

DOCKET NO. 173

NUMBER	TERM	YEAR
<u>221</u>	<u>November</u>	<u>1960</u>

The Peoples Building & Loan

Association of Ridgway, Pa.

VERSUS

A. Edwin Bruce

Dorothy L. Bruce

TO DICK REED, DR.



REGISTER AND RECORDER

CLERK OF THE ORPHAN'S COURT

CLEARFIELD, PA., Feb. 14 1961

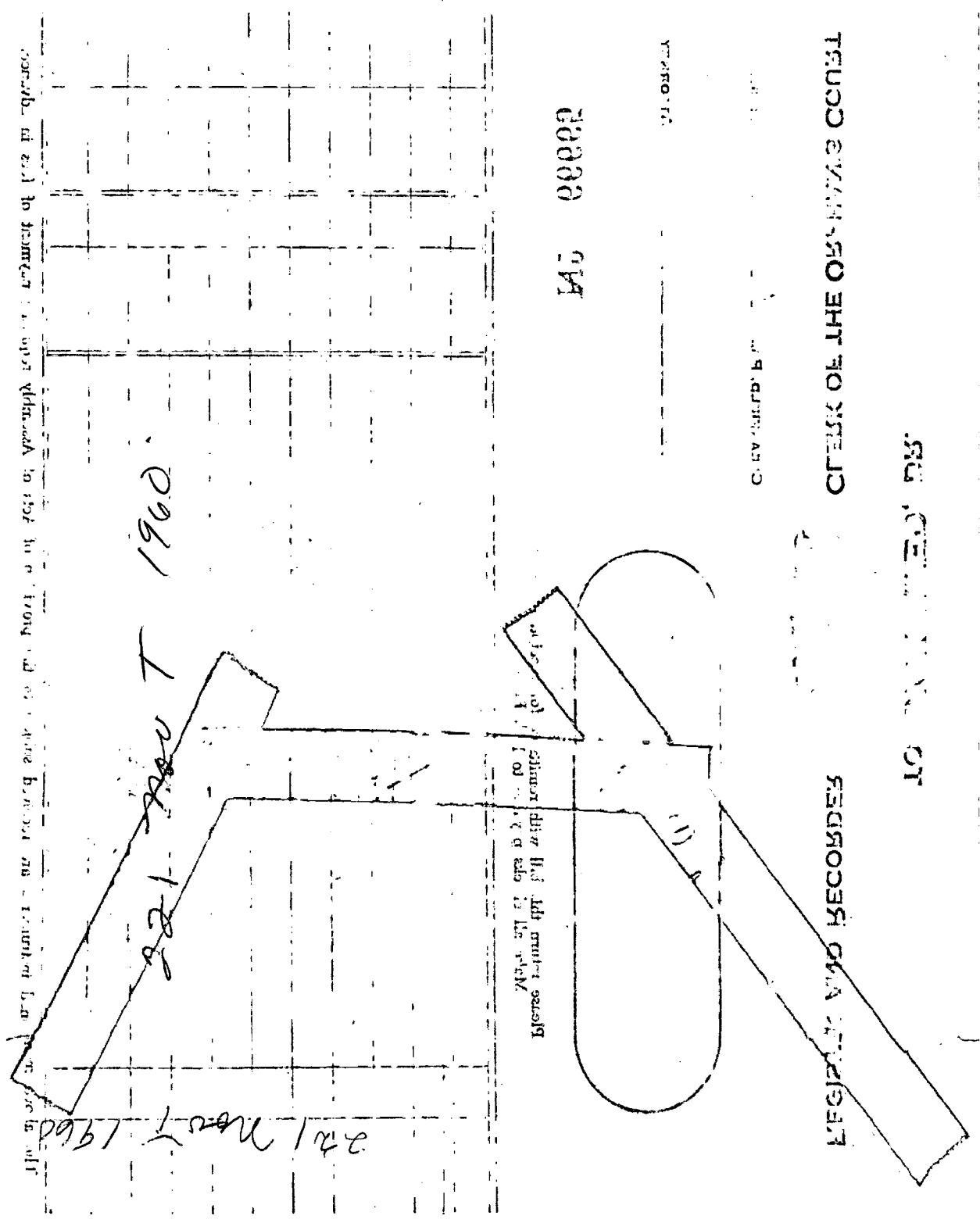
*Charles P. Annen, Sheriff
Clearfield Co.*

ATTORNEY

Nº 66665

Please return this bill with remittance for receipt.
Make all checks payable to Dick Reed

Item	Description	Amount
1	A. Sheriff's Fees	6 20
2	to People Building & Loan Co.	160 17
3	State Tax	5 57
4	Sub Total	166 92
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475</td		



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

NO. 221 November Term, 1960

PRAECLPICE FOR WRIT OF EXECUTION #9 Nov. 2. 1960

To the Prothonotary:

Issue writ of execution in the above matter: By 110
Amount due \$16,017.23
Interest from Dec. 1, 1960
Costs Costs
Robert J. Doherty, Attorney
for Plaintiff(s)

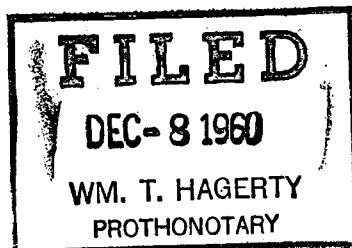
RCP 3256
Foreclosure
Proth'y. No. 66

No.

Term, 19

VS.

Praeclipe for
Writ of Execution



and which Bond is secured
by a Mortgage dated the
12th day of December, 1958
and recorded in the Office
of the Recorder of Deeds
of Clearfield County in
Mortgage Book 182 at page
10;

THE PEOPLES BUILDING AND
LOAN ASSOCIATION OF
RIDGWAY, PENNSYLVANIA, : In the Court of Common Pleas of
VS. : Clearfield County, Pennsylvania,
A. EDWIN BRUCE and DOROTHY : NO. 221, November TERM, 1960.
B. BRUCE, his wife. : CONFESSION OF JUDGMENT ON
MORTGAGE BOND.
:

TO THE PROTHONOTARY OF THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY:-

Enter judgment in favor of the Plaintiff, THE PEOPLES BUILDING AND LOAN ASSOCIATION OF RIDGWAY, PENNSYLVANIA, and against the Defendants, A. EDWIN BRUCE and DOROTHY B. BRUCE, his wife, 805 Orient Avenue, DuBois, Pennsylvania, by confession upon the bond and warrant therein contained, given by A. EDWIN BRUCE and DOROTHY B. BRUCE, his wife, to THE PEOPLES BUILDING AND LOAN ASSOCIATION OF RIDGWAY, PENNSYLVANIA, which bond is dated September 12, 1958, copy of which bond and warrant of attorney are hereto annexed, with costs of suit, attorney's commission of ten percent for collection thereon, with waiver of inquisition, and condemnation of any property that may be levied upon by virtue of any execution, which execution may issue forthwith on failure to comply with any of the conditions of said bond, with waiver of the right of exemption from levy and sale of any and all property that now is or may hereafter be exempted from levy and sale under any Act of Assembly, for such purpose, and with a release of all errors, waiver of stay of execution, etc.

The Plaintiff avers that said Defendants, their heirs and legal representatives have defaulted in the payment of principal and interest on said bond, as set forth in the affidavit filed herewith and still continue to default in the payment of same, wherefore balance of the whole principal debt with costs of suit and attorney's commission and interest have become immediately due and payable as per the following statement:-

STATEMENT

Penal sum of bond -----	\$28,800.00
10% Attorney's commission -----	2,880.00
Total Penal Sum and Commission	<u>\$31,680.00</u>

Amount secured -----	\$14,400.00
Less credit by payments -----	126.01
Bal. due on principal as of Dec. 1, 1960	<u>\$14,273.99</u>

Interest delinquent on monthly payments for Sept. 1, 1960, Oct. 1, 1960, Nov. 1, 1960 and Dec. 1, 1960,	<u>287.13</u>
Bal. of principal and interest due as of December 1960,	\$14,561.12
10% Attorney's commission on said debt,	<u>1,456.11</u>

TOTAL AMOUNT DUE, ----- \$16,017.23

Dated at Ridgway, Pa.

December 7, 1960

*Ronald E. Dinkins
B. G. Dinkins & Son
By Bruce Dinkins*
Attorney for Plaintiff

By virtue of the warrants of attorney above recited, I do hereby appear for A. EDWIN BRUCE and DOROTHY B. BRUCE, his wife, the Defendants, and confess judgment in favor of the Plaintiff, THE PEOPLES BUILDING AND LOAN ASSOCIATION OF RIDGWAY, PENNSYLVANIA, for the penal sum of \$31,680.00, being the penal sum in said obligation with 10% attorney's commission, conditioned for the payment of the sum of \$16,017.23, being the balance due thereon at the time of confession of this judgment with 10% attorney's commission thereof, with costs of suit, interest and release of errors, hereby waiving inquisition and exemption, stay of execution, etc., as fully as in said warrant of attorney authorized.

Rentz & Rentz
Bell, Schaffall & Surry
By Paul Schaffall

Attorney for Defendants

Dated at Ridgway, Pa.

December 7, 1960.

I hereby certify that the precise place of business of THE PEOPLES BUILDING AND LOAN ASSOCIATION OF RIDGWAY, PENNSYLVANIA, the above named corporation plaintiff, is 173 Main Street, Ridgway Borough, Elk County, Pennsylvania, and the precise residence of the above defendants is 805 Orient Avenue, DuBois, Clearfield County, Pennsylvania.

Rentz & Rentz
Bell, Schaffall & Surry
By Paul Schaffall

Attorney for Plaintiff.

THE PEOPLES BUILDING AND : In the Court of Common Pleas of
LOAN ASSOCIATION OF : Clearfield County, Penna.
RIDGWAY, PENNSYLVANIA, :
VS. :
A. EDWIN BRUCE and DOROTHY :
B. BRUCE, his wife, :
: NO. _____, _____ TERM, 19 _____.
:

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA :

: SS.

COUNTY OF ELK :

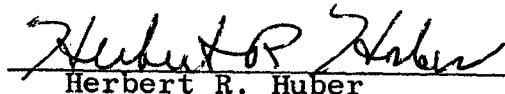
HERBERT R. HUBER, being duly sworn according to law, deposes and says:-

That he is the Secretary of The Peoples Building and Loan Association of Ridgway, Pennsylvania, and is duly and lawfully authorized to make this affidavit on behalf of the Plaintiff.

That the said Peoples Building and Loan Association is the Obligee on one certain mortgage bond dated September 12, 1958, executed, acknowledged and delivered by A. EDWIN BRUCE and DOROTHY B. BRUCE, his wife, as the original Obligors to the Peoples Building and Loan Association, to secure the payment of \$14,400.00.

That said mortgage bond provides that if any default be made in payments upon said principal and interest, or either of them, or any part thereof, as therein agreed to be made; or if such defaulted payments together with all unpaid fire insurance premiums, taxes and other charges are equivalent to four (4) monthly installment payments of principal and interest, then and from thenceforth, after such default the aforesaid principal sum, or any and all sums thereof then remaining unpaid, with all arrearages of fire insurance premiums, taxes and other charges shall, at the option of the said Building and Loan Association, become due and payable immediately; and further provides that execution may issue forthwith on failure to comply with any of the conditions of said bond.

That the said A. Edwin Bruce and Dorothy B. Bruce, his wife, Obligors, are in default of four (4) months and upwards on the monthly payments of principal and interest, and the said Building and Loan Association in the exercise of its option hath declared the whole of said principal and interest due and payable by reason of the default of the Obligors in the payment of their monthly payments on principal and interest from September 1960 to December 1960 inclusive.


Herbert R. Huber

Sworn and subscribed to
before me this 7th day of
December, A.D. 1960.


Mary Delaney
Notary Public

Notary Public, Ridgway Boro., Elk County
My Commission Expires November 28, 1964

AFFIDAVIT AS TO MILITARY STATUS

pursuant to

SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940

STATE OF PENNSYLVANIA :
COUNTY OF ELK :

HERBERT R. HUBER, being first duly sworn according to law,
deposes and says:-

That he is a resident of the County and State aforesaid;
that on behalf of THE PEOPLES BUILDING AND LOAN ASSOCIATION OF
RIDGWAY, PENNSYLVANIA, he has personally made an investigation for
the purpose of determining whether A. EDWIN BRUCE and DOROTHY B.
BRUCE, his wife, are in the military service of the United States,
so as to be entitled to the benefits of the Soldiers' and Sailors'
Civil Relief Act of 1940, approved October 17, 1940, and that from
information obtained through such investigation he certifies the
following facts to be true and correct:-

That the said A. Edwin Bruce and Dorothy B. Bruce, his wife,
are not a member of the National Guard or other Reserve component
of the land or naval forces of the United States, and they have no
retired from previous military services. They have not registered
for induction in the military service of the United States
pursuant to the Selective Training and Service Act of 1940. That
they are not in the military services of the United States, as
defined in Section 101 (1) of the Soldiers' and Sailors' Civil
Relief Act of 1940, and they have not received a discharge from
such service within sixty (60) days prior to the date of this
affidavit.

Herbert R. Huber
Herbert R. Huber

Sworn and subscribed to
before me this 7th day of
December, A.D., 1960.

Mary Delaney
Notary Public

Notary Public, Ridgway Boro., Elk County
My Commission Expires November 28, 1964

Mortgage Bond

KNOW ALL MEN BY THESE PRESENTS, That, A. EDWIN BRUCE and DOROTHY B. BRUCE, his wife, of the City of DuBois, County of Clearfield and State of Pennsylvania,

(hereinafter called the Obligors) are held and firmly bound unto **THE PEOPLES BUILDING AND LOAN ASSOCIATION OF RIDGWAY, PENNSYLVANIA** a corporation existing under the laws of Pennsylvania (hereinafter called the Obligee), in the sum of Twenty-eight Thousand Eight Hundred----- **DOLLARS (\$ 28,800.00)** lawful money of the United States of America, to be paid to the said Obligee, its successors or assigns, to which payment well and truly be made, the said Obligors do bind

heirs, executors, administrators and assigns and every one of them, jointly and severally, firmly by these presents. And also conditioned that anything herein provided to the contrary notwithstanding, it is expressly understood and agreed that the Obligation of this Bond shall cover, as well, any future advances that may be made by Obligee to Obligor, at any time or times hereafter, provided that at no time may the total balance due by Obligor to Obligee hereunder, whether the same represents, in whole or in part, the initial advance or any future advance or advances, exceed the sum of \$ 14,400.00.

AND the said Obligors do hereby empower Robert F. Pontzer or any attorney of any Court of Record within the United States or elsewhere to appear for them and with or without a declaration filed, confess judgment against them in favor of the Obligee, its successors or assigns, as of any term, for the sum of Twenty-eight Thousand Eight Hundred and 00/100----- **DOLLARS (\$ 28,800.00)** which sum shall include and cover all payments required to be made by the Obligors in and by the terms and conditions of this bond as hereinafter set forth, together with an attorney's commission for collection of ten per centum of the total of all such payments, together with costs of suit; and do hereby waive stay of execution or other process on such judgment, and holding inquisition on any real estate levied on by virtue of any writ sued out on such judgment is hereby dispensed with and waived and condemnation agreed to, which real estate may be sold under a writ or writs of Fieri Facias or other lawful writ; and all exemption of personal property from levy and sale on any execution under any law now in force or hereafter passed, is hereby waived; and the right of exemption from civil process under any law now or hereafter in effect granted to persons in the military or naval service of this State or of the United States is hereby waived and further do hereby waive all errors, defects and imperfections in entering the same judgment or in any writ, or process or proceeding thereon or thereto or in anywise touching or concerning the same, and for the confession and entry of such judgment, this shall be sufficient warrant and authority.

WITNESS their hands and seals this 12th day of September
one thousand nine hundred and fifty -eight (1958).

THE CONDITION OF THIS BOND IS SUCH that if the above bounden Obligor s their heirs, executors, administrators or assigns shall well and truly pay or cause to be paid to the said Obligee, its successors or assigns, the sum of Fourteen Thousand Four Hundred and 00/100

DOLLARS (\$ 14,400.00)

and all additional moneys advanced by the Obligee as herein or otherwise legally provided, lawful moneys aforesaid, with interest at the rate of six per centum (6%) per annum (such interest to be computed at the rate of one-half of 1% on the unpaid balance of the loan at the beginning of each month and charged against the loan before application of the payment for the month), in monthly payments of not less than One Hundred Three and 18/100

DOLLARS (\$ 103

and 18 cents)

beginning on the first day of November 19 58, and monthly thereafter until the loan, additional advances, interest and other charges herein covenanted to be paid are paid in full, and shall also pay or cause to be paid unto Obligee, in addition to, and concurrently with such monthly installments of principal and interest, a further sum equal to the total of one-twelfth of the annual taxes, water rent and other annual charges and assessments, if any, now assessed, or from time to time to be assessed by any municipal or other public authority, against the premises described in the Mortgage securing this Obligation, one-twelfth of any annual tax hereafter levied by any duly constituted authority upon Obligee on account or measured by the amount of, this Obligation or the Mortgage securing this Obligation, or Obligee's revenue hereon or thereon, and one twelfth of the annual cost of such insurance against fire and other hazard upon, against or to said mortgaged premises as to Mortgagee shall seem necessary, all insurance to be procured through insurance companies approved by the Mortgagee. Anything herein provided to the contrary notwithstanding, it is expressly understood and agreed that the Obligation of this Bond shall cover, as well, any future advances that may be made by Obligee to Obligor, at any time or times hereafter, provided that at no time may the total balance due by Obligor to Obligee hereunder, whether the same represents, in whole or in part, the initial advance or any future advance or advances, exceed the sum of \$ 14,400.00.

PROVIDED FURTHER, and it is expressly understood and agreed, that the monthly payments made by Obligor on account of principal and interest shall be applied first to interest on the unpaid balance of the principal sum and the remainder thereof shall be credited on account of said sum, and (except when taxes are paid to the Obligee in monthly installments) shall also well and truly pay all taxes (which said term "taxes" shall wherever used in this Bond be taken and held to include all taxes, water rents and all other municipal or other governmental assessments and charges) which now are and also all those which may hereafter be assessed, levied or charged against the premises granted in the Mortgage accompanying this Bond as the same are or fall due, and shall on or before the thirty-first day of October of each and every year produce and deliver to the Obligee receipts for all such "taxes" for the current year assessed upon the mortgaged premises, and shall also keep and maintain at all times, in such company or companies as the Obligee shall approve, a policy or policies of insurance against loss or damage by fire, or other risk as required by the Obligee, in an amount not less than Fourteen Thousand Four Hundred and 00/100

DOLLARS (\$ 14,400.00)

upon the buildings and improvements upon the said premises, and all policies whatsoever covering the said improvements, whether in excess of the required amount or not, shall be duly assigned as collateral security to the Obligee, and to be by said Obligee retained, and shall also pay promptly the cost and premium on said policy or policies of insurance, and shall also keep and maintain the buildings now on the mortgaged premises and any buildings erected thereon while this obligation shall be in force, in good and sufficient repair, and shall also forthwith repay unto the Obligee any sum or sums of money paid by the Obligee for or on account of any "taxes" and premiums of insurance which the Obligor s have not paid and maintained as above required (which although not so bound the Obligee may pay and maintain without impairing any other of the rights hereunder, and at the option of the Obligee all such payments or advances made by the Obligee may be added to the unpaid balance of the loan).

WITHOUT any fraud or further delay, then this Bond shall be void.

PROVIDED, however, and it is hereby expressly agreed that if at any time default be made in payment of said monthly installments, and the total arrearages are equivalent to four (4) contracted monthly installment payments; or default be made in the payment of the monthly installment for taxes or in the payment of "taxes" when due, or the prompt and punctual maintenance of said insurance assigned as aforesaid when due, or the payment of the cost and premium thereof when due, whether purchased by the Obligors or Obligee, or of any sum or sums paid by the Obligee for or on account of any taxes or premiums or either (which payments have not at the option of the Obligee been added to the unpaid balance of the loan), or maintenance of said buildings in good and sufficient repair after notice from the Obligee, or in the event the premises securing the Mortgage accompanying this Bond, or any part thereof, is sold or otherwise becomes the property of one, other than the Obligors, and the Grantee does not after demand has been made by the Obligee give his personal bond for the unpaid balance of the loan as additional security, or in case of any default under the terms hereof or the accompanying Mortgage, whereby the security of the Obligee is or shall be impaired, and such default in any of these respects exists for a period of thirty (30) days; then and in such case the unpaid balance of the loan, including additional

advances and unpaid interest shall, at the option of the Obligee, become due and payable immediately, and payment of said unpaid balance of the loan, additional advances and all interest thereon and other payments herein agreed to be made by the Obligor may be enforced and recovered at once, anything herein contained to the contrary notwithstanding; and a writ or writs of Fieri Facias or other lawful writ may be issued upon the judgment obtained upon this obligation by virtue of the warrant of attorney herein contained, or a writ or writs of Scire Facias may be issued upon the accompanying Mortgage and prosecuted to judgment and execution and sale to recover the unpaid balance of the loan, all additional advances made by the Obligee as herein or otherwise legally provided, all interest thereon remaining unpaid, together with all fees, costs and attorney's commission of 10% for collection, which commission shall however be not less than \$50.00, anything herein contained to the contrary notwithstanding; and as a concurrent and cumulative remedy or option thereon for the benefit of the Obligee, its successors or assigns, the said Obligors do hereby authorize and empower any attorney of any Court of Record to appear for them in any court of competent jurisdiction, to confess judgment against them in favor of the Obligee, its successors or assigns, in an amicable action of ejectment without stay of execution and with release of all errors and defects for possession of the property secured by the Mortgage accompanying this Bond and known as Being the same premises conveyed to the Obligors herein by John R. Amilkavich, et ux., by deed dated September 6, 1958, and intended to be recorded.

The Obligors have this day delivered to the Obligee a Mortgage for the amount of this debt and as additional security for this Bond, the Obligors hereby subscribe for one direct reduction loan shares and hereby transfer and pledge the same to the Obligee.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

/s/ Herbert R. Huber

/s/ A. Edwin Bruce

(SEAL)

/s/ Dorothy B. Bruce

(SEAL)

(SEAL)

Bond

From

A. EDWIN BRUCE and DOROTHY
B. BRUCE, his wife,

TO

THE PEOPLES
BUILDING AND LOAN ASSOCIATION
OF
RIDGEWAY, PENNSYLVANIA

I hereby certify that
this is copy of the
original and
is for copy only
of
the
original
document

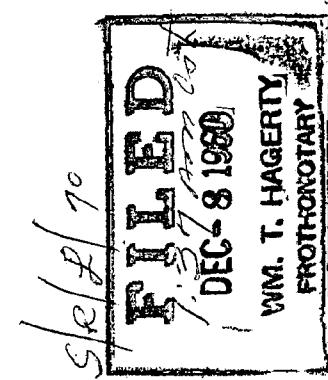
In the Court of Common Pleas
of Clearfield County, Penna.
No. 221, Year TERM, 1960

THE PEOPLES BUILDING AND
LOAN ASSOCIATION OF
RIDGEWAY, PENNSYLVANIA,

VS.

A. EDWIN BRUCE and DOROTHY
B. BRUCE, his wife.

CONFESION OF JUDGMENT ON
MORTGAGE BOND.



PONTZER AND PONTZER
ATTORNEYS AT LAW
RIDGEWAY, PENNSYLVANIA

~~TO THE HONORABLE JUDGE,~~

AND NOW, January 23, 1961, by virtue of the writ hereunto attached, ^{one} after having given due and legal notice of the time and place of sale, by publication in ~~XXX~~ of the newspapers published in this county, and by hand bills posted on the premises, setting forth the time and place of sale, I did at the Court House, in Clearfield, on the 20th day of January 19 61, expose the within described real estate of A. Edwin Bruce and Dorothy B. Bruce

to public vendue or outcry at which time and place I sold the same to The Peoples Building and Loan Association of Ridgway, Pa. he being the highest and best bidder, for the sum of \$350.00, and made the following appropriations, viz:

Deed Costs

Sheriff's Deed	5.00	Atty	12.50
Pro Ack Deed	1.00	Pro List Liens	1.00
Recording Deed	6.20	Recorder of Deeds Mtr Sch	2.00
St T Tax	160.17	DuBois Courier Express SC & Adv	79.72
Rev Stamps	.55	Sheriff's Costs	35.20
Total	172.92	-- Deed Costs	172.92
		To Int	46.66
		Total	\$ 350.00

Distribution will be made in accordance with the above schedule, unless exceptions are filed with this office within ten (10) days from this date.

CHARLES G. AMMERMAN
Sheriff

PROOF OF PUBLICATION OF NOTICE APPEARING IN THE DUBOIS-COURIER-EXPRESS
PUBLISHED BY COURIER-EXPRESS PUBLISHING COMPANY
Under Act No. 587, Approved May 16, 1929, P. L. 1784

STATE OF PENNSYLVANIA } ss:
COUNTY OF CLEARFIELD }

M. L. Bloom, Genl. Mgr.

of The DuBois Courier-Express,

of the County, and State aforesaid, being duly sworn, deposes and says that The DuBois Courier-Express is a daily newspaper published by Courier-Express Publishing Company at 56-58 West Long Avenue, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said daily newspaper has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the daily newspaper on the following dates, viz: the 29th of Dec., 1960
and
day of 5th & 12th of Jan., A.D., 1961

Affiant further deposes that he is an officer duly authorized by The DuBois Courier-Express, a daily newspaper, to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

COURIER-EXPRESS PUBLISHING COMPANY

Publisher of

THE DUBOIS COURIER-EXPRESS

By *M. L. Bloom, Genl. Mgr.*

Sworn and subscribed to before me this 13th day of JANUARY, 1961

Merritt I. Edner

MERRITT I. EDNER, Notary Public

DU BOIS, CLEARFIELD CO., PA.

Statement of Advertising Costs

BY COMMISSION EXPIRES JAN. 16, 1963

COURIER-EXPRESS PUBLISHING COMPANY

Publisher of

THE DUBOIS COURIER-EXPRESS

DuBois, Pa.

To *Charles S. Ammerman, Sheriff, Dr.*
(Bruce Property)

For publishing the notice or advertisement attached hereto on the above stated dates \$ 72.72

Probating same \$.50

Total 10 Sales Cards \$ 73.22
6.50

79.72

COURIER-EXPRESS PUBLISHING COMPANY

Publisher of

THE DUBOIS COURIER-EXPRESS

By *Charles S. Ammerman, Sheriff, Dr.*

This is the original Proof of Publication and Receipt for the Advertising costs

ATTORNEY FOR

and publ
Office: 5
Establish
in the su

91-LEGAL NOTICES

**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 directed, there will be exposed to public sale in the Sheriff's Office in the Courthouse in the Borough of Clearfield, on

FRIDAY, JANUARY 20, 1961
AT 10:00 O'CLOCK A. M.

THE FOLLOWING DESCRIBED PROPERTY TO WIT:

ALL that certain piece of parcel of land situate in the Purlieu Terrace Addition to the Third Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin on line of Lot No. 77 in said Addition; thence along the line of Orient Avenue, South $32^{\circ} 54' 30''$ East, ninety-five (95) feet to an iron pin; thence still along Orient Avenue, South $30^{\circ} 34' 15''$ East, eighteen and thirty-eight hundredths (18.38) feet with a radius of two hundred twenty-five and sixty-four hundredths (225.64) feet to an iron pin; thence in a Westerly direction one hundred seventy-four and fifteen hundredths (174.15) feet to an iron pin; thence North $15^{\circ} 45'$ East, fifty (50) ft. to an iron pin; thence North $84^{\circ} 43'$ East, one hundred thirteen and forty-one hundredths (113.41) ft. to an iron pin and place of beginning. BEING Lot No. 76 in said Addition.

IT IS UNDERSTOOD AND AGREED that as an express condition of this conveyance that said Grantees, their heirs and assigns, have expressly covenanted and agreed with John R. Amilkavich, et ux., their heirs and assigns, forever, that no building other than a single private family dwelling house with private garage to cost not less than \$10,000.00 shall be erected upon the within described premises and it is further understood and agreed that as a condition of this conveyance no animals and/or poultry, excepting domestic pets shall be kept and/or maintained on said premises.

EXCEPTING AND RESERVING from the above parcel of land all coal, mineral and mining rights as may have been reserved in prior deeds, and all gas line rights, privileges and easements as have been heretofore conveyed.

BEING the same premises conveyed to A. Edwin Bruce and Dorothy B. Bruce, his wife, by John R. Amilkavich, et ux., by deed dated September 6, 1958, and recorded in the Recorder's Office of Clearfield County in Deed Book 470, Page 73. And having erected thereon a one story frame dwelling house.

Seized, taken in execution and to be sold as the property of A. Edwin Bruce and Dorothy B. Bruce, DuBois, Pa., at the suit of The Peoples Building and Loan Association of Ridgway, Pa., on Judgment No. 221 November Term, 1960, Writ of Execution No. 9 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 persons 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.

DuBois Courier-Express

DAILY EXCEPT SUNDAY
56-58 WEST LONG AVENUE
DUBOIS, PENNSYLVANIA

January 13, 1961

In Account With

Charles G. Ammerman, Sheriff
Clearfield, Pa.

C 2336

TERMS—Cash

Advertising in DuBois Courier-Express
(Property of A. Edwin Bruce, etc.)

December 29--506 words	
January 5--606	"
January 12--606	"
1818 words-----@.04-----\$ 72.72	
Notary Fee-----.50	
\$ 73.22	

10 Sales Cards (Bruce Property)----- 6.50
----- \$ 79.72

91—LEGAL NOTICES	
<p>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</p> <p>FRIDAY, JANUARY 20, 1961</p> <p>AT 10:00 O'CLOCK A. M.</p> <p>THE FOLLOWING DESCRIBED PROPERTY TO WIT:</p> <p>ALL that certain piece of parcel of land situate in the Purlieu Terrace Addition to the Third Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit:</p> <p>BEGINNING at an iron pin on line of Lot No. 77 in said Addition; thence along the line of Orient Avenue, South 32° 54' 30" East, ninety-five (95) feet to an iron pin; thence still along Orient Avenue, South 30° 34' 15" East, eighteen and thirty-eight hundredths (18.38) feet with a radius of two hundred twenty-five and sixty-four hundredths (225.64) feet to an iron pin; thence in a Westerly direction one hundred seventy-four and fifteen hundredths (174.15) feet to an iron pin; thence North 15° East, fifty (50) ft. to an iron pin thence North 64° 43" East, one hundred thirteen and forty-one hundredths (113.41) ft. to an iron pin and place of beginning. BEING Lot No. 76 in said Addition.</p> <p>IT IS UNDERSTOOD AND AGREED that as an express condition of this conveyance that said Grantees, their heirs and assigns, have expressly covenanted and agreed with John R. Amilkovich, et ux., their heirs and assigns, forever, that no building other than a single private family dwelling house with private garage to cost not less than \$10,000.00 shall be erected upon the within described premises and it is further understood and agreed that as a condition of this conveyance no animals and/or poultry, excepting domestic pets shall be kept and/or maintained on said premises.</p> <p>EXCEPTING AND RESERVING from the above parcel of land all coal, mineral and mining rights as may have been reserved in prior deeds, and all gas line rights, privileges and easements as have been heretofore conveyed.</p> <p>BEING the same premises conveyed to A. Edwin Bruce and Dorothy B. Bruce, his wife, by John R. Amilkovich, et ux., by deed dated September 6, 1958, and recorded in the Recorder's Office of Clearfield County in Deed Book 470, Page 78. And having erected thereon a one story frame dwelling house.</p> <p>Seized, taken in execution and to be sold as the property of A. Edwin Bruce and Dorothy B. Bruce, DuBois, Pa., at the suit of The Peoples Building and Loan Association of Ridgway, Pa., on Judgment No. 221 November Term, 1960. Writ of Execution No. 9 November Term, 1960.</p> <p>TERMS OF SALE</p> <p>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 persons 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.</p> <p>NOTICE</p> <p>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.</p> <p>Sheriff's Office, Clearfield, Pa.</p> <p>CHARLES G. AMMERMAN, Sheriff.</p>	

CHARLES G. AMMERMAN
SHERIFF

A. B. SHAW
SOLICITOR



WILLIAM D. BURT
CHIEF DEPUTY SHERIFF

MARVIN FINK
DEPUTY SHERIFF

MICHAEL J. PIROW
DEPUTY SHERIFF
(JAIL WARDEN)

OFFICE OF THE
Sheriff of Clearfield County
Clearfield, Pennsylvania

December 21, 1960

Frank S. Richards
Tax Collector
16 W. Scribner Ave
DuBois, Pa.

Dear Sir:

Request that you notify this office immediately of the Taxes due your office from the estate of A. Edwin Bruce and Dorothy B. Bruce, located in DuBois City.

Please indicate the date and amount that penalties become due.

Very truly yours,

CHARLES G. AMMERMAN
Sheriff

If this is the property listed in the
tax books as H. & L #76, 805 Orient Ave
there are no 1960 taxes due this office.

F.S. Richards
City Treasurer.

STATE OF PENNSYLVANIA }
 COUNTY OF CLEARFIELD }
 SS.

I, Dick Reed, Recorder of Deeds, Etc., in and for said county,
do hereby Certify that I have examined the Records in my office
carefully and do **not** find ~~any~~Mortgages against the following
named persons:

A. Edwin Bruce al to Peoples Bldg & Loan Assn., Ridgway - 182-10,
..... \$14400.00, Sept. 25, 1958 - DuBois
..... A. Edwin Bruce al to Peoples Bldg & Loan Assn., Ridgway - 183-480,
..... \$13500.00, Feb. 18, 1959 - DuBois
..... also find
..... Andrew E. Bruce al to Peoples Bldg & Loan Assn., Ridgway, 183-480,
..... \$13500.00, Feb. 18, 1959 - DuBois

In testimony Whereof, I have hereunto set my hand and official seal this 10 day of
January, A.D. 19 61. Time 10:35 A. M. E.S.T.

Dick Reed
RECODER OF DEEDS MY COMMISSION EXPIRES
RECODER OF DEEDS FIRST MONDAY IN JANUARY 1964

STATE OF PENNSYLVANIA { SS.
COUNTY OF CLEARFIELD }

I, Dick Reed, Recorder of Deeds, Etc, in and for said county,
do hereby Certify that I have examined the Records in my office
carefully and do ~~not~~ find ~~any~~ Mortgages against the following
named persons:

Dorothy B. Bruce al to Peoples Bldg & Loan Assn., Ridgway - 182-10,
..... \$14400.00, Sept. 25, 1958, DuBois
Dorothy Bell Bruce al to Peoples Bldg & Loan Assn., Ridgway - 183-480,
..... \$13,500.00, Feb. 18, 1959 - DuBois
..... also find

Dorothy B. Bruce al to Peoples Bldg & Loan Assn., Ridgway - 183-480,
..... \$13500.00, Feb. 18, 1959 - DuBois

In testimony Whereof, I have hereunto set my hand and official seal this 10..... day of
January....., A.D. 19 61.. Time 10:35 A. M. E. S. T.

Dick Reed
RECORDE OF DEEDS

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 1964
RECORDE OF DEEDS

TO DICK REED, DR.



REGISTER AND RECORDER

CLERK OF THE ORPHAN'S COURT

Clarice H. Zimmerman
of her wife
Charles H. D. S.

CLEARFIELD, PA. June 10 1951

ATTORNEY

66258
Z. 10

Please return this bill with remittance for receipt.

Make all checks payable to Dick Reed

Worthington Branch 200
A. Edw. Bruce &
Sister Edw. Bruce

The above mentioned instruments are received subject to the provision of Acts of Assembly requiring payment of fees in advance.

List of Liens vs. A. Edwin & Dorothy B. Bruce

In the Court of Common Pleas of Clearfield County

Plaintiff	No.	Term	Year	Date of Lien	Nature of Lien	Amount	Att'y Com.	Interest From	Costs	REMARKS
John R. Amilkovich	431	Feb	1959	3-26-59	D.S.B.	4500	00	450	00	\$6.50
Peoples Building & Loan Assoc.	221	Nov	1960	12-8-60	Bond D.S.B. on Mtg.	11,273	99	1456.11	\$287.13	9 Nov. 1960 Writ in Sheriff's Hands

State of Pennsylvania, County of Clearfield, ss:

I, Wm. T. Hagerty, Prothonotary of the Court of Common Pleas of Clearfield County, do hereby certify that I have examined the Docket of Judgment Liens remaining in said Court for a term of five years last past, and that there are no judgments remaining unsatisfied therein against A. Edwin Bruce & Dorothy B. Bruce, except as set forth in the within foregoing list of Liens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of
said Court to be affixed, at Clearfield, this 7th day of

January A. D. 19 61.

A. D. 19 61.

Prothonotary

List of Liens

VERSUS

A. Edwin Bruce

Dorothy B. Bruce

三

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 20, 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 A. Edwin Bruce and Dorothy B. Bruce, DuBois, Pa., at the suit of The Peoples Building and Loan Association of Ridgway, Pa., on Judgment No. 221 November Term, 1960, Writ of Execution No. 9 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. ALPERMAN,
Sheriff

Directions to Newspaper

DuBois Courier Express (Please publish once a week for three successive weeks, beginning December 29, 1960)

DuBois Courier Express to prepare ten (10) Sales Cards.

ALL that certain piece or parcel of land situate in the Purlieu Terrace Addition to the Third Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit:-

BEGINNING at an iron pin on line of Lot No. 77 in said Addition; thence along the line of Orient Avenue, South $32^{\circ} 54' 30''$ East, ninety-five (95) feet to an iron pin; thence still along Orient Avenue, South $30^{\circ} 34' 15''$ East, eighteen and thirty-eight hundredths (18.38) feet with a radius of two hundred twenty-five and sixty-four hundredths (225.64) feet to an iron pin; thence in a Westerly direction one hundred seventy-four and fifteen hundredths (174.15) feet to an iron pin; thence North 15° East, fifty (50) feet to an iron pin; thence North $64^{\circ} 43'$ East, one hundred thirteen and forty-one hundredths (113.41) feet to an iron pin and the place of beginning. BEING Lot No. 76 in said Addition.

IT IS UNDERSTOOD AND AGREED that as an express condition of this conveyance that said Grantees, their heirs and assigns, have expressly covenanted and agreed with John R. Amilkavich, et ux., their heirs and assigns, forever, that no building other than a single private family dwelling house with private garage to cost not less than \$10,000.00 shall be erected upon the within described premises and it is further understood and agreed that as a condition of this conveyance no animals and/or poultry, excepting domestic pets shall be kept and/or maintained on said premises.

EXCEPTING AND RESERVING from the above parcel of land all coal, mineral and mining rights as may have been reserved in prior deeds, and all gas line rights, privileges and easements as have been heretofore conveyed.

BEING the same premises conveyed to A. Edwin Bruce and Dorothy B. Bruce, his wife, by John R. Amilkavich, et ux., by deed dated September 6, 1958, and recorded in the Recorder's Office of Clearfield County in Deed Book 470, Page 78. And having erected thereon a one store frame dwelling house.

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

As described
on attached sheet

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

Edward Bruce & Dorothy
C. G. G. Sheriff

Sheriff's Office, Clearfield, Pa., Dec. 14, 1950

Writ of Execution. Mortgage Foreclosure.

THE PEOPLES BUILDING AND LOAN
ASSOCIATION OF RIDGWAY, PENNSYLVANIA.

VS.

A. EDWIN BRUCE AND
DOROTHY R. BRUCE

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

NO. 221 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: ALL that certain piece or parcel of land situate in Purlieu Terrace Addition to the Third Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to-wit:-

BEGINNING at an iron pin on line of Lot No. 77 in said Addition; thence along the line of Orient Avenue, South $32^{\circ} 54' 30''$ East, ninety-five (95) feet to an iron pin; thence still along Orient Avenue, South $30^{\circ} 34' 15''$ East, eighteen and thirty-eight hundredths (18.38) feet with a radius of two hundred twenty five and sixty four hundredths (225.64) feet to an iron pin; thence in a Westerly direction one hundred seventy four and fifteen hundredths (174.15) feet to an iron pin; thence North 15° East, fifty (50) feet to an iron pin; thence North $64^{\circ} 43'$ East, one hundred thirteen and forty-one hundredths (113.41) feet to an iron pin and the place of beginning. BEING Lot No. 76 in said Addition.

IT IS UNDERSTOOD AND AGREED that as an express condition of this conveyance that said Grantees, their heirs and assigns, have expressly covenanted and agreed with John R. Amilkavich, et us., their heirs and assigns, forever, that no building other than a single private family dwelling house with private garage to cost not less than \$10,000.00 shall be erected upon the within described premises and it is further understood and agreed that as a condition of this conveyance no animals and/or poultry, excepting domestic pets shall be kept and/or maintained on said premises.

EXCEPTING AND RESERVING from the above parcel of land all coal, mineral and mining rights as may have been reserved in prior deeds, and all gas line rights, privileges and easements as have been heretofore conveyed.

BEING the same premises conveyed to A. Edwin Bruce and Dorothy B. Bruce, his wife, by John R. Amilkavich, et ux., by deed dated September 6, 1958, and recorded in the Recorder's Office of Clearfield County in Deed Book 470, Page 78, And having erected thereon a one store frame dwelling house.

\$ 1,456.11

Prothonotary



Deputy

Date December 8, 1960

Proth'y. No. 61

1/265

RECEIVED WRIT THIS day
of DEC 8 1960 A. D., 1960,
at 3:15 P.M.
Charles G. Ammerman
Sheriff

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

The Peoples Building and Loan
Association of Ridgway, Pa.
vs.

A. Edwin Bruce and
Dorothy B. Bruce

805 Orient Ave., DuBois, Pa.

WRIT OF EXECUTION (Mortgage Foreclosure)	
EXECUTION DEBT	\$14,273.99
Interest from - - -	287.13
Prothonotary - - -	
Use Attorney - - -	12.50
Use Plaintiff - - -	
Attorney's Comm. - - -	1,456.11
Satisfaction - - -	
Sheriff - - -	
<u>Chas. G. Ammerman</u>	1.00
REORDER OF DEEDS	2.00

From No. 221 Nov. Term, 1960

So answers,

Charles G. Ammerman
CHARLES G. AMMERMAN
Sheriff

Pontzer and Pontzer
Bell, Silberblatt & Swoope
Attorney(s) for Plaintiff(s)

Attorney for Plaintiff(s)