CONFESSION OF JUDGMENT

203E23
DOCKET NO. *2003E23 634*

PRAECIPE FOR WRIT OF POSSESSION

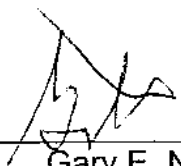
TO THE PROTHONOTARY:

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

CERTIFICATION

I certify that

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



Gary E. Norton, Esquire
Attorney for Plaintiff

DERR, PURSEL, LUSCHAS & NORTON

ATTORNEYS AT LAW

ADVANCED COST ACCOUNT
120 WEST MAIN STREET
BLOOMSBURG, PA 17815

10645

DATE June 9, 2003

80-1476/313

PAY TO THE ORDER OF

Columbia County Sheriff

\$ 100.00

One Hundred & 00/100

DOLLARS



**Columbia County
Farmers National Bank**
Benton • Lightfoot • Millville
Orangeville • South Centre
Bloomersburg, PA 17815

h/A

FOR Complaint & writ services
10645 1039 14765 250051160



South Branch Bank