

DOCKET NO. 173

NUMBER TERM YEAR

233 Novemb r 1960

Mont Stahlman, Henry Hufnagel

& Regis W. Ochs

VERSUS

Lloyd C. King

Nº 289

RECEIPT FOR 1960 TAXES

WESTOVER BOROUGH

Page No. _____

Assessed Valuation

Item of Property:

Cabin - 2 G + 488A

Real Estate - - - \$ 5786

Occupation - - - \$ _____

Assessed in name of Mont Stahlmann et al

Date Feb 8-61 Amount \$ 148 ⁸⁴ ₁₀₀

Received of Charles G. Zimmerman

Sheriff of Clearfield Co.

	TAX	OR 5% PENALTY	TOTAL
COUNTY:— Real Estate Tax, 7 Mills	40 50	2 03	42 53
INSTITUTION DISTRICT:— Real Estate Tax, 1½ Mills	8 68	43	9 11
BOROUGH:— Real Estate Tax, 2½ Mills	23 14	1 16	24 30
Occupation Tax, Mills			
Per Capita Tax			
SCHOOL:— Real Estate Tax, 1½ Mills	69 43	3 47	72 90
Per Capita Tax			
TOTAL AMOUNT PAID	141 75	7 09	148 84

Carmen Gray

Tax Collector

Nº 290

RECEIPT FOR 1960 TAXES

WESTOVER BOROUGH

Page No. _____

Assessed Valuation

Item of Property:

Cook H.

Real Estate - - - \$ 360

Occupation - - - \$ _____

Assessed in name of Front Stahlmann et al

Date Febo 2 - 61 Amount \$ 9 27

Received of Charles J. Gummernau

Sheriff of Claysfield Co.

	TAX	% PENALTY OR 5% PENALTY	TOTAL
COUNTY:— Real Estate Tax, 7 Mills	<u>2 52</u>	<u>13</u>	<u>2 65</u>
INSTITUTION DISTRICT:— Real Estate Tax, 1 1/2 Mills	<u>54</u>	<u>03</u>	<u>57</u>
BOROUGH:— Real Estate Tax, 4 Mills	<u>1 44</u>	<u>07</u>	<u>1 51</u>
Occupation Tax, Mills			
Per Capita Tax			
SCHOOL:— Real Estate Tax, 12 Mills	<u>4 32</u>	<u>22</u>	<u>4 54</u>
Per Capita Tax			
TOTAL AMOUNT PAID	<u>\$ 8,82</u>	<u>451</u>	<u>\$ 9,27</u>

Carmen Terry

Tax Collector

TO DICK REED, DR.

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

CLEARFIELD, PA.

Feb. 14 1961

Charles G. Angerson,
Sheriff
Clearfield Co.

ATTORNEY

No. 66664

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

Agree:
Lloyd C. King by Shff

Mont Stahlman Jr	5.85
State Tax	293.86
Deed Tax	1.10
	<u>300.81</u>

PAID

PAID

FEB 14 1961

M
DICK REED

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

TO THE HONORABLE JUDGE,

AND NOW, January 23, 1961, by virtue of the writ hereunto attached, ~~one~~ ^{one} of ~~two~~ ^{two} after having given due and legal notice of the time and place of sale, by publication in ~~two~~ ^{one} 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 1961, expose the within described real estate of Lloyd C. King

to public vendue or outcry at which time and place I sold the same to Mont Stahlman, Henry Hufnagel and Regis W. Ochs he being the highest and best bidder, for the sum of \$775.00, and made the following appropriations, viz:

	Atty	6.00
	Atty	6.50
	Prothonotary	.50
	Recorder of Deeds Mtr Sch	1.00
	Clearfield Progress Sales Cards	6.50
Deed Costs	Clearfield Progress Adv	90.00
Sheriff's Deed	1960 Taxes Tax Collector	
Pro Ack Deed	Westover Borough	158.11
Recording Deed	1960 Taxes Tax Collector	
St T Tax	Burnside Township	49.98
Rev Stamps	Sheriff's Costs	46.74
Total	306.81 -- Deed Costs	306.81
	To Int	102.86
	Total	775.00

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

DATE	INCHES	LINES	WORDS
1			
2			
3			
4			
5	Jan. 750		
6			
7			
8			
9			
10			
11	Jan. 750		
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29	Dec. 750		
30			
31			
TOTAL			2250

THE PROGRESS

No 9873

CLEARFIELD, PA. December 24, 1960 ~~MSK~~

CHARLES G. AMMERMAN, SHERIFF
c/o Sheriff's Office
Clearfield County Courthouse
Clearfield, Pennsylvania

To Accounts Rendered

Inches @

Lines @

2250 Words @ .04

\$.90 00

Miscellaneous

SHERIFF'S SALE

KING PROPERTY

13808

THE PROGRESS

CLEARFIELD, PA., December 24, 1960

CHARLES G. AMMERMAN, SHERIFF

676 Sheriff's Office

Clearfield County Courthouse

Clearfield, Pennsylvania

Date	Inches	Words
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		

To Accounts Rendered

Inches @
Words @

Miscellaneous

Sheriff Sale Cards

KING PROPERTY

\$ 6 50

DISCOUNT: Save \$ _____ by paying this invoice on
or before the 15th of the month. No discount granted
after the 15th.

1-INSTRUCTIONS TO DELIVERING EMPLOYEE

Deliver ONLY to addressee
(Additional charges required for these services)

Show address where delivered

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

L. C. Johnson
SIGNATURE OF ADDRESSEE'S AGENT, *W. K. K.*

DATE DELIVERED ADDRESS WHERE DELIVERED (only if requested in item #1)

12-38-60

POST OFFICE DEPARTMENT OFFICIAL BUSINESS		PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300	
		POSTMAN'S DELIVERING OFFICE	
			
			
		INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.	
		RETURN TO 	
REGISTERED NO. 115	NAME OF SENDER SHERIFF		
CERTIFIED NO. 3811	STREET AND NO. OR P. O. BOX P O Box 373		
INSURED NO.	CITY, ZONE AND STATE Clearfield, Pa.		

POD Form 3811 1958 C55-16-71548-4

Found in ordinary mail
REGISTERED NO. 1115

Value \$ 20 Spec. del'v' fee \$ 0
Fee \$ 20 Rel. receipt fee \$ 2
Surcharge \$ 0 Rest. del'v' fee \$ 0
Postage \$ 24 Airmail

From *John G. Hamm*
To *George C. Clegg*
Dex 251 New Almaden

POSTMARK
C. L. E. A. R. F. I. L. L. 1960
D. E. C. 29 1960

Postmaster: *John G. Hamm*

Sept. 1955

POD Form 3806
Sept. 1955

69-16-70483-3

REGISTRATION FEES

The sender is not required to pay a registration fee providing for full indemnity coverage up to the limit of \$1,000. However, if the actual value of the matter mailed exceeds \$25, the sender must pay a fee of at least 5 cents. Some matter having no intrinsic value, so far as the registry service is concerned, may involve considerable cost of duplicate if lost or destroyed. The sender is privileged to pay a fee for insurance against costs of duplication if desired.

Domestic registered mail is subject to surcharge when the declared value exceeds the maximum indemnity covered by the fee paid by \$1,000 or more. Claims must be filed within 1 year from date of mailing.

Consult postmaster as to fee chargeable on registered parcel post packages addressed to foreign countries.

December 28, 1960

Lloyd C. King
Box 251
New Alexandria, Pa.

Dear Sir:

By virtue of a Writ of Execution No. 11 November Term, 1960 (Judgment No. 233 November Term, 1960) at the suit of Mont Stahlman, Henry Hufnagel and Regis W. Ochs, I have levied on the Real Estate of Lloyd C. King situated in Burnside Township and Westover Borough, Clearfield County, Pa., and date of Sheriff's Sale will be Friday January 20, 1961 at 10:00 o'clock A.M., in the Sheriff's Office in Clearfield, Pa., unless other arrangements are made to settle the debt of \$27,526.59 plus interest and costs.

Very truly yours,

CHARLES G. AMMERMAN
Sheriff

Please Present This Statement When Making Payment

STATEMENT OF 1960 TAXES

No. Date Aug. 1, 1960
Borough or of WESTOVER, PA.
Name Mont Stahlmeyer et al
Address Brookville, Pa.

Page No.	Assessed Valuation	
ITEM OF PROPERTY: Cabin - 2 1/2	Real Estate	\$ 5,786
4 488.4	Occupation	\$
COUNTY:—	DOLLARS	CENTS
Real Estate Tax, 7 mills	40	50
INSTITUTION DISTRICT:—		
Real Estate Tax, 1 1/2 mills	8	68
BOROUGH OR ROAD:—		
Real Estate Tax, 4 mills	23	14
Occupation Tax, 10 mills		
Per Capita Tax,		
SCHOOL:—		
Real Estate Tax, 12 mills	69	43
Per Capita Tax,		
TOTAL TAXES . . .	141	75
2% Discount		
5% Penalty	7	09
Amount Due	148	84

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 H o m e

on August 22, 23, 24,
29, 30, 31.

from 1 P.M. to 5 P.M.

to receive taxes.

Carmen Fry
Tax Collector
Westover, Pa.
Address

Please Present This Statement When Making Payment

STATEMENT OF 1960 TAXES

No. Date Aug. 1, 1960
Borough or of WESTOVER, PA.
Name Mont Stahlman et al

Address

Page No.	Assessed Valuation	
ITEM OF PROPERTY: <i>Cook H</i>	Real Estate -	\$ 360
	Occupation -	\$
COUNTY:-	DOLLARS	CENTS
Real Estate Tax, 7 mills	2	52
INSTITUTION DISTRICT:-		
Real Estate Tax, 1½ mills	5	4
BOROUGH OR ROAD:-		
Real Estate Tax, 4 mills	1	44
Occupation Tax, 10 mills		
Per Capita Tax,		
SCHOOL:-		
Real Estate Tax, 12 mills	4	32
Per Capita Tax,		
TOTAL TAXES . . .	\$ 8	82
2% Discount -		
5% Penalty -	4	5
Amount Due -	19	27

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 H o m e

on August 22, 23, 24,
29, 30, 31.

from 1 P.M. to 5 P.M.

to receive taxes.

Carmen Fry
Tax Collector
Westover, Pa.
Address

December 21, 1960

Carmen Fry
Tax Collector
Westover Borough
Westover, Pa.

Dear Sir:

Request that you notify this office immediately of the Taxes due your office from the estate of Lloyd C. King, located in Westover Borough.

Please indicate the date and amount that penalties become due.

Very truly yours,

CHARLES G. AMMERMAN
Sheriff

Please Present This Statement When Making Payment

STATEMENT OF 1960 TAXES

No. _____ Date July 18, 1960
Borough or Township of Berwick
Name Stahlman, Monte, et al
Address Brookville, Pa.

Page No.	Assessed Valuation	
ITEM OF PROPERTY: <u>H.B. # 106a</u>	Real Estate -	\$ <u>1046</u>
	Occupation -	\$ _____
COUNTY:—	Per ^t	DOLLARS CENTS
Real Estate Tax, 7 mills	<u>.37</u>	<u>7</u> <u>32</u>
INSTITUTION DISTRICT:—		
Real Estate Tax, 1½ mills	<u>.08</u>	<u>1</u> <u>57</u>
BOROUGH OR ROAD:—		
Real Estate Tax, 7 mills	<u>.37</u>	<u>7</u> <u>32</u>
Occupation Tax, _____ mills		
Per Capita Tax, _____		
SCHOOL:—		
Real Estate Tax, 30 mills	<u>.57</u>	<u>3</u> <u>138</u>
Per Capita Tax, _____		
<u>Total Penalty 239</u>		
TOTAL TAXES . . .		<u>47</u> <u>59</u>
<i>Penalty added Nov. 18, 1960</i>		
2% Discount -		
5% Penalty -		<u>2</u> <u>39</u>
Amount Due -	<u>849</u>	<u>98</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 _____

on _____

to receive taxes.

Mrs. L. L. Repine
Tax Collector
Cherry Tree, Pa.
Address

I'm sorry I held you
up on this. But I was
not aware of the fact
that this belonged to

Lloyd C. King.

Respectfully
Mrs. L. G. Spencer

January 12, 1961

Mrs. L. G. Repine
Tax Collector
Burnside Township
RD
Cherry Tree, Pa.

Dear Madam:

Request that you notify this office immediately of the Taxes due your office from the estate of Lloyd C. King, located in Burnside Township.

This property is taxed in the name of Mont Stahlman and others, c/o W. F. Mosser Est. containing 106 acres.

Please indicate the date and amount that penalties become due.

Very truly yours,

CHARLES G. AMMERMAN
Sheriff

Cherry Tree, Pa.

Dec. 26, 1960

Charles G. Gammie
Clearfield, Pa.

Dear Sir: In reply to your
letter of Dec. 21st. I do not have
a Lloyd C. King on my tax book.

If the estate is in Burnside Twp.,
it either is not taxed or is in
another name.

I'm sorry I cannot assist you
at this time.

Yours truly
Mrs. L. S. Repine
Tax Collector

December 21, 1960

Mrs. L. G. Repine
Tax Collector
Burnside Township
RD
Cherry Tree, Pa.

Dear Madam:

Request that you notify this office immediately of the Taxes due your office from the estate of Lloyd C. King, located in Burnside Township.

Please indicate the date and amount that penalties become due.

Very truly yours,

CHARLES G. AMMERMAN
Sheriff

TO DICK REED, DR.

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

CLEARFIELD, PA.

Jan 10 1961

ATTORNEY

Charles G. Zimmerman
Sheriff
Clearfield, Pa

No. 66259

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

Mortgage Search

100

Lloyd L. King

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

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:

Lloyd C. King to Mont Stahlman al., 188-551, \$26000.00, January 11, 1960

Burnside Tp. & Westover

In testimony Whereof, I have hereunto set my hand and official seal this..... 10..... day of
January....., A.D. 1961..... Time..... 10:35..... A.M. E.S.T.

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

List of Liens v.s. Lloyd C. King

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
& Regis W. Ochs Mohr Stahlman, Henry Hufnagel	233		Nov 1960	12-12-60	DSB on Mfg Bond	27,526	59	1376	33	11-25-60 11 Nov. 1960 Writ in Shaff'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.....

.....
Lloyd C. King
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. 1961

Prothonotary

List of Liens

VERSUS

Lloyd C. King
Box 251, New Alexandria, Pa.

四

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 Lloyd C. King, Westover, Pa., at the suit of Mont Stahlman, Henry Hufnagel and Regis W. Ochs on Judgment No. 233 November Term, 1960, Writ of Execution No. 11 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. AUFERMAN,
Sheriff

Directions to Newspapers

Clearfield Progress

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

Clearfield Progress to prepare ten (10) Sales Cards.

NUMBER 1

ALL the right, title and interest of Lloyd C. King in and to ALL that certain tract or piece of land situated partly in the Borough of Westover and partly in the Township of Burnside, Clearfield County, Pennsylvania, known as the Wm. F. Mosser Deer Park, bounded and described as follows:

BEGINNING at a stone in a public road leading from Westover to Paxonville; thence in and along said public road the following courses and distances: North 83-1/4° West, 87 perches to a stone; North 77 1/2° West, 39.3 perches to a stone; North 85° West, 92 perches to a post; North 68° West, 19 perches to a point; North 81° West, 40 perches to a point; North 46-1/2°, 30 perches to a point; North 30° West, 16 perches to a point; North 35° West, 28.4 perches to a stone; North 44° West, 36 perches to a point; North 57° West, 40.5 perches to a stone; thence leaving said road, South 4° West, 321.7 perches to a stone; thence South 84° East, 43.5 perches to a white pine stump; thence South 4 1/2° West, 40 perches to a white pine stump; thence South 85 1/4° East, 213 perches to a maple stump; thence North 5° East, 87 perches to a post in a public road leading from Cherry Tree to Westover; thence in and along said road the following courses and distances: North 54° East, 21.9 perches; North 78° East, 9 perches; North 84 1/2°, 24 perches; South 62 1/2° East, 17 perches; South 36 1/2° East, 33 perches; South 26 1/2°, 26.1 perches; thence leaving said road, North 56° East, 12.12 perches to a stone; North 23 1/2° West, 22.13 perches to a stone; thence North 68° East, 13.8 perches to a stone; thence South 35-1/2° East, 21.6 perches to a stone; thence South 17° East, 23 perches to a stone in a public road; thence in and along said public road, North 65-1/2° East, 35.6 perches to a point in said road; thence North 62° East, 10.6 perches to a point; thence North 57° East, 13 perches to a stone; thence

North 23° West, 143.7 perches to a stone; thence North 2 1/2° West, 33.6 perches to the place of beginning; CONTAINING 594 acres and 117 perches. BEING the same premises conveyed Lloyd C. King by deed of Mont Stahlman et al, and recorded in the office of the Recorder of Deeds of Clearfield County,

Pennsylvania, in Deed Book **480**, page **386**.

NUMBER 2

ALL the right, title and interest of Lloyd C. King in the oil and gas in, on and under the tract of land set forth above under an article of agreement between Mont Stahlman and Laura Stahlman, his wife, Henry Hufnagel, widow, and Regis W. Ochs and Edith Ochs, his wife, parties of the first part, and Lloyd C. King, party of the second part, dated September 25, 1959, and recorded in the office of the Recorder of Deeds for Clearfield County, Pennsylvania, in Miscellaneous Book No. 119, page 215.

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

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

Lloyd C. King Sheriff

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

Writ of Execution. Mortgage Foreclosure.

Mont Stahlman, Henry Hufnagel and
Regis W. Ochs

vs.

Lloyd C. King

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

NO. 233 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:

SEE DESCRIPTION ATTACHED:

(Specifically describe property)

Amount due	\$ 28,902.92
Interest from November 26, 1960	\$ _____
Costs (to be added)	\$ 12.50

John T. Nagenty
Prothonotary



Deputy

Date December 12, 1960

Proth'y. No. 61

1/1/61

RECEIVED WRIT THIS _____ day

of DEC 12 1960 A. D. 19_____,
at 2:45 A. M.Charles G. Ammerman
Sheriff

No. 233 November Term, 19 60
 No. 11 November Term, 19 60
 IN THE COURT OF COMMON
 PLEAS, CLEARFIELD COUNTY,
 PENNSYLVANIA.

Mont Stahlman, Henry Hufnagel

and Regis W. Ochs
vs.Lloyd C. King
Box 251, New Alexandria, Pa.WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT	\$27,526.59
Interest from Atty's Comm.	1,376.33
Probate fees - <i>By City</i>	6.00
Use Attorney -	6.50
Use Plaintiff -	
Attorney's Account Int. fr. Nov. 25, 1960	
Satisfaction - - -	
Sheriff - - -	
<i>Per List</i>	50
RECORDER OF DEEDS	/ 00

William T. Davis
Dennison & StaufferWilliam T. Davis
Dennison & Stauffer
Attorney for Plaintiff(s)

Attorney(s) for Plaintiff(s)

NOW, February 6, 1961 no exceptions having been filed, I return
this writ as per appropriations.

So answers,

Charles G. Ammerman
CHARLES G. AMMERMAN
Sheriff

PRAECLPSE FOR WRIT OF EXECUTION—~~(MONEY JUDGMENT)~~

MONT STAHLMAN, HENRY
HUFNAGEL, and REGIS W. OCHS,

vs

LLOYD C. KING

IN THE COURT OF COMMON PLEAS OF JEFF-
ERSON COUNTY, PENNSYLVANIA

No. 23391 1960 ~~ED.~~

No. 11 ~~Act.~~ Term, 1960 ~~ED.~~

PRAECLPSE FOR WRIT OF EXECUTION
~~(MONEY JUDGMENT)~~
MORTGAGE FORECLOSURE

Pg 111

To the Prothonotary: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of Clearfield County, Penna.;

(2) against Lloyd C. King Defendant (s);

(3) and against Garnishee (s);

(4) and index this writ

(a) against Defendant (s) and

(b) against Garnishee (s),

(5) Amount due \$28,902.92

Interest due

Total 28,902.92 Plus costs.

DENNISON & STAUFFER

By Thomas J. Stauffer

W. Dennison

Attorney for the Plaintiff (s)

NOTE

Under paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103 (b), the county should be indicated.

Under Rule 3103 (c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued.

Paragraph (3) above should be completed only if a named garnishee is to be included in the writ.

Paragraph (4) (b) should be completed only if real property in the name of a garnishee is attached and indexing as a lis pendens is desired. See Rule 3104 (c).

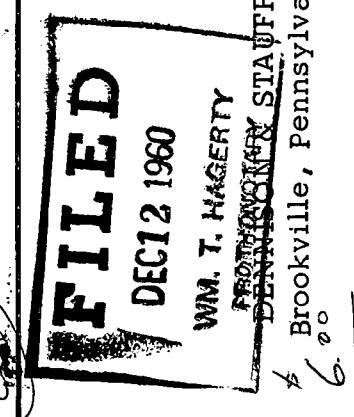
No. 233 70 1960 E.D.
No. 11 70 Term, 1960 C.D.
IN THE COURT OF COMMON PLEAS OF
~~PENNSYLVANIA~~ COUNTY, PENNSYLVANIA
CLEARFIELD

MONT STAHLMAN, HENRY HUFNAGEL
and REGIS W. OCHS,

vs

LLOYD C. KING

PRAECEIPE FOR WRIT OF EXECUTION
(Money Judgement)



and

NEVLING & DAVIS
Clearfield, Pennsylvania

Attorney for Plaintiff (s)

MONT STAHLMAN, HENRY
HUFNAGEL, and REGIS W.
OCHS,

* In the Court of Common Pleas of
Clearfield County, Pennsylvania.

*

*

*

*

*

vs.
LLOYD C. KING

* 233 Number *Ad* Term, 1960

STATEMENT AND CONFESSION OF JUDGMENT

Mont Stahlman, of Brookville, Pennsylvania, Henry Hufnagel, of Clarion, Pennsylvania, and Regis W. Ochs, of Lucinda, Pennsylvania, Plaintiffs, come into Court by Donald J. Dennison, Thomas D. Stauffer, and William T. Davis, their Attorneys, and complain of Lloyd C. King, Defendant; that WHEREAS, said Defendant on September 25, 1959, by a certain writing called a mortgage bond by the Defendant signed, sealed and delivered and hereto attached, secured by a certain mortgage of even date, recorded in the office of the Recorder of Deeds for Clearfield County, Pennsylvania, in Mortgage Book 185, page 551, did acknowledge himself indebted and promised to pay to the Plaintiffs, the sum of Twenty Six Thousand Dollars (\$26,000.00) payable as follows: "Payable within the term of six (6) years from and after the date hereof at the rate of at least Four Thousand Three Hundred Thirty-Three and 34/100 Dollars (\$4,333.34) each year, plus interest on the unpaid principal, beginning on September 25, 1960, and continuing on the corresponding day of each calendar year thereafter until all of said principal sum with interest at the rate of five per centum (5%) per annum is fully paid and liquidated, but the Obligor shall have the privilege of anticipating payments of both principal and interest. In addition, Obligor agrees to pay to the Obligees herein, the sum of Seventy-Five Dollars (\$75.00) for each deer which is killed or wounded on the premises secured by a mortgage between the parties of even date herewith.

Said payments shall be a credit toward the balance due the Obligees under said Mortgage and this Mortgage Bond, and,

WHEREAS, the Defendant further agreed with the Plaintiffs as follows: "Obligor further covenants and agrees to keep the buildings erected on the premises described in a mortgage, bearing even date herewith, given by him to Obligees, to better secure payment of the above debt, insured against loss by fire in a good and reliable incorporated stock fire insurance company or companies, licensed to transact business in the Commonwealth of Pennsylvania, in the amount of at least Twenty-six Thousand Dollars (\$26,000.00), and to pay all premiums therefor as the same become due, and to deliver to Obligees, at the time of the execution of this bond and said mortgage, the policy or policies evidencing such fire insurance, with a proper loss payable or mortgage clause attached thereto, which policy or policies shall be held by Obligees as collateral security for the payment of the debt secured hereby and by said mortgage. If Obligor neglects to procure such fire insurance, or permits the policy or policies evidencing the same to lapse because of non-payment of premiums or otherwise, Obligees may secure and take out such fire insurance in their own names, and the premium or premiums paid therefor by Obligees shall be added to and be collected as a part of the principal sum due on this obligation, in the manner hereinafter stipulated or as provided in said mortgage."

WHEREAS, the Defendant further agreed with the Plaintiffs as follows: "It is further covenanted and agreed that, in case default shall be made in the payment of the debt hereby secured or any installment thereof, or any interest due and payable under the terms hereof, or in the payment of insurance premiums, taxes or municipal claims as herein provided, for a period of thirty (30) days after the same shall become due and payable, then and in

such event or events, the whole of said principal sum and all additions thereto as aforesaid, with interest as herein provided, shall, at the option of Obligees, their executors, administrators or assigns, become forthwith due and payable; and, in the event of such default or defaults, Obligor, his heirs, executors, administrators and assigns, does hereby authorize and empower any attorney of any court of record in Pennsylvania, having jurisdiction, to appear for him and to confess a judgment against him for any sum or sums then due under the terms of this obligation, with costs of suit, release of errors, without stay of execution, and with five per centum (5%) added for attorney's fees for collection of the amount of said judgment, which shall become a part thereof, and with waivers of the right of inquisition on any real estate that may be levied upon, which is hereby voluntarily condemned. Obligor, his heirs, executors, administrators and assigns, further agrees that the Prothonotary shall enter condemnation, and also waivers of appraisement, stay of execution and the benefit of any exemption laws now in force or hereafter enacted; " and,

WHEREAS, said Defendant has defaulted in the payment of the principal and interest as provided in said bond since September 25, 1960; and,

WHEREAS, the Defendant has also defaulted in the payment of fire insurance premiums in the amount of Two Hundred Thirty Two and 74/100 Dollars (\$232.74); and,

WHEREAS, Mont Stahlman, Henry Hufnagel, and Regis W. Ochs have, in the exercise of their option, declared the whole of said principal sum and interest due and payable by reason of the default of the Defendant in the payment of said yearly payments from September 25, 1960; and,

WHEREAS, there is now due and owing on said obligation the sum of Twenty Six Thousand Dollars (\$26,000.00) principal, One Thousand Five

Hundred Twenty Six and 59/100 Dollars (\$1,526.59) interest and Two Hundred Thirty Two and 74/100 Dollars (\$232.74) fire insurance premiums, in all the aggregate sum of Twenty Seven Thousand Seven Hundred Fifty Nine and 33/100 Dollars (\$27,759.33), with the additional sum of five per centum (5%) added as attorneys' fees for collection, and interest from November 25, 1960, and costs of suit. Hence Plaintiffs bring this suit.

William T. Davis

William T. Davis

DENNISON & STAUFFER

By Donald J. Dennison
Donald J. Dennison

By Thomas D. Stauffer
Thomas D. Stauffer

Attorneys for Plaintiffs

CONFESSTION OF JUDGMENT

Commonwealth of Pennsylvania,

County of Clearfield :ss:

By virtue of the above stated warrant of attorney, we Donald J. Dennison, Thomas D. Stauffer and William T. Davis, Attorneys, do appear for the said Lloyd C. King, Defendant, and confess judgment against him in favor of the said Mont Stahlman, Henry Hufnagel and Regis W. Ochs, Plaintiffs, for the above sum of Twenty Seven Thousand Five Hundred Twenty Six and 59/100 Dollars (\$27,526.59) and in the further sum of One Thousand Three Hundred Seventy Six and 33/100 Dollars (\$1,376.33), it being five per cent (5%) attorneys' fees, in all the sum of Twenty Eight Thousand Nine Hundred Two and 92.100 Dollars (\$28,902.92), with interest from November 25, 1960, with cost of suit and release of all errors and with waiver of right of inquisition on real estate, and all laws exempting real estate from levy and sale on execution, according to the terms of said writing obligatory, and the warrant of attorney therein contained.

William T. Davis

William T. Davis

DENNISON & STAUFFER

By Donald J. Dennison
Donald J. Dennison

By Thomas D. Stauffer
Thomas D. Stauffer

We hereby certify that the precise residence of the within named Plaintiffs is: Mont Stahlman, 133 Walnut Street, Brookville, Pennsylvania; Henry Hufnagel, 8th and Greenville Avenue, Clarion, Pennsylvania; Regis W. Ochs, Lucinda, Pennsylvania.

We hereby certify that the precise residence of the within named Defendant is: Lloyd C. King, Box 251, New Alexandria, Pennsylvania

William T. Davis
William T. Davis

DENNISON & STAUFFER

By Donald J. Dennison
Donald J. Dennison

By Thomas D. Stauffer
Thomas D. Stauffer

MONT STAHLMAN, HENRY * In the Court of Common Pleas of
HUFNAGEL, and REGIS W. * Clearfield County, Pennsylvania.
OCHS, *
*
* vs. *
*
*
LLOYD C. KING * Number Term, 19

AFFIDAVIT OF DEFAULT

Commonwealth of Pennsylvania,

County of Jefferson :ss:

Regis W. Ochs, one of the Plaintiffs in the above captioned action, being duly sworn according to law, deposes and says that, Mont Stahlman, Henry Hufnagel, and Regis W. Ochs, are the Obligees in a certain bond dated September 25, 1959, executed, acknowledged and delivered to them by Lloyd C. King, Obligor, to secure the payment of the sum of Twenty Six Thousand Dollars (\$26,000.00) upon the terms therein stipulated; that the said Lloyd C. King has been in default since September 25, 1960, and upwards in the yearly payments and interest; that the said Lloyd C. King has failed to pay the insurance premiums as agreed therein; that the said Mont Stahlman, Henry Hufnagel and Regis W. Ochs, in the exercise of their option, have declared all of said principal sum and interest due and payable by reason of default of the Obligor of the payment of the said yearly payment due September 25, 1960, and the payment of insurance premiums as they became due; and that there is now due and owing on said obligation, the sum of Twenty Six Thousand Dollars (\$26,000.00) principal, One Thousand Five Hundred Twenty Six and 59/100 Dollars (\$1,526.59) interest to November 25, 1960 and Two Hundred Thirty Two and 74/100 Dollars (\$232.74) fire insurance premiums, in all the aggregate sum of Twenty Seven Thousand Seven Hundred Fifty Nine and 33/100 Dollars (\$27,759.33), plus five percentum

(5%) for attorneys' fee for collection, and costs of suit and interest.

ts or suit and interest.
Regis W. Ochs
Regis W. Ochs

Regis W. Ochs

Sworn to and subscribed before me this _____ day of
December, 1960. 

Quinn E. Mohrney
PROTHONOTARY
My commission expires
1st Monday of January 1962

MONT STAHLMAN, HENRY
HUFNAGEL, and REGIS W.
OCHS,

vs.

LLOYD C. KING

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania.
*
*
* Number Term, 19

AFFIDAVIT RE MILITARY SERVICE

Commonwealth of Pennsylvania,

County of Jefferson :ss:

Regis W. Ochs, one of the Plaintiffs in the above captioned action, being duly sworn according to law, deposes and says that Lloyd C. King, the Defendant in the above captioned action, is not in the military or naval service of the United States.


Regis W. Ochs

Sworn to and subscribed before me this 3rd day of December, 1960.

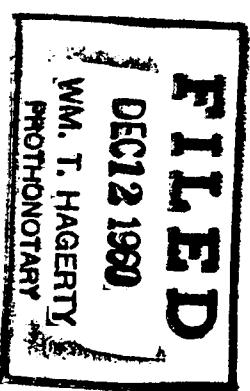

Oscar E. M. Dineen
PROTHONOTARY
My commission expires
1st Monday of January 1962

No. 2327 Term, 1958

MONT STAHLMAN, HENRY HUFNAGEL,
and REGIS W. OCHS,

vs.

LLOYD C. KING



STATEMENT AND CONFESSION
OF JUDGMENT

DONALD J. DENNISON THOMAS D. STAUFFER
DENNISON & STAUFFER
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA

MORTGAGE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that I, LLOYD C. KING, of Box 251, New Alexandria, Pennsylvania, hereinafter called OBLIGOR, am held and firmly bound unto MONT STAHLMAN, of Brookville, Pennsylvania, HENRY HUFNAGEL, of Clarion, Pennsylvania, and REGIS W. OCHS, of Lucinda, Pennsylvania, hereinafter called OBLIGEES, their heirs, executors, administrators and assigns, in the sum of Twenty-six Thousand Dollars (\$26,000.00), to which payment well and truly to be made, do hereby bind myself, my heirs, executors administrators and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, however, that if Obligor, his heirs, executors, administrators or assigns, or any of them, shall pay or cause to be paid unto Obligees, their heirs, executors, administrators or assigns, the full sum of Twenty-six Thousand Dollars (\$26,000.00), without any fraud or further delay, and in the following manner; then this obligation shall become void and of no effect; otherwise to be and remain in full force and virtue:

Payable within the term of six (6) years from and after the date hereof at the rate of at least Four Thousand Three Hundred Thirty-Three and 34/100 Dollars (\$4,333.34) each year, plus interest on the unpaid principal, beginning on September 25, 1960, and continuing on the corresponding day of each calendar year thereafter until all of said principal sum with interest at the rate of five per centum (5%) per annum is fully paid and liquidated, but the Obligor shall have the privilege of anticipating payments of both principal and interest. In addition, Obligor agrees to pay to the Obligees herein, the sum of Seventy-Five Dollars (\$75.00) for each deer which is killed or wounded

on the premises secured by a mortgage between the parties of even date herewith. Said payments shall be a credit toward the balance due the Obligees under said Mortgage and this Mortgage Bond.

Obligor further covenants and agrees to keep the buildings erected on the premises described in a mortgage, bearing even date herewith, given by him to Obligees, to better secure payment of the above debt, insured against loss by fire in a good and reliable incorporated stock fire insurance company or companies, licensed to transact business in the Commonwealth of Pennsylvania in the amount of at least Twenty-six Thousand Dollars (\$26,000.00), and to pay all premiums therefor as the same become due, and to deliver to Obligees, at the time of the execution of this bond and said mortgage, the policy or policies evidencing such fire insurance, with a proper loss payable or mortgage clause attached thereto, which policy or policies shall be held by Obligees as collateral security for the payment of the debt secured hereby and by said mortgage. If Obligor neglects to procure such fire insurance, or permits the policy or policies evidencing the same to lapse because of non-payment of premiums or otherwise, Obligees may secure and take out such fire insurance in their own names, and the premium or premiums paid therefor by Obligees shall be added to and be collected as a part of the principal sum due on this obligation, in the manner hereinafter stipulated or as provided in said mortgage.

Obligor further covenants and agrees to pay all taxes lawfully assessed and levied by any proper taxing authority against the premises described in said mortgage, as well as all lawful municipal claims, including charges, whether or not reduced to liens, or judgment, for paving, sidewalks and the repair thereof, sewers, and water rents charged by any municipality or any municipal authority; and that, upon demand therefor, Obligor shall exhibit to Obligees proper receipts for such taxes and municipal claims. If, however,

Obligor neglects to pay such taxes and municipal claims when due, Obligees may pay the same or any part thereof and add the amount or amounts so paid or the aggregate thereof to said principal sum, and collect the same in the manner hereinafter provided or as provided in said mortgage, together with interest thereon as aforesaid.

Whether or not herein specifically provided, this obligation and all of the covenants and promises therein contained shall be and remain binding upon Obligor, his heirs, executors, administrators and assigns.

It is further covenanted and agreed that, in case default shall be made in the payment of the debt hereby secured or any installment thereof, or any interest due and payable under the terms hereof, or in the payment of insurance premiums, taxes or municipal claims as herein provided, for a period of thirty (30) days after the same shall become due and payable, then and in such event or events, the whole of said principal sum and all additions thereto as aforesaid, with interest as herein provided, shall, at the option of Obligees, their executors, administrators or assigns, become forthwith due and payable; and, in the event of such default or defaults, Obligor, his heirs, executors, administrators and assigns, does hereby authorize and empower any attorney of any court of record in Pennsylvania, having jurisdiction, to appear for him and to confess a judgment against him for any sum or sums then due under the terms of this obligation, with costs of suit, release of errors, without stay of execution, and with five per centum (5%) added for attorney's fees for collection of the amount of said judgment, which shall become a part thereof, and with waivers of the right of inquisition on any real estate that may be levied upon, which is hereby voluntarily condemned. Obligor, his heirs, executors, administrators and assigns, further agrees that the Prothonotary shall enter

condemnation, and also waivers of appraisement, stay of execution and the benefit of any exemption laws now in force or hereafter enacted.

It is further covenanted and agreed that the confession of a judgment by virtue of the foregoing warrant of attorney shall not exhaust such warrant, and that Obligees, their executors, administrators or assigns, may exercise such warrant, and confess a judgment by virtue thereof, as often as a default or defaults occur.

During the term of this Mortgage Bond and accompanying Mortgage the Obligor hereby covenants and agrees as follows:

A. The Obligor shall maintain the fence around said premises in a good state of repair.

B. Since there are deer located on said premises, the Obligor herein agrees to retain the services of a watchman to guard said premises at all times. All gates on said premises shall remain closed and locked at all times except when necessary for entrance to and from said premises.

C. Obligor shall not conduct any strip mining operations or deep mining operations for coal located on said premises without the written consent of the Obligees.

IN WITNESS WHEREOF, Obligor has hereunto set his hand and seal this 25th day of September, 1959.

Signed, sealed, and delivered
in the presence of:

Lloyd C. King (Seal)
Lloyd C. King

MORTGAGE BOND

between

Lloyd C. King

Mont Stahman et al.

and

DONALD J. DENNISON
THOMAS D. STAUFF

DENNISON & STAUFFE
ATTORNEYS AT LAW
BROOKVILLE, PENNSYLVANIA