

DOCKET NO. 173

Number	Term	Year
195	November	1960

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First National Bank of Philipsburg

**Versus**

Joseph A. Waksmunski,

Frances C. Waksmunski

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IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 195 ~~FE~~ TERM, 1960  
November TERM, 1960

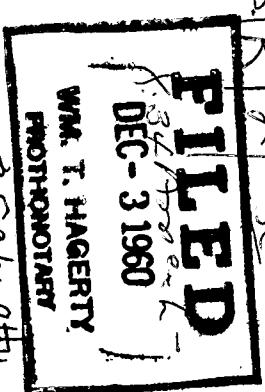
THE FIRST NATIONAL BANK OF  
PHILIPSBURG, PENNSYLVANIA,  
Plaintiff

Defendants

vs.

52  
32  
JOSEPH A. WAKSMUNSKI and FRAN-  
CES C. WAKSMUNSKI, His Wife,  
Defendants

CONFESSON OF JUDGMENT



3 So by atty  
BAIRD & McCAMLEY  
ATTORNEYS AT LAW  
PHILIPSBURG, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE FIRST NATIONAL BANK OF  
PHILIPSBURG, PENNSYLVANIA,  
Plaintiff }  
Vs. }  
JOSEPH A. WAKSMUNSKI and FRAN- }  
CES C. WAKSMUNSKI, His Wife, }  
Defendants )

NO. 195 *For* FEBRUARY TERM, 1960

TO THE PROTHONOTARY OF THE SAID COURT:

AND NOW, THIS Second day of December, 1960, enter judgment in favor of the Plaintiff and against the Defendants by confession on the annexed mortgage bond, with costs of suit, attorney's commission of ten (10%) per cent, waiver of exemption, etc., and without stay of execution. Assess Plaintiff's damages according to law as indicated below.

BAIRD & McCAMLEY

By *John C. Baird*  
Attorneys for Plaintiff

PLAINTIFF'S DAMAGES

Original Amount of Bond----- \$10,600.00

Balance Due on Principal----- \$4,453.37  
Together with Interest from May

14, 1960

Attorney's Commission----- 445.33 *4895.70*

Plaintiff's Address: Philipsburg, Pennsylvania

Defendant's Address: Frenchtown, Decatur Township, Clearfield  
County, Pennsylvania

Know all Men by these Presents,

That JOSEPH A. WAKSMUNSKI and FRANCES C. WAKSMUNSKI, His Wife, of Decatur Township, Clearfield County, Pennsylvania.

held and firmly bound unto First National Bank, Philipsburg, Pennsylvania.

a corporation or a body politic, created by and existing under the laws of the United States.

having its domicile in the Borough of Philipsburg, County of Centre  
in the Commonwealth of Pennsylvania, in the sum of Ten thousand six hundred (\$10,600.00)  
\*\*\*\*\* Dollars

lawful money of the United States of America, to be paid to the said—First National Bank, Philipsburg, Pennsylvania—its certain attorney, successors or assigns; to which payment well and truly to be made they do bind themselves, their heirs, executors, administrators, and every one of them, jointly and severally firmly by these presents.

And \_\_\_\_\_ they. do hereby empower

or any Attorney of any Court of Record within the United States or elsewhere, to appear for them and after one or more declarations filed, confess judgment or judgments against them in favor of the said First National Bank, Philipsburg, Pennsylvania, its successors and assigns, as of any term for the above penalty, together with costs of suit, attorney's commission of 10 per cent. for collection with waiver of inquisition and condemnation of any property that may be levied upon by virtue of any execution which may issue forthwith on failure to comply with the conditions hereof; and all errors in said proceedings, together with stay of, or exemption from execution, or extension of time of payment, which may be given by any Act of Assembly now in force or which may be enacted hereafter, are hereby forever waived and released.

Witness — our hand\_s and seal\_s the — 16<sup>th</sup> — day of April  
in the year of our Lord, one thousand nine hundred and fifty-six.

Now the Condition of the above Obligation is such, *That if the above bounden*  
— Joseph A. Waksmunski and Frances C. Waksmunski, *their*  
*heirs, executors or administrators shall and do well and truly pay, or cause to be paid unto the said*  
First National Bank, Philipsburg, Pennsylvania,  
*its successors or assigns, the just sum of—Five thousand three hundred (\$5300.00)\*\*\*\*\**

\*\*\*\*\**Dollars, like lawful money as aforesaid in the manner following:*  
Within five (5) years from the date of this instrument, together with interest on the unpaid principal balance at the rate of six (6%) percent per annum, to be paid in the manner following: The Mortgagors to pay the sum of Fifty-five (\$55.00) Dollars per month, the first payment thereof to be made one (1) month from the date of this instrument and subsequent payments on the same day of each and every month thereafter; the said monthly payment first to be applied to interest and the balance to be applied to principal. The Mortgagors to have the right and privilege to pay any greater portion or the entire amount of this mortgage on any monthly payment date.

with interest thereon from the date hereof, at per cent. per annum, payable annually,  
until the whole of said principal debt or sum be fully paid; and shall also, from time to time, until said debt and interest  
be fully paid, renew and keep alive, by paying the necessary premiums and charges on such policies of insurance as may  
be taken out to the amount of at least Five thousand three hundred (\$5300.00)\*\*\*\*\*

Dollars, by or in behalf of the said—First National Bank, Philipsburg, Pennsylvania—its successors and assigns, for the further security of the said debt upon the buildings and improvements described in the mortgage accompanying and securing this present obligation, and also all taxes, municipal assessments or charges assessed against or upon the mortgaged premises, without any fraud or further delay then this obligation is to be void, otherwise it is to remain in full force and virtue; and in case default be made in payment of said principal debt or sum, or of any installment of interest or premium of insurance as aforesaid, or of any taxes, municipal assessments or charges assessed upon the mortgaged premises, as aforesaid, or of any part thereof when due and payable, respectively, by the terms of this obligation, for the space of — thirty (30) — days, as aforesaid, the whole of said principal debt or sum and interest then unpaid, shall thereupon at the option of the holder hereof become due and payable, and execution may issue forthwith for the collection of the same, together with all fees, costs and expenses of collection, including an attorney's commission of —10 — per cent.

Sealed and Delivered in the Presence of

John J. McConaughay

Joseph A Waksman  
Frank S Waksman



**Bond**

*From*

JOSEPH A. WAKSMUNSKI and  
FRANCES C. WAKSMUNSKI, His  
Wife,

*To*

FIRST NATIONAL BANK,  
PHILIPSBURG, PENNSYLVANIA

*Dated* April 1, 1956  
\$ 5300.00

Witness my hand this ..... day of ..... 19 .....

I hereby certify that the precise residence of the within obligor is .....

**Certificate of Residence**

..... Attorney.

By .....

..... day of ..... A. D. 19 .....

Witness the common and corporate seal of said Obligee and the hand of its attorney, this .....  
..... confesses judgment annexed thereto, with all its rights, remedies and powers.

or assumpsit, the within Bond and Obligation and all monies secured thereby, together with the Warrant of Attorney to

..... does hereby sell, assign, transfer and set over unto ..... Obligee herein.

For value received, the ..... Obligee herein.

**Assignment**

**SIGN THIS BLANK FOR SATISFACTION**

Received on ... April 13 ....., 1964., of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

Rebecca Torney.....  
Witness

County National Bank  
P.B. Oldham, Asst. Cashier

Plaintiff

**SIGN THIS BLANK FOR ASSIGNMENT**

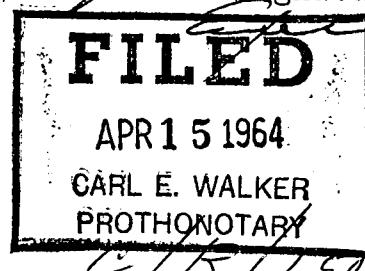
Now, .. Jan. 4., 1961., for value received ..... we ..... hereby assign, transfer and set over to . County National Bank .....  
Address Assignee ..... of . Osceola Mills, Pa......

above Judgment, Debt, Interest and Costs without recourse.

Betty J. Watson.....  
Witness

FIRST NATIONAL BANK OF PHILIPS-BURG

By Carl E. Walker  
Authorized Signature



# STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

First National Bank of Phillipsburg	No. 195	TERM	November 19 60
Penal Debt			\$ 10,600.00
Real Debt			\$ 4,453.37
Atty's Com.			\$ 445.33
Int. from	May 14, 1960		
Entry & Tax		By Atty's	\$ 3.50
Atty Docket			\$ 3.00
Satisfaction Fee			1.00
Assignment Fee			1.00
Instrument		D. S. B. on Mtg. Bond	
Date of Same		April 16	19 56
Date Due		In Instalments	19 60
Expires		December 3	19 60
Entered of Record	3rd	day of December	1960 8:34 AM EST
Certified from Record	3rd	day of December	1960

*John J. Ziegert*  
Prothonotary

## Praeclipe for Writ of Execution - Money Judgments.

THE FIRST NATIONAL BANK OF PHILIPS-  
BURG, PENNSYLVANIA, Plaintiff  
Vs.

JOSEPH A. WAKSMUNSKI and FRANCES C.  
WAKSMUNSKI, His Wife,  
Defendants

) IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA.

NO. 195 Rev. February

Term, 19~~6~~

60

# PRAECIPE FOR WRIT OF EXECUTION

## To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield County;

(2). against the following property Real Estate located in Decatur Township,  
Clearfield Co., Penna. description attached hereto of defendant(s) and

(3). against the following property in the hands of (name) garnishee;

(4). and index this writ

(a) against Joseph A. Waksmunski and Frances C. Waksmunski, His Wife,  
defendant(s) and

(b) against \_\_\_\_\_, as garnishee,  
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due	\$ 4,453.37
Interest from May 14, 1960, to December 2, 1960	\$ 126.91
Costs (to be added) as on record	\$ _____
Attorney's Commission @ 10%	\$ 445.33

Attorney for Plaintiff(s)

No. 195 ~~Pr~~ Term, 19 66  
No. 1 ~~Pr~~ Term, 19 66

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

Prae

THE FIRST NATIONAL BANK OF

PHILIPSBURG, PENNSYLVANIA,

vs.

JOSEPH A. WAKSMUNSKI and FRAN-  
CES C. WAKSMUNSKI, His Wife.

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT

Interest from - - -

Prothonotary - - -

Use Attorney - -

Use Plaintiff - -

Attorney's Comm.

Satisfaction - - -

Sheriff - - - -

109

<b>FILED</b>
DEC - 3 1960
WM. T. HAGERTY
PROTHONOTARY

RECEIVED WRIT THIS \_\_\_\_\_ day  
of \_\_\_\_\_ A. D., 19 \_\_\_\_\_,

at \_\_\_\_\_ M.  
Sheriff

Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 195 NOVEMBER TERM, 1960

FIRST NATIONAL BANK OF PHIL-  
IPSBURG, PENNSYLVANIA,  
Plaintiff

VS.

JOSEPH A. WAKSMUNSKI and FRAN-  
CES C. WAKSMUNSKI, His Wife,  
Defendants

P R A E C I P E

BAIRD & McCAMLEY  
ATTORNEYS AT LAW  
PHILIPSBURG, PENNSYLVANIA

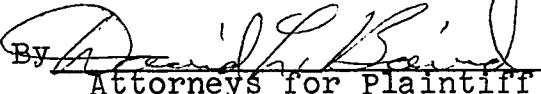
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF )  
PHILIPSBURG, PENNSYLVANIA, )  
Plaintiff )  
Vs. ) NO. 195 NOVEMBER TERM, 1960  
JOSEPH A. WAKSMUNSKI and )  
FRANCES C. WAKSMUNSKI, His )  
Wife, )  
Defendants )

TO CHARLES G. AMMERMAN, SHERIFF:

AND NOW, THIS Fourth day of January, 1961, return the  
Writ of Fieri Facias issued on the above judgment unexecuted.

BAIRD & McCAMLEY

By   
Attorneys for Plaintiff

Please Present This Statement When Making Payment

# STATEMENT OF 1960 TAXES

No. \_\_\_\_\_ Date AUG 1 '60  
Borough of Decatur  
Township \_\_\_\_\_  
Name Joseph A. & Frances C. Waksmaniski  
Address Rd. Osceola Mills, Pa.

Page No. <u>89</u>	Assessed Valuation
ITEM OF PROPERTY: <u>H, G&amp; L#113&amp;PT. L#123</u>	Real Estate - \$ <u>2232</u>
	Occupation - \$ _____

COUNTY:—	DOLLARS	CENTS
Real Estate Tax, 7 mills	<u>15</u>	<u>62</u>
INSTITUTION DISTRICT:—		
Real Estate Tax, 1½ mills	<u>3</u>	<u>35</u>
BOROUGH OR ROAD:—		
Real Estate Tax, <u>9</u> mills	<u>20</u>	<u>09</u>
Occupation Tax, _____ mills		
Per Capita Tax, _____		
SCHOOL:—		
Real Estate Tax, <u>18</u> mills	<u>40</u>	<u>17</u>
Per Capita Tax, _____		
TOTAL TAXES . . .	<u>7</u>	<u>9</u>
2% Discount -		<u>2</u>
December 1st, 5% Penalty -	<u>3</u>	<u>96</u>
1960 Amount Due -	<u>8</u>	<u>3</u>
		<u>1</u>
		<u>9</u>

DISCOUNT of 2% allowed if paid within 2 months from date of this notice.

PENALTY of 5% added beginning 4 months from date of this notice.

Taxes are due and payable. Prompt payment is requested. No receipt mailed unless stamped addressed envelope is enclosed. NOTE - All delinquent taxes on real estate will be returned on the first Monday of May, 1961, to the County Commissioners for sale by the County Treasurer, and will be subject to interest at 6% per annum from May 1, 1961, in addition to the above penalties. After the first Monday of May, 1961, payment of returned taxes shall be made ONLY to the COUNTY TREASURER, Clearfield, Pa.

I will be at HOME MONDAY, TUESDAY, SATURDAY . . .

on . . .

GUY COUDRIET  
TAX COLLECTOR  
to receive taxes. RD. OSCEOLA MILLS, PA.  
Tax Collector

Address

BAIRD & McCAMLEY  
ATTORNEYS AT LAW  
PHILIPSBURG, PENNSYLVANIA  
January 5, 1961

DAVID L. BAIRD  
JOHN J. McCAMLEY

NEVIN B. GILPATRICK

TELEPHONE: DICKENS 2-2240

Charles G. Ammerman  
Clearfield County Sheriff  
Clearfield, Pennsylvania

Dear Buzzy:

Enclosed herewith please find Praecepse directing the return of the Writ of Fieri Facias issued on judgment of the First National Bank of Philipsburg vs. Joseph A. Waksmunski, et ux, unexecuted.

You will also find enclosed herewith our check for the following items of costs:

Prothonotary-----	\$6.00
Attorney-----	6.50
Sheriff-----	52.67
	<u>\$65.17</u>

If anything further is needed in this respect, please advise.

Very truly yours,

Baird & McCamley

By *David L. Baird*  
David L. Baird *by*

DLB:LK

SHERIFF'S SALE  
OF VALUABLE REAL ESTATE

---

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania and to me direct, there will be exposed to public sale in the Sheriff's Office in the Courthouse in the Borough of Clearfield, on

FRIDAY, January 6, 1961

At 10:00 o'clock A.M.

THE FOLLOWING DESCRIBED PROPERTY TO WIT:

(As described on the attached sheet)

---

Seized, taken in execution and to be sold as the property of Joseph A. Waksmunski and Frances C. Waksmunski Frenchtown, Dematur Township, Pa., at the suit of First National Bank of Philipsburg, Pa., on Judgment No. 195 November Term, 1960, Writ of Execution No. 8 November Term, 1960.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of the sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who in case of deficiency at such resale shall make good the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and claimants; a schedule of distribution will be filed by the Sheriff in his office the first Monday following date of sale and distribution will be made in accordance with the schedule, unless exceptions are filed within ten (10) days thereafter.

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Sheriff's Office, Clearfield, Pa.

CHARLES G. ALTMERMAN,  
Sheriff

Directions to Newspaper

Clearfield Progress      (Please publish once a week for three successive weeks, beginning December 15, 1960)

Clearfield Progress to prepare ten (10) Sales Cards.

BEGINNING at a point on the North side of Second Street; thence in an Easterly direction, a distance of two hundred fifteen (215) feet more or less to a point on the Western right-of-way line of public road; thence North five ( $5^{\circ}$ ) degrees East along the said public road, a distance of one hundred twenty (120) feet more or less to a point; thence in a general Westerly direction, a distance of two hundred seventy-five (275) feet to a point on the East side of an alley; thence in a general Southerly direction along the said alley, a distance of one hundred (100) feet to a point and the place of beginning. Being Lot No. 113 and part of Lot No. 123.

BEING the same premises as were sold and conveyed unto Joseph A. Waksmunski and Frances C. Waksmunski, His Wife, by deed of Joseph E. Petroski, a Single Man, dated April

# Sheriff's Levy of Personal Property

BY VIRTUE of writ of Fieri Facias, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described personal property of the Defendant, situated in the

Grencktown Decatur Twp

*as per description*

Seized, taken in execution, and to be sold as the property of

Joseph A. & Frances C. Wadsworth

Charles H. Gammie

Sheriff

Sheriff's Office, Clearfield, Pa.,

Dec - 13 1960

Writ of Execution. Mortgage Foreclosure.

First National Bank of  
Philipsburg, Pa.

vs.

Joseph A. Waksmunski and  
Frances C. Waksmunski

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

NO. 195 November

Term, 19 60

Exec. No. 8 November Term, 1960

WRIT OF EXECUTION

Commonwealth of Pennsylvania }  
County of Clearfield } SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

BEGINNING at a point on the North side of Second Street; thence in an Easterly direction, a distance of two hundred fifteen (215) feet more or less to a point on the Western right-of-way line of public road; thence North five (5) degrees East along the said public road, a distance of one hundred twenty (120) feet more or less to a point; thence in a general Westerly direction, a distance of two hundred seventy-five (275) feet to a point on the East side of an alley; thence in a general Southerly direction along the said alley, a distance of one hundred (100) feet to a point and the place of beginning. Being Lot No. 113 and part of Lot No. 123.

BEING the same premises as were sold and conveyed unto Joseph A. Waksmunski and Frances C. Waksmunski, his wife, by deed of Joseph E. Petroski, a Single Man, dated April

(Specifically describe property)

Amount due	\$ 4453.37
Interest from May 14, 1960 to December 2, 1960	\$ 126.91
Costs (to be added) Attorneys Baird & McCamley	\$ 6.50
Attys. Comm. @ 10%	\$ 445.33
Prothonotary	\$ 6.00

*John J. Vagerty*  
Prothonotary



Deputy

Date December 5, 1960

Proth'y. No. 61

NOW, January 10, 1961 by direction of Baird & McCamley by David E. Baird  
I return this writ "unexecuted", Sheriff's costs paid.

So Answers,

*Charles G. Ammerman*  
CHARLES G. AMMERMAN  
Sheriff

14/263  
No. 195 November Term, 1960  
No. 8 November Term, 1960

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

First National Bank of Phillips-  
burg, Penna.

vs.

Joseph A. Waksmaniski and

Frances C. Waksmaniski

Frenchtown, Decatur Twp., Pa.

WRIT OF EXECUTION  
(Mortgage Foreclosure)

EXECUTION DEBT

\$4453.37

Interest from May 11, 1960 to  
December 24, 1960 - - - - - 126.91

Prothonotary - - - - - 6.00

WRIT OF EXECUTION

Use Attorney - - - - - 6.50

Use Plaintiff - - - - -

Attorney's Comm. - - - - - 445.33

Satisfaction - - - - -

Sheriff - - - - -

From No. 195 November Term, 1960

FILED

JAN 10 1961

WM. T. HAGERTY  
PROTHONOTARY

Baird & McCamley  
Attorney(s) for Plaintiff(s)

Baird and McCamley

Attorney for Plaintiff(s)