

DOCKET NO. 173

Number	Term	Year
289	November	1960

County National Bank at Clearfield

Versus

Henry Wilks

Emma Wilks

JUDGEMENT

Clearfield, Pa., December 13th 1960 19 No.

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

THE COUNTY NATIONAL BANK AT CLEARFIELD

the sum of

\$ 3000.00

Three Thousand and No/100----- Dollars

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

\$ 58.00 per month beginning January 16, 1961, to be applied first to

interest and the balance to principal, the entire unpaid balance to be paid within five years.

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 sum 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

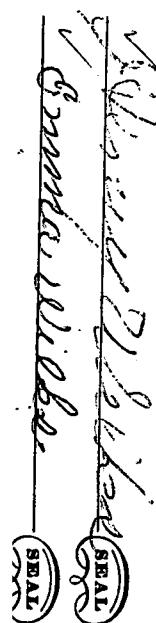
errors and with ten per cent Attorney's Commission.

Payable at the County National Bank at Clearfield, Pa.

ADDRESS RD., Osceola Mills, Penna.

Decatur Township

N-9

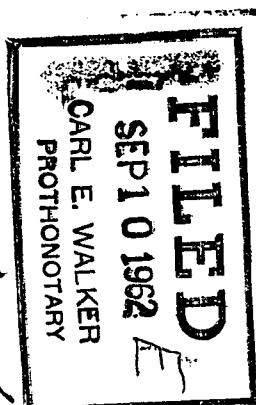
John D. Bishop   SEAL

DUE

James Schieber   SEAL

289 Nov. 7, 1960

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B. S. A.

THE COUNTY NATIONAL BANK AT CLEARFIELD
CLEARFIELD, PENNSYLVANIA

VERSUS

HENRY WILKS AND EMMA
WILKS

IN THE COURT OF COMMON PLEASE OF

the County of Clearfield
of November Term, A.D. 1960
No. 289

Real Debt \$3,000.00
Entered and filed Dec. 28, 1960

KNOW ALL MEN BY THESE PRESENTS, that The County National Bank at Clearfield, Clearfield, Pennsylvania, the plaintiff named in the above entitled judgment, for and in consideration of the sum of One Dollar, lawful money of the United States paid by the defendant 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 that certain parcel or piece of land situate in Ashland Village, Township of Decatur, County of Clearfield, and State of Pennsylvania more fully described as follows:

Beginning at a point on the east right of way line of the State Highway leading from Ashland to Brisbin; thence running east or nearly so 210 feet, more or less, along the line of land of Joseph Davis to a point; thence north 0 degrees, 10 minutes east 270 feet, more or less, to an iron post; thence south 88 degrees, 20 minutes west 210 feet, more or less, to a point on the east right of way line of the State Highway leading from Ashland to Brisbin; thence running south, or nearly so, along the said State Highway right of way line 270 feet, more or less, to the place of beginning, containing 1.3 acres, more or less.

Being the same premises conveyed by General Refractories Company to Henry Wilks by deed dated February 1, 1945, and intended to be recorded.

Excepting and reserving all the coal, fire clay and other minerals in and underlying said tract of land, with the right to mine and remove the same, including pillars, without any liability for damage to the surface, improvements, water supply or other property, in so doing.

Being the same property conveyed by Henry Wilks and Emma Wilks, his wife, to Henry Wilks and Emma Wilks, by deed dated March 13, 1946, and recorded at Clearfield, Pennsylvania, March 13, 1946, in Deed Book 347 at page 227.

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 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 defendant situate in the County aforesaid, which are not herein expressly exonerated therefrom.

IN WITNESS WHEREOF, we have hereunto set our hands and seal,
this 10th day of Sept. A.D. 1962.

Attest:

W. B. Lerner
Asst. Cashier

THE COUNTY NATIONAL BANK AT CLEARFIELD

BY

John M. Morgan (SEAL)
President