

DOCKET NO. 173

NUMBER	TERM	YEAR
44	November	1960

Frank Kostyu

VERSUS

Fred Shannon

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Frank Kostyu : No. 44 November Term, 1960

vs :

Fred Shannon : Writ of Execution, Confession of Judgement
: and Writ of Possession

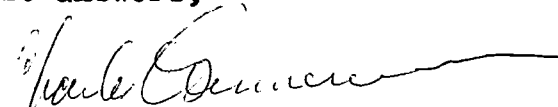
(SHERIFF'S RETURN)

NOW, December 2, 1960 deputized the Sheriff of Centre County to serve the within Writ of Execution, Confession of Judgement and Writ of Possession upon Fred Shannon.

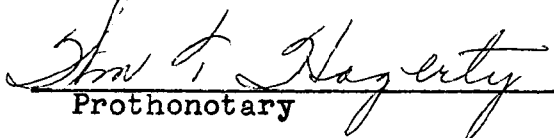
NOW, December 8, 1960 served the within Writ of Execution, Confession of Judgement and Writ of Possession upon Fred Shannon by deputizing the Sheriff of Centre County. The return of service of Richard V. Waite, Sheriff of Centre County, is hereto attached and made part of this return of service.

COSTS: Sheriff Ammerman \$6.00
Sheriff of Centre County \$19.50
(Paid by Atty. Kelley)

So answers,


CHARLES G. AMMERMAN
Sheriff

Sworn to before me this 16th
day of December A. D. 1960.


Prothonotary



RICHARD V. WAITE
SHERIFF

JOSEPH E. FAVUZZA
SOLICITOR



OFFICE OF THE

Sheriff of Centre County

BELLEFONTE, PA.

SHERIFF'S RETURN

NOW: December 8th. A.D. 1960 at 5:20 P.M., EST. Served the within Writ of Execution, Confession of Judgement and Writ of Possession upon the defendant Fred Shannon, at his place of employment at Kephart's Hardware Store, in the Borough of Philipsburg, County of Centre and State of Pennsylvania, by handing to the defendant Fred Shannon, a true copy of the original writs and made known to him the contents thereof.

Sworn to and subscribed before me

this 15th Day of Dec. A.D. 1960

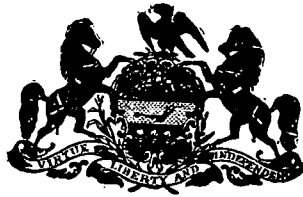
Arthur L. Kappman

Prothonotary

So answers:

Richard V. Waite
Richard V. Waite, Sheriff

My Commission Expires
First Monday in Jan. 1964



OFFICE OF THE
Sheriff of Clearfield County

CLEARFIELD, PA., December 2, 19 60

Frank Kostyu

vs.

Fred Shannon

November Term, 19 60

No. 44

To the Sheriff of Centre County:

Dear Sir:

Enclosed please find writ of Execution, Writ of Possession, Confession of Judgment, etc.

to be served upon Fred Shannon, who works at Kephart's Hardware ~~at~~ in Philipsburg, Pa. and resides at 518 Twelfth St., Philipsburg, Pa. in your County.

Kindly make service thereof and return with the amount of your costs.

Yours truly,

Charles L. Zimmerman
Sheriff.

N. B. It is requested that only the papers be served upon Mr. Shannon, it is not necessary to make any levy for debt or costs.

Know all men by these Presents, That I, CHARLES G. AMMERMAN
High Sheriff of Clearfield County, State of Pennsylvania, do hereby deputize Sheriff of _____
CENTRE COUNTY to execute this writ; this deputation being made at the
request and risk of the Plaintiff.

Given under my hand and seal this 2nd day of December
A. D. 1960.

Charles G. Ammerman .
Sheriff.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FRANK KOSTYU	:		
Plaintiff	:		
vs.	:	No. <u>44</u>	Nov. Term, 1960
	:		
FRED SHANNON	:		
Defendant	:		IN EJECTMENT

CONFESSION OF JUDGMENT

To Wm. T. Hagerty, Prothonotary

Dear Sir:

Enter our appearance as Attorneys for the Plaintiff above-named.

November __, 1960

KELLEY, JOHNSTON & CIMINO

By Edward T. Kelley
Attorneys for Plaintiff

To Wm. T. Hagerty, Prothonotary:

Dear Sir:

Enter our appearance as Attorneys for Fred Shannon by virtue of the authority contained in a lease dated March 1st 1960, a true and correct copy of which is attached hereto.

Kelley Johnston & Cimino
By Edward T. Kelley
Attorney for Defendant

STATEMENT OF CAUSE OF ACTION

1. The Plaintiff is an individual residing in the Village of Allport, Morris Township, Clearfield County, Pennsylvania.
2. The Defendant, Fred Shannon, is an individual residing at 518 Twelfth Street, Philipsburg Borough, Centre County, Pennsylvania.
3. Under a Lease Agreement dated March 1st, 1960, the Plaintiff, Frank Kostyu, leased to the Defendant, Fred Shannon, two certain pieces of property situated in Morris Township, Clearfield County, Pennsylvania, one piece containing three (3) acres and the other piece containing thirteen and ninety-two hundredths (13.92) acres. Copy of said Lease Agreement is attached hereto and made an integral part of this statement.

4. Said Lease Agreement was to commence on the 1st day of March, 1960 and to continue as long as the lease was in effect.

5. The minimum royalty on the said property was One hundred and fifty (\$150.00) dollars per month.

6. The Defendant entered the property in August of 1960 after having paid advance royalties of \$750.00 and for the month of August Defendant paid an actual royalty of \$149.50. That for the month of September, 1960 the actual royalty due was \$1,279.00. Said Defendant actually paid to the Defendant \$329.00 leaving a balance due for that month ^{of} \$909.00. Inasmuch as the lease agreement contained no provision for deducting advanced royalties against the coal shipped and, therefore, as of this date the Defendant, Fred Shannon, owes the Plaintiff, Frank Kostyu, the sum of \$909.00.

7. Ten days' notice has been given to the Defendant, Fred Shannon, to pay the amount due of \$909.00, but he has neglected and refused to pay the same despite the demands of the Plaintiff, Frank Kostyu, and his Attorneys. See two Exhibits attached hereto.

Hence this suit.

KELLEY, JOHNSTON & CIMINO

By Edward T. Kelley
Attorneys for Plaintiff

STATE OF PENNSYLVANIA :
COUNTY OF CENTRE : SS

Frank Kostyu, the above-named Plaintiff, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct, according to the best of his knowledge, information and belief.

Sworn and subscribed to
before me this 15th day
of November, 1960

Ardeline E. Craft
Notary Public

My comm. expires: 3-5-61

Frank Kostyu
(Frank Kostyu)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Frank Kostyu
Plaintiff

vs.

Fred Shannon
Defendant

:
:
:
:
:
:

No. _____

Term, 1960

In Ejectment

AMICABLE ACTION AND CONFESSION
OF JUDGMENT IN EJECTMENT AND
FOR ROYALTIES

IT IS HEREBY agreed that an amicable action in ejectment and judgment thereon, together with judgment for the rent due in the sum of Nine Hundred and Nine ^{Dollars} (\$909.00), be entered in the above-stated case by the Prothonotary, of the Court of Common Pleas of Clearfield County, Pennsylvania, as if a summons in ejectment had been issued by the Plaintiff above-named against the defendant, Fred Shannon, and as if the same had been duly served and legally returned by the Sheriff of Clearfield County prior to the entry of such judgment, for

ALL those two certain tracts of land situate in Morris Township, Clearfield County, Pennsylvania, consisting of three (3) acres and Thirteen and ninety-two hundredths (13.92) acres which are more fully described in the attached copy of Lease Agreement. Said Defendant, Fred Shannon, by his attorneys, hereby confesses judgment in ejectment, in, on and for the above premises, and also confesses judgment in the sum of Nine Hundred and Nine Dollars (\$909.00) for the royalty due and payable in accordance with the provisions of the Lease Agreement dated March 1st, 1960; and said Defendant further authorizes the immediate issuance by the Prothonotary of a writ of Habere Facias Possessionem with clause of Fi. Fa. for rent due and costs, without asking leave of Court. A true and correct copy of the Lease Agreement dated March 1st, 1960 is attached hereto and all the terms and conditions thereof are made a part of this confession, and the judgment entered thereon. This confession of judgment is made by reason of the default on the part of the Defendant in keeping the terms of such Lease Agreement as shown in the attached Statement of Cause of Action.

KELLEY, JOHNSTON & CIMINO

By _____
Attorneys for Plaintiff

KELLEY, JOHNSTON & CIMINO

By Edward T. Kelley
Attorneys for Defendant

To Wm. T. Hagerty, Prothonotary:

Dear Sir:

Enter judgment in ejectment in favor of the above-named Plaintiff and against the above-named Defendant for ALL those two certain tracts situate in Morris Township, Clearfield County, Pennsylvania, (one consisting of three (3) acres and the other consisting of thirteen and ninety-two hundredths (13.92) acres) with all the terms and conditions as stated in the above confession of judgment; and also judgment in the sum of Nine Hundred and Nine (\$909.00) Dollars for royalty due, with costs of suit.

KELLEY, JOHNSTON & CIMINO

By Edward T. Kelley
Attorneys for Plaintiff

AND NOW, this 16 day of November, 1960, judgment is entered as above directed.

Wm. T. Hagerty
Wm. T. Hagerty, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FRANK KOSTYU,
Plaintiff

vs.

FRED SHANNON,
Defendant

:
:
:
:
:
:
:

No. 4 Nov.

Term, 1960

In Ejectment

PRAECIPE FOR WRIT

To Wm. T. Hagerty, Prothonotary:

Dear Sir:

Issue a Writ of Habere Facias Possessionem for

ALL those two (2) certain tracts of land
situate in Morris Township, Clearfield County,
Pennsylvania, consisting (1) three (3) acres;
and (2) Thirteen and ninety-two hundredths
(13.92) acres,

on the judgment in ejectment in the above-stated action, re-
turnable, sec. leg.; and also for a writ of Fi. Fa. for the
sum of Nine Hundred and Nine (\$909.00) Dollars royalty due,
and costs of suit returnable sec. leg.

KELLEY, JOHNSTON & CIMINO

By

Edward T. Kelley
Attorneys for Plaintiff.

October 31, 1960

Mr. Fred Shannon
12th St.
Phillipsburg, Pa.

Mr. Ardell Hamer
Wallaceton, Pa.

Dear Sirs:

We represent Mr. Frank Kostyu of Allport, Pa. who has a coal lease agreement with you dated February, 1960. This is notice to you to refer to Paragraphs 7, 8, 11 and 12 of said lease agreement.

First, in regard to your failure to provide (a) statements of coal which you removed from the areas where you were to pay 25¢ and 50¢ per net ton, the destination of such coal and the weights thereof, (b) Unless this matter is remedied immediately, ejectment and execution will follow because of the fact that in September, 1960 you claimed, but did not furnish statements that the royalties due Frank Kostyu were \$1279.00, and you then proceeded, without any legal right, to deduct \$750.00 in minimum royalty payments which you had made in the past and then made payment to him of the sum of \$129.00.

Under the lease you have no right to deduct the minimum royalties paid, and the law is well settled in Pennsylvania that the payments of minimum royalties are in the nature of a "penalty" or "liquidated damages" and cannot be applied as payment for coal remaining in place, so as to give the lessee the right to mine the coal at a later time without paying future royalties, unless such right is expressly provided for in the lease. Therefore, you may not recoup the money you paid as minimum royalties in the past in the absence of express provision in the lease. We demand that you immediately pay the \$750.00 and also provide weight sheets and statements as to where the coal actually went and also make payment of the royalty balance as well as refund the minimum deducted.

We are sending a copy of this letter to Mr. Ardell Hamer who has an accounting to make to our client for coal shipped as house coal.

In the event this matter is not corrected immediately, the money returned and a statement of the coal's destination and weights provided, we shall proceed under the lease to confess judgment and issue ejectment against you. If this proves necessary, you will be penalized with additional legal costs and sheriff's expenses.

ETK.g

Very truly yours,
KELLEY, JOHNSTON & CIMINO

By Edward T. Kelley

cc:
Frank Kostyu
Allport, Pa.

COPY

A G R E E M E N T

THIS AGREEMENT made this 1st day of March, 1960, by and between FRANK KOSTYU, a single man, of the Village of Allport, Clearfield County, Pennsylvania, party of the first part, hereinafter referred to as LESSOR:

A N D

FRED SHANNON, of 518 Twelfth Street, Philipsburg Borough, Centre County, Pennsylvania, party of the second part, hereinafter referred to as LESSEE.

W I T N E S S E T H:

(1) **PROPERTY AND MINING RIGHTS:** The Lessor for an in consideration of the sum of One (\$1.00) Dollars and other sums to be paid to him under this Agreement, does hereby lease, demise and rent unto the Lessee herein the exclusive right and privilege of stripping the surface and removing coal from a certain tract of land situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of the line of Anton Neubauer; thence North 84 degrees east, a distance of 1993 feet to a post corner on the line of G. Leunhardt; and Richard Shields; thence North along said line 4 degrees 45 minutes east a distance of 970 feet to a post corner on John M. Holt line; thence leaving off and starting at first starting place and going North 6 degrees 40 minutes East a distance of 1178 feet to a post on the line of John M. Holt; thence South 89 degrees 30 minutes East along the line of John M. Holt, a distance of 1919 feet to a post and place of leaving off, said piece to contain 47 acres; also one other piece starting at the first starting post; thence South 84 degrees 15 minutes West a distance of 307 feet to a post corner on Grantor; thence North 45 degrees 45 minutes West a distance of 310 feet to a post on line of grantor; thence North 64 degrees 15 minutes East a distance of 390 feet to a post corner on line of grantor; thence South 38 degrees 15 minutes East, a distance of 232 feet to a post on the line between Anton Neubauer, and Anton Oster; thence South 6 degrees 40 minutes West a distance of 205 feet to a post at first starting point and place of beginning and to contain 3 acres.

ALSO BEGINNING at a post on the line of Adam Oster Estate; thence North 41 degrees West a distance of 326 feet and seventenths feet to a post; thence north 68 degrees 58 minutes East 396.6 feet to a post; thence along the lines of the said Oster North 23 degrees 23 minutes West a distance of 910.8 feet to a post; thence along the line of Catherine Holt Estate South 89 degrees 49 minutes East 378.7 feet to a post; ~~along~~ thence South 5 degrees 36 minutes West 347.2 feet to a post along the lines of the Hubler Estate; thence South 11 degrees 1 minute East along said lands 439.5 feet to a post; thence along said lands 23 degrees 10 minutes East 281.2 feet to a post; thence along said lands South 35 degrees 17 minutes West 147.1 feet to a post and place of beginning. Containing 13.92 acres.

BEING the same premises title to which became vested in Jos. and Bertha Kostyu, his wife, by deed dated the 2nd day of September, 1926, from Simon Oster, Administrator of the Estate of Catherine Oster; said Deed having been recorded in the Office of the Recorder of Deeds of Clearfield County, Pa. in

Deed Book Vol. 282 at Page 317 thereof. And being so seized the said Joseph Kosztyu predeceased his wife leaving title to the whole of said premises in his wife, Bertha Kosztyu, And being so seized the said Bertha Kosztyu died testate and under the terms of her Last Will and Testament she devised all of her above property to her three sons, Frank Kosztyu, Joseph Kosztyu and Stephen Kosztyu. Whereas by a certain deed dated the day of , 1960, the said Joseph Kosztyu and Stephen Kosztyu granted and conveyed their interest in the within described premises to their brother Frank Kosztyu who now holds ~~the~~ title to the whole of the above described premises.

UNDER AND SUBJECT, NEVERTHELESS, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, conveyances put and limitations as are contained in all prior Deeds.

TOGETHER (insofar as the Lessor has the right to grant the same) the exclusive right of egress, ingress and regress into and upon the lands for the purpose of stripping, searching for, transferring and removing the said coal by the strip mining method. The said Lessor does hereby release all and any claim for damages and injury to the lands because of the stripping of the surface and also releases all and every claim for damages or injury to any waters being or flowing in, on or under or through lands caused by the stripping operation.

All the rights and privileges granted herein to be in effect as long as the Lease is in effect, but when the Lease is terminated for any reason all of the Lessee's rights are ended, but the Lessee is still liable for the performance of all the covenants and for the payment of any and all royalties due unto the Lessor.

The above rights are granted only insofar as they are vested in the Lessor at the date of this agreement and to the extent only that the Lessor has the right to grant the same.

(2) TERM AND EFFECTIVE DATE: It is agreed that this Lease shall begin with the execution and delivery hereof and shall remain in full force and effect for a period of one year from said date; provided, however, that if the Lessee is stripping coal from the above-described premises, he shall have the right to extend said terms for an additional period of one year by continuing his operations into the second year, and provided further that if the Lessee is stripping and removing coal from said property he shall have the further right of extending the same terms for an additional period of one (1) year by continuing his operation beyond the second annual period, unless notified to the contrary by the Lessor herein.

(3) TONNAGE ROYALTY: The Lessee shall pay to the Lessor for the rights and privileges herein granted during the entire period this lease is in force, royalty at the rate of twenty-five (25¢) cents per net ton for all coal stripped and removed from the said property where other parties own the coal and the sum of fifty (50¢) cents per net ton for all coal stripped and removed from the property where the Lessor owns the coal. Payments of said royalty shall be made on or before the twenty-fifth (25th) day of each month for all coal stripped and removed during the preceding calendar month and each payment shall be accompanied by a statement showing the quantity of coal so stripped and removed during the period covered by the respective payments. All payments to be made to the Lessor without demand.

(4) WHEELAGE RIGHTS. The Lessee shall have the right and privilege at all times during the continuance of this Lease to transport coal over, under, and across the above described premises or properties from any other property, provided a wheelage charge of two (2¢) cents per net ton for each ton of coal transported over, across or through the said properties shall be paid to the Lessor at the time set for the receiving of the tonnage royalty. It is specifically agreed that these wheelage rights terminate at the same time as the rights for stripping on the described property terminate.

(5) MINIMUM ROYALTY: The Lessee shall, beginning April 25th, 1960, pay to the Lessor a minimum royalty of One Hundred and Fifty (\$150) Dollars per month.

(6) NOTICES: Any notice of the Lessee hereunder shall be in writing and shall be delivered to the Lessee, or his authorized assignee or successor or by forwarding it, by registered mail, to his office or principal place of business.

(7) TONNAGE MEASUREMENTS: All tonnage so far as is practicable shall be determined by railroad weights, provided, however, that if the coal or any portion thereof produced from the leased premises aforesaid shall be mingled with coal produced from other premises of the Lessee, the Lessee shall provide suitable truck scales and the weight shall be determined by the truck scales of the Lessee. Nothing contained in this Paragraph shall bind the Lessor as to the weight of the coal mined and removed from the demised premises, and the Lessor may resort to any other

appropriate method to determine the tonnage of coal stripped and removed.

(8) TAXES: All taxes upon the coal hereby leased while the same remains in place shall be paid or caused to be paid by the Lessor during the term of the Lease, and all taxes and assessments that may be imposed, charged, assessed, or levied upon the improvements, equipment and machinery owned or used by the Lessee for the stripping, removing and transporting of said coal or upon coal stripped, shall be paid by the Lessee. Should any Federal, State, or local subdivision impose any tax upon the stripping, the coal stripped, or otherwise, said taxes shall be paid by the Lessee.

(9) BOOKS: The Lessee shall and will keep complete and accurate books of account showing the amount of coal produced from the said leased premises, and, at the time for payment of the monthly royalties hereinbefore mentioned, shall and will during the continuance hereof, furnish accurate statements of all coal stripped and produced during the preceding calendar month; shall and will keep all stripping maps, books, plans and records necessary in operating said leased premises; shall and will furnish Lessor, or his duly authorized agent or employees at any reasonable time upon request, access to all weight sheets, maps and plans relating to the stripping operations and quantity of coal produced; shall and will also furnish Lessor, upon reasonable request, the reports of the drilling, searching, exploring and prospecting, also tracings or blue prints duly certified by the Chief Engineer of the Lessee, of all stripping maps relating to the leased premises and the operations of the Lessee therein; shall and will also give Lessor, his duly authorized agent or employees, at reasonable times, access to any and all portions of the said leased premises and to the operations in connection therewith.

(10) BACKFILLING: The Lessee shall comply with the Pennsylvania Law respecting backfilling insofar as it applies to the property in general, but with regard to the area within one hundred (100) yards from the property or house on either side, he shall restore it to the original contour.

(11). DEFAULT IN ROYALTIES: If any royalties or other sums payable by the Lessee under the terms of this Lease shall, after being due, remain unpaid for a period of ten (10) days after written demand, the Lessee does hereby authorize and empower any attorney of any court of record in Pennsylvania, or elsewhere, to appear for him and confess judgment against him for any and all such sums, with costs of suit and attorney's commission of

five (5%) per cent. on the amount due, with release of all errors, and without any stay of execution, and inquisition and extension, upon any levy on real estate is hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on any execution is also hereby waived, and no benefit of exemption shall be claimed under and by virtue of any exemption law now in force or hereafter to be enacted; the above provisions, however, shall not be a bar to any other remedy which the Lessor may have for the enforcement of payment of royalties in arrears, or such other sums or payment as may be due from the Lessee to the Lessor.

(12) BREACH OF COVENANTS: In case of a breach by the Lessee of any of the covenants of this Lease, all of which are declared to be enforceable as conditions as well, continuing for a period of thirty (30) days after written notice thereof, from the Lessor, or immediately in case of a judicial sale or transfer or sale by operation of law, in any manner or form, including adjudication in bankruptcy, voluntary or involuntary, thereupon the Lessor may, at his option, declare this Lease terminated and at an end, and the Lessor shall have the right and is fully authorized upon any such termination to enter upon said leased property and take exclusive possession of the same, with the right to use force, if force be necessary, for such entrance and recovery of possession; or the Lessor may, at his option, from time to time, issue a writ or writs of ejectment against the Lessee for the said leased property and to the end that such ejectment may be affected, the Lessee hereby authorizes and empowers any attorney of any Court of Record in Pennsylvania, or elsewhere, to appear for him in such writ or writs of ejectment, and confess judgment therein against him, and the Lessee does hereby consent and agree that a writ or writs of Habere Facias Possessionem may in that event forthwith be issued, with clause of Fi. Fa. for costs and royalties in arrears, and be duly executed so that thereby on such judgment or judgments and execution or executions thereof, the Lessee, his employees and agents shall be ousted from the possession of the leased property and the Lessor be given full and exclusive ~~possession~~ possession of the same; the Lessee does further, in that event, hereby waive and release all errors and any and every manner of benefit which he might otherwise have by reason of any

error or irregularities in any suit, or judgments or executions brought, entered or issued under the terms hereof, hereby waiving the benefit of all exemption laws now in force or which may hereafter be enacted and all the benefits of any law giving stays of execution in any action or actions brought or judgments entered by virtue hereof; provided, however, that neither any such termination of this Lease nor the taking or recording of possession of the leased property as herein provided shall deprive the Lessor of any other action or actions, or right of action whatsoever, which they may have in law or in equity for the recovery of said leased property, or for the collection of royalties, or for the recovery of any damages which might or may accrue to it hereunder, or release the Lessee from his responsibility anything in this paragraph (12) to the contrary, Lessor shall give Lessee thirty (30) days' notice in writing of any default he claims Lessee has committed. During said thirty day period, Lessee shall have the right to remedy, rectify or cure such default and if said Lessee should rectify the same, then and in that event there shall be no forfeiture of said Lease.

(13) NON-ASSIGNMENT: Lessee agrees not to mortgage or encumber with liens of any kind, or sell, assign, or set over nor sublet the whole or any part of the hereby demised premises without the written consent of Lessor thereunto first had and obtained. It is hereby agreed and provided that any lawful levy and sale on execution or other legal process as well as any assignment on sale in bankruptcy or insolvency or under any other compulsory procedure or any receivership created, shall be deemed and taken to be an assignment or subletting within the meaning of this agreement, and, at the option of the Lessor, shall work an immediate forfeiture without notice, and thereupon possession may be immediately taken by Lessor without further formality.

(14) LESSEE'S CANCELLATION: It is agreed that the Lessee herein shall have the right to cancel this Agreement at any time within thirty (30) days from the date of this agreement, and thereafter shall have the right at any time to cancel this Lease by giving the Lessor sixty (60) days' written notice of his intentions to cancel.

(15) No bottom coal must be covered. If it is not saleable at the time it is uncovered, then it must be stock piled.

(16) This agreement shall be binding upon the parties hereto
their heirs, executors, administrators, successors and assigns.

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

Witnessed by (s) Frank Kostyu (SEAL)
Maude Harper, J.P. Frank Kostyu (Lessor)
Comm. exp: 1/3/1966 (3) Fred Shannon (SEAL)
(Fred Shannon (Lessee))

STATE OF PENNSYLVANIA :
: SS.
COUNTY OF :

On this, the day of , 1960, before me, a
Notary Public, the undersigned officer, personally appeared Frank
Kostyu, known to me (or satisfactorily proven) to be the person
whose name is subscribed to the within Instrument, and acknowledged
that he executed the same for the purpose therein contained.

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

My comm. exp: Jan. 3, 1966 (s) Maude Harper, J.P.
(Notary Public)

STATE OF PENNSYLVANIA :
: SS.
COUNTY OF Clearfield :

On this, the 30th day of March , 1960, before me, a
Notary Public, the undersigned officer, personally appeared
Fred Shannon, known to me (or satisfactorily proven) to be the
person whose name is subscribed to the within Instrument, and
acknowledged that he executed the same for the purpose therein
contained.

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

My comm. exp: Jan. 3, 1966 (s) Maude Harper, J. P.
Notary Public

November 1, 1960

Mr. Fred Shannon
12th St.
Phillipsburg, Pa.

Dear Mr. Shannon:

This is a reminder to you that the ten (10) days' notice under your lease with Mr. Kostyu is rapidly drawing to a close.

We mailed you a letter Monday which you no doubt have received.

Our instructions are to go ahead and issue execution for the balance of the money due Mr. Kostyu and to also to confess judgment, issue a judgment and have the Sheriff put you off the property unless the matter is taken care as requested in our letter October 31.

RTK:g

Very truly yours,
KELLEY, JOHNSTON & CIMINO

By

Edward T. Kelley

cc:

Mr. Ardell Hamer
Allametown, Pa.

Mr. Frank Kostyu
Allport, Pa.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
NO. 44 *Nov* TERM, 1960

FRANK KOSTYU
Plaintiff

vs.

FRED SHANNON
Defendant

CONFESSION OF JUDGMENT
STATEMENT OF CAUSE OF ACTION
AMICABLE ACTION & CONFESSION
OF JUDGMENT IN EJECTMENT
FOR ROYALTIES

Vol 8, 107.

(6)

Not Dec 15/18

FILED
10:14 PM Oct.
NOV 16 1960
WM. T. HAGERTY
PROTHONOTARY

4.50

6.00 for which they owe

KELLEY, JOHNSTON & CIMINO
ATTORNEYS AT LAW
PHILIPSBURG, PA.