

DOCKET NO. 173

Number	Term	Year
195	November	1960

First National Bank of Philipsburg

Versus

Joseph A. Waksmunski,

Frances C. Waksmunski

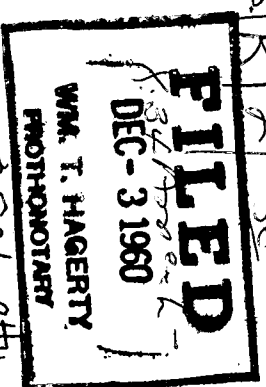
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
November
NO. 195 ~~FEBRUARY~~ TERM, 1960

THE FIRST NATIONAL BANK OF
PHILIPSBURG, PENNSYLVANIA,
Plaintiff

vs.

52
JOSEPH A. WAKSMUNSKI and FRANCES C. WAKSMUNSKI, His wife,
32
Defendants

CONFESSION OF JUDGMENT



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 ^{How.} 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 Hamilton L. 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 ^{1898.70}

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—16th—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—

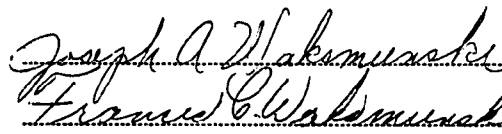
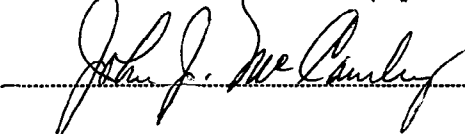
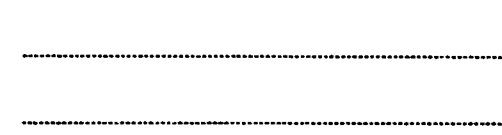
heirs, executors or administrators shall and do well and truly pay, or cause to be paid unto the said

—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%) per cent 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

Bond

From

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

To

FIRST NATIONAL BANK,
PHILIPSBURG, PENNSYLVANIA

Dated April _____, 1956

\$ 5300.00

Assignment

For Value Received, the _____ Obligor herein
does hereby sell, assign, transfer and set over unto _____
or assigns, the within Bond and Obligation and all moneys secured thereby, together with the Warrant of Attorney to
confess judgment annexed thereto, with all its rights, remedies and powers.
Witness the common and corporate seal of said Obligor and the hand of its attorney, this _____
day of _____ A. D. 19____

By _____
Attorney.

Certificate of Residence

I hereby certify that the precise residence of the within obligor is _____
Witness my hand this _____ day of _____, 19____

SIGN THIS BLANK FOR SATISFACTION

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

Rebecca Torrey.....
Witness

County National Bank
C. B. Oldham, Jr. Pres. Cashier
Plaintiff

SIGN THIS BLANK FOR ASSIGNMENT

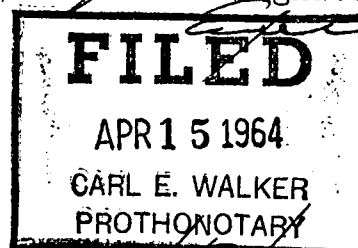
Now, ... Jan. 4 .., 1961., for value received we hereby
assign, transfer and set over to County National Bank
Address Assignee
..... of Osceola Mills, Pa......

above Judgment, Debt, Interest and Costs without recourse.

Betty J. Watson.....
Witness

FIRST NATIONAL BANK OF PHILIPS-
BURG

By [Signature]
Authorized Signature



STATEMENT OF JUDGMENT

Docket No. 173

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

First National Bank of Philipsburg

No. 195 TERM November 1960
Penal Debt \$ 10,600.00
Real Debt \$ 4,453.37
Atty's Com. \$ 445.33

Int. from May 14, 1960

VERSUS

Entry & Tax By Attys. \$ 3.50
Att'y Docket \$ 3.00

Joseph A. Waksmunski

Frances C. Waksmunski

Satisfaction Fee 1.00
Assignment Fee 1.00
Instrument D. S. B. on Mtg. Bond
Date of Same April 16 1956
Date Due In Installments 1960
Expires December 3 1960

Entered of Record 3rd day of December 1960 8:34 AM EST
Certified from Record 3rd day of December 1960

John A. Magenty
Prothonotary

Praeipe 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 Nov.

~~February~~

Term, 19⁶⁰~~61~~

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

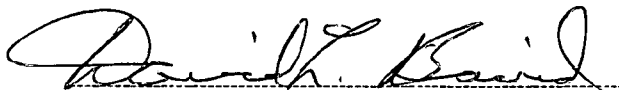
Issue writ of execution in the above matter,

- (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 | \$ <u>4,453.37</u> |
| Interest from May 14, 1960, to December 2, 1960 | \$ <u>126.91</u> |
| Costs (to be added) as on record | \$ _____ |
| Attorney's Commission @ 10% | \$ <u>445.33</u> |


Attorney for Plaintiff(s)

No. 195 Nov. Term, 19 66
~~February~~
No. 8 Nov Term, 19 66

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

THE FIRST NATIONAL BANK OF
PHILIPSBURG, PENNSYLVANIA,
VS.

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

Praecipe for Writ of Execution

109

FILED
DEC- 3 1960
WM. T. HAGERTY
PROTHONOTARY

RECEIVED WRIT THIS _____ day
of _____ A. D., 19____,
at _____ M.

Sheriff

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT		
Interest from - - -		
Prothonotary - - -		
Use Attorney - - -		
Use Plaintiff - - -		
Attorney's Comm. -		
Satisfaction - - -		
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.

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

)
(
)
(NO. 195 NOVEMBER TERM, 1960
)
(
)
(
)

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 } of Decatur
Name Joseph A. & Frances C. Wakszynski
Address Rd. Osceola Mills, Pa.

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

COUNTY:—	DOLLARS	CENTS
Real Estate Tax, 7 mills	15	62
INSTITUTION DISTRICT:—		
Real Estate Tax, 1½ mills	3	35
BOROUGH OR ROAD:—		
Real Estate Tax, <u>9</u> mills	20	09
Occupation Tax, _____ mills		
Per Capita Tax, _____		
SCHOOL:—		
Real Estate Tax, <u>18</u> mills	40	17
Per Capita Tax, _____		
TOTAL TAXES . . .	79	23
2% Discount -		
December 1st, 1960 5% Penalty -	3	96
Amount Due -	83	19

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 Praecipe 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 *in*

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, Deatur 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.

Sheriff's Office, Clearfield, Pa.

CHARLES G. AIMMERMAN,
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°) 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

Shencktown Decatur Twp

as per check

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

Joseph A. Ed Thomas C Waskmowski

Charles H. Gmmerman

Sheriff

Sheriff's Office, Clearfield, Pa., *Dec - 13* 19*60*

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 T. Magerty
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

FILED
JAN 10 1961
WM. T. HAGERTY
PROTHONOTARY

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. Wakszumski and
Frances C. Wakszumski
Frenchtown, Decatur Twp., Pa.

WRIT OF EXECUTION

From No. 195 November Term, 1960

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

11/263

RECEIVED WRIT THIS _____ day
of DEC 5 1960 A. D., 19____,
at 10:30 A. M.

Charles G. Ammerman
Sheriff

WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT	\$4453.37	
Interest from May 14, 1960 to Dec 2, 1960 Prothonotary	126.91	6.00
Use Attorney	6.50	
Use Plaintiff		
Attorney's Comm.	445.33	
Satisfaction		
Sheriff		

Baird and McCamley
Attorney for Plaintiff(s)