

DOCKET NO. 173

Number	Term	Year
375	November	1960

Curwensville State Bank

Versus

Edward M. Nicodemus

Shirley A. Nicodemus

Marian M. Nicodemus

Ohas. E. Nicodemus

JUDGMENT

#175

Curwensville State Bank

For Attention on

In Court of Common Pleas
Clearfield County, Pa.

vs.

Edward M. Nicodemus, 32 ✓
Shirley A. Nicodemus, 82 ✓
Marian M. Nicodemus, 1 ✓
and
Chas. F. Nicodemus 2 ✓

No. 375 November Term 19 60

Debt \$3400.00

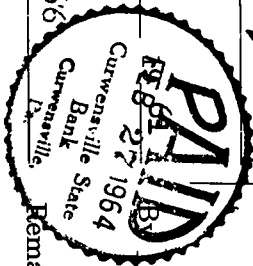
Interest from 5-27-60

Entered January 11

William T. Hagerly

Lien Expires 1-11-66

Remarks



375 Jan 1960

Pay To The Order Of

For value received _____, jointly and severally, hereby guarantee payment of the within note at maturity.

In case the within note is not paid at maturity, I or we jointly and severally do hereby empower any attorney of any court of record of the United States to appear therein and, with or without statement filed, to confess judgment therein against me or us jointly and severally, and in favor of the said

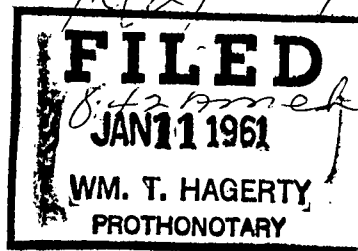
Curwensville State Bank
Curwensville, Pa.

or the holder hereof, for the amount named therein, with interest, costs of suit, release of errors, and with ten per cent added for collection fees, hereby waiving all right of stay of execution, inquisition, and appeal and the benefit of any and all laws now or hereafter to be passed exempting real or personal property from levy and sale on execution, and also waiving the benefit of the present or any future insolvent laws of any state of the United States and of the present or any future bankrupt law of the United States.

Presentation, protest and notice of protest are hereby waived.

_____ (Seal)

_____ (Seal)



350 p 100 50¢ due

67647

\$ 3,400.00 Curwensville, Pa. May 27 19 60

On Demand - - - - - after date for value received, I, we, or either of us, promise to pay
to the order of Curwensville State Bank, Curwensville, Pa.

Thirty four hundred and no/100 - - - - - Dollars

At the CURWENSVILLE STATE BANK

Without defalcation or stay of execution, waiving all rights to injunction and appeal, and to the benefit of all laws exempting real or personal property from levy or sale, and also waive the benefit of the present and any future bankrupt law that may be passed by the United States; and do hereby authorize the prothonotary or any attorney with or without statement, to appear and confess judgment for the above sum at any time, with costs of suit, release of errors, with ten per cent added for collection fees, and with all the above conditions and waivers, and do further agree and direct that this note, or the judgment entered thereon, is not paid in full at the maturity thereof, that said added collection fees shall be held and regarded as liquidated damages, and not as a penalty. Signed and sealed the date above written.

P. O. 216 Ashley Place

Fairfax, Virginia

Edward T. Wisniewski (Seal)
8. Judy C. Wisniewski (Seal)
6. William M. Wisniewski (Seal)
Wm. C. Wisniewski (Seal)

RELEASE FROM LIEN OF JUDGMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

WHEREAS, the CURWENSVILLE STATE BANK of Curwensville, Pennsylvania has obtained a judgment in the Court of Common Pleas of Clearfield County, Pennsylvania against CHARLES E. NICODEMUS and MARIAN M. NICODEMUS of Clearfield Borough, Clearfield County, Pennsylvania (it being No. 375 of November Term 1960), for the sum of \$3400.00 and costs which judgment now remains a lien on all the real estate of the said Charles E. Nicodemus and Marian M. Nicodemus within the county aforesaid.

AND WHEREAS, the said Charles E. Nicodemus has requested that all that messuage, piece or parcel situated in Bell Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at a stone corner on the land now or formerly of George Miller; thence South $38\frac{1}{2}$ degrees East 70 perches to a Hickory; thence South $51\frac{1}{2}$ degrees West 130 perches to a stone; thence North $38\frac{1}{2}$ degrees West $51\frac{1}{2}$ perches to a stone on line of land now or formerly of Angus Miller; thence North $51\frac{1}{2}$ degrees East 55 perches to a stone; thence North $38\frac{1}{2}$ degrees West 50 perches to a stone; thence North 83 degrees East 38 perches to a stone; thence North $62\frac{1}{2}$ degrees East 40 perches to the place of beginning. Containing 53 acres more or less.

which premises Ida F. Vite, widow, by her deed dated July 11, 1946 and recorded in Deed Book 377 at page 219 conveyed to Charles E. Nicodemus and Marian M. Nicodemus, husband and wife as tenants by entireties and the said Marian M. Nicodemus having died the entire premises became vested in Charles E. Nicodemus, should be exonerated and discharged from the lien of judgment aforesaid.

NOW KNOW YE, that the said Curwensville State Bank favoring

the request by the said Charles E. Nicodemus, and in consideration of one dollar lawful money of the United States, at the execution hereof by the said Charles E. Nicodemus, well and truly paid, the receipt whereof is hereby acknowledged, has exonerated and discharged, and hereby does exonerate and discharge the above-described message, piece, or parcel of land, with the appurtenances, of and from the lien and obligation of the said judgment, and of and from all suits, actions, executions, costs, damages, and demands whatsoever, for or on account, or by reason of the said judgment; provided, however, that nothing herein contained shall be construed so as to impair the operation of the said judgment against the said Charles E. Nicodemus and his estates other than against the message, piece or parcel of land hereinbefore expressly mentioned and described.

IN WITNESS WHEREOF, the said Curwensville State Bank has caused this Release to be executed by its President, attested by its Secretary and its Corporate seal to be affixed this *28th* day of *April*, 1961.

CURWENSVILLE STATE BANK

By

Joseph S. Ammerman
President

ATTEST:

Alm Straw

Secretary

COMMONWEALTH OF PENNSYLVANIA)
 (SS:
COUNTY OF CLEARFIELD)

On the *28th* Day of *April*, 1961, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the Borough of Clearfield, personally appeared
A. W. Straw, secretary of the said Curwensville State Bank, who being duly sworn according to law, says that he was personally present at the execution of the above Release, and saw the Common or corporate seal of the said Curwensville State Bank duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Curwensville State Bank; that the said Release was duly sealed and delivered by *Joseph A. Amman* President of the said Corporation, as and for the act and deed of the said Corporation, and that the names of this deponent as secretary and *Joseph A. Amman* subscribed to the above Release in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Sworn and subscribed before me,
the day and year aforesaid,
WITNESS my hand and notarial
seal.

Wm. T. Nagarty

NOTARY
My Commission Expires
1st Monday Jan. 1962

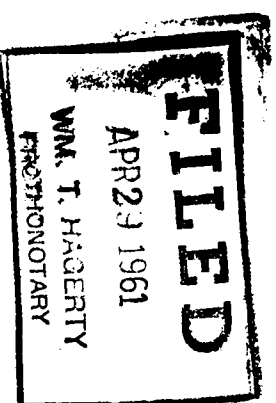
375 *Nov 1960*

CURWENSVILLE STATE
BANK

TO

CHARLES E. NICODEMUS
MARIAN M. NICODEMUS

RELEASE



LAW OFFICES

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
Clearfield, Pennsylvania