

DOCKET NO. 173

Number	Term	Year
262	November	1960

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County National Bank at Clearfield

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Versus

James E. Westover

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Phyllis E. Westover

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S. V. McKee alias Stanley

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V. McKee, and Mary E. McKee

In the Court of Common Pleas of Clearfield County.

COUNTY NATIONAL BANK,  
Clearfield, Pa.,

Number 262, November Term, 19 60

Debt - \$5,679.09

Interest

Costs

Judgment - filed December 15, 1960

<sup>55</sup> versus <sup>75</sup>  
JAMES E. WESTOVER, PHYLLIS  
E. WESTOVER, S. V. MCKEE,  
alias STANLEY V. MCKEE, <sup>86</sup>  
MARY E. MCKEE. <sup>6</sup>

Whereas, THE PEOPLES BUILDING AND LOAN ASSOCIATION has requested ~~xxx~~  
COUNTY NATIONAL BANK at Clearfield the Plaintiff in the above stated Judgment to  
postpone the Lien thereof in favor of a Mortgage held by the said PEOPLES BUILDING &  
ASSOCIATION against the Defendant above named, dated the 18th  
day of June 19 64 for the sum of \$ 11,500.00  
with interest from 19 , entered in the Office of Recorder  
of Deeds of Clearfield County in Mortgage Book Number  
Page

Now Therefore, Know all Men by these Presents, that K COUNTY NATIONAL BANK  
Plaintiff in the Judgment first above stated, for and in consideration of the sum of  
ONE and 00/100 (\$1.00)-----Dollars, lawful money of the United  
States, to ~~xxx~~ <sup>it</sup> in hand paid, at and before the execution and delivery hereof, the re-  
ceipt whereof is hereby acknowledged, have agreed and by these Presents do hereby  
agree to and with the said PEOPLES BUILDING AND LOAN ASSOCIATION that  
the above Judgment held by ~~xxx~~ <sup>it</sup> against JAMES E. WESTOVER, et al.,  
shall be postponed as to its Lien and payment till after the Lien and payment of the  
aforesaid Mortgage of PEOPLES BUILDING & LOAN ASSN., is fully paid, debt,  
interest and costs. This Agreement only to effect the Lien and collection of my said  
Judgment out of the property of said JAMES E. WESTOVER, et al.,  
described as follows, to wit: Lot of land situate in Burnside Township,  
Clearfield County, Pa., being the same premises conveyed to James Westover,  
et ux., by Stanley McKee, et ux., by deed dated November 6, 1957, and re-  
corded in Deed Book 463, Page 524.

And it is Expressly Agreed, and understood that nothing herein contained  
shall be construed to impair the Lien or collection of my aforesaid Judgment out of  
any other property of the said Defendant not above described, nor to effect the Lien  
or collection of the same out of the property above described except to the extent and  
for the purpose above set forth.

Witness our hands and seals this 10th day of July A. D. 1964.

Witnessed by

COUNTY NATIONAL BANK,  
Clearfield, Pa.

By

*J. D. Jenkinson*   
  
  


*W. S. Morgan*  
*out. Jenkinson*

Number 262, Nov. Term 19 60

Priority of Mortgage

COUNTY NATIONAL BANK,  
Clearfield, Pa.,

versus

JAMES E. WESTOVER, et al.

**FILED**  
JUL 10 1964  
CARL E. WALKER  
PROTHONOTARY

*1.00 P. 21*  
*Abey-Randall*

THE COUNTY NATIONAL BANK AT CLEARFIELD

versus

JAMES E. WESTOVER, and  
PHYLLIS E. WESTOVER, S. V.  
McKEE ALIAS STANLEY V. McKEE  
and MARY E. McKEE

In the Court of Common Pleas of

the county of Clearfield

of November Term, A. D. 19 60

No. 262

Real Debt, - - - - - \$ 5,679.09

Int. from December 15, 1960

Costs, - - - - - \$

Entered and filed December 15, 1960

KNOW ALL MEN BY THESE PRESENTS, that

the plaintiff named in the above entitled judgment, for and in consideration of the sum of one Dollar, lawful money of the United States, to them paid by the defendant S above named, the receipt whereof is hereby acknowledged, do hereby forever acquit, exonerate, discharge and release from the lien of the above entitled judgment, the following described property, to-wit:

ALL the timber on that certain piece or parcel of land situate in Burnside Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a chestnut, corner of land of David Mitchell; thence North 3 1/4 degrees East 255 perches to stones; thence South 86 1/2 degrees east 160 perches to stones; thence North 3 1/2 degrees East to stones; thence South 86 1/4 degrees 113 perchas to a post, South 3 1/2 degrees West 19.5 perches to a post; thence South 87 degrees East 99 perches to post; thence South 3 1/2 degrees West 63 perches to post; thence by same course 77.5 perches to dogwood; thence by same course 158 perches to corner of Jona Rowland's land; thence North 86 1/4 degrees West 370 perches to chestnut and the place of beginning. Containing 656 acres and 69 perches.

It being understood and agreed that the release herein granted is for the timber only, and shall not effect the judgment or its validity as respects this land other than the timber as released.

And it is further agreed that the plaintiff above named will not look to the said above mentioned and described premises or any part thereof, for payment of any part of the principal and interest of said above entitled judgment, now or hereafter to become due, or in any way disturb, molest, put to charge or damage, the present or any future owner or owners, occupier or occupiers of the said above mentioned and described premises, or any part or portion thereof, for or by reason of the said judgment, or any matter, cause or thing thence accruing or to arise: Provided, that nothing herein contained shall affect the said judgment or its legal validity, so far as respects all other lands and tenements of the said defendantS situate in the County aforesaid, which are not herein expressly exonerated therefrom.

IN WITNESS WHEREOF the said The County National Bank at Clearfield has caused this Indenture to be signed by its Vice President, Assistant Cashier and has caused the common and corporate seal of the said corporation to be hereunto affixed this 17th day of January 19 63.



Attest:

*J. R. Ferguson*  
*Asst. Cashier*

By *J. W. Janakiewicz*  
Vice President

No. 262 November Term, 1962

THE COUNTY NATIONAL BANK AT

CLEARFIELD

*versus*  
JAMES E. WESTOVER  
PHYLLIS E. WESTOVER  
S.V. MCKEE alias  
STANLEY V. MCKEE AND  
MARY MCKEE

**Release From Lien of Judgment**

Upon 656 Acres 69 Perches  
situate in Burnside Township  
Clearfield, County, Pa.  
(Timber Only)

Entered and filed  
**FILED**  
JAN 22 1963  
CARL E. WALKER  
PROTHONOTARY

*Joseph P. Walker*  
Attorney.

Clearfield, Pa., November 30 1960 No. \_\_\_\_\_

For Value Received I/We promise to pay to the order of

THE COUNTY NATIONAL BANK AT CLEARFIELD the sum of \$ 5,679.09

Five Thousand Six Hundred Seventy-Nine and 09/100 Dollars

without defalcation, with interest at the rate of 6% per annum, payments to be made at the rate of

\$40.00 per month beginning December 30, 1960, to be applied first to

interest and the balance to principal, the entire unpaid balance to be paid November 30, 1963.

In case said installments, or any of them, are not paid within 15 days after the same become due, or any fire insurance premiums or taxes on any property against which this note may be entered as a lien are not paid when due, the whole of said principal sum shall forthwith become due and payable at the option of the holder of this note.

In event that I/We shall fail to make any payment herein provided for at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of 15 days, I/We promise to pay a "late charge" of five cents (5) for each dollar so overdue, for the purpose of defraying the expense of following up and handling the said delinquent payment.

I/We hereby expressly waive inquisition, stay of execution and the benefit of all exemption laws, and I/We further empower the holder or any attorney of any Court of Record within the United States to appear for me/us and confess judgment against me/us for the above sum, with above waivers, costs of suits; release of errors and with ten per cent Attorney's Commission.

Payable at the County National Bank at Clearfield, Pa. James C. Westover (SEAL)

ADDRESS R. D., Westover, Pa.

James C. Westover (SEAL)

DUE

James C. Westover (SEAL)  
James C. Westover (SEAL)

26<sup>2</sup> Nov 1960

For value received I/We hereby assign the within note to The County National Bank At Clearfield and guarantee payment thereof in accordance with its terms. And further I/We empower the holder or any attorney of any Court of Record to confess judgment at any time against me/us jointly or severally for the sum named in this note together with ten per cent Attorney's Commission hereby waiving inquisition and all the benefits of all exemption laws.



DATE OF PAYMENT	DATE INT. PAID TO	INTEREST	PAYMENT PRINCIPAL	BALANCE OF DEBT	TICKLE FOR
<p>I hereby certify the precise residence address of the within judgment creditor is corner of Second &amp; Market Streets, Clearfield, Pa., and the last known address of the defendant is R. D., Westover, Pa.</p> <p>THE COUNTY NATIONAL BANK AT CLEARFIELD, PA.</p> <p><i>[Signature]</i> President</p>					
<p>5/10/88- <b>FILED</b> DEC 15 1960 WM. T. HAGERTY PROTHONOTARY 4.00 Pa</p>					