

DOCKET NO. 173

Number	Term	Year
457	November	1960

First National Bank of Philipsburg

Versus

Thomas Hayward

Marian Hayward

CLERK OF THE ORPHAN'S COURT

Charles L. Ammerman, ~~Shirley~~
 Cleonfield, Pa.

ATTORNEY_____

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

[illegible]

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

457 May 1 1900.

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

THE FIRST NATIONAL BANK
OF PHILIPSBURG

VS:

THOMAS HAYWARD and
MARIAN HAYWARD

:
:
:
: No. 16 Fla. v. Term, 1960
:
: 113
:

PRAECIPE FOR WRIT OF FIERI FACIAS

To: WILLIAM T. HAGERTY, Prothonotary

Sir:

Issue a writ of Fieri Facias upon the above stated judgment
to collect debt, interest and costs. Said Judgment being entered upon a
Bond secured by Mortgage. *Returnable See. Long.*

Debt \$1788.80

Interest from Sept. 27, 1960 \$

Attorney's Commission 10% \$ 178.88

BELL, SILBERBLATT & SWOOPE

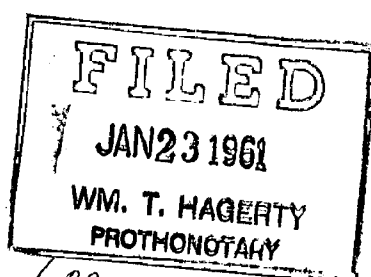
By- Walter M. Swoope
Attorneys for Plaintiff

Dated: Philipsburg, Pa.

January 23, 1961

ALL WAIVERS

Real Estate Sale



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

THE FIRST NATIONAL BANK
OF PHILIPSBURG

VS:

THOMAS HAYWARD and
MARIAN HAYWARD

:
:
:
:
:
:

No. 457 Had. Term, 1960

CONFESSION OF JUDGMENT

By virtue of the Power of Attorney contained in the attached Bond, I do hereby appear for Thomas Hayward and Marian Hayward, jointly and severally and confess judgment against them, jointly and severally, in favor of the First National Bank of Philipsburg, Philipsburg, Pennsylvania, Plaintiff, for the sum of FOUR THOUSAND DOLLARS (\$4,000.00).

Allen L. Bayliff
Attorney for Plaintiff

Philipsburg Pa
Jan. 23, 1961

Know all Men by these Presents,

THAT we, THOMAS HAYWARD and MARIAN HAYWARD, his wife, of Box 137, R.D. Utahville, Clearfield County, Pennsylvania, called , obligors , are

held and firmly bound unto THE FIRST NATIONAL BANK OF PHILIPSBURG, PENNA., called , obligee,

a corporation or body politic created by and existing under the laws of the United States having its principal place of business in Philipsburg Borough, Centre County, Pennsylvania, in the sum of **Four thousand and 00/100 (\$4,000.00**** Dollars, lawful money of the United States of America, to be paid to the said The First National Bank of Philipsburg, Penna., its successors or assigns: to which payment well and truly to be made we do bind ourselves, our heirs, executors, and administrators and every of them, jointly and severally firmly by these presents. Sealed with our seal. Dated the 27th. day of December in the year of our Lord one thousand nine hundred and fifty-seven (1957)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said obligors, their heirs, executors or administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the said obligee, its successors or assigns, the sum of

***** TWO THOUSAND AND 00/100 (\$2,000.00) DOLLARS, like lawful

money as aforesaid, within five (5) years from the date hereof, together with interest on the unpaid principal debt at the rate of six per cent (6%) per annum; provided, however, such principal debt and interest shall be paid as follows:

Beginning one month from the date hereof and on the same date of each and every month thereafter, the Obligors shall pay to the Obligee the sum of FORTY DOLLARS AND NO CENTS (\$40.00) and each monthly payment shall be applied by the Obligee first to the payment of interest on the unpaid principal debt and the balance shall be applied on account of the principal debt; provided, however, the Obligors have the privilege of paying any additional amount on account of the principal debt on any monthly payment date;

without any fraud or further delay; and also, from time to time, and at all times until payment of the said principal sum be made, as aforesaid, keep the building mentioned in the said Mortgage insured for the benefit of the mortgagee, in some good and reliable fire insurance company or companies licensed to transact business in the Commonwealth of Pennsylvania, in the amount of at least ** Two thousand and 00/100 (\$2,000.00) Dollars*****

and take out no insurance on said building without mortgagee or loss payable clause for benefit of obligee, and if the obligors neglect to procure such fire insurance, or permit the policy or policies evidencing the same to lapse because of non-payment of premiums or otherwise, obligee may secure and take out such fire insurance in its own name, and the premium or premiums paid therefore by obligee shall be added to and be collected as a part of the principal sum due and in the same manner, together with interest thereon at the same rate as is payable on the said principal sum; and obligors further covenant to pay all taxes lawfully assessed and levied by any proper tax authority against the premises described in the said Mortgage as well as all lawful municipal claims including charges, whether or not reduced to liens, for paving, sidewalks and repairs thereto, sewers, and water rents charged by any municipality or any municipal authority; and upon demand therefor obligors shall exhibit to obligee proper receipts for such taxes and municipal claims, and that if obligors neglect to pay such taxes and municipal claims, obligee 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 with interest thereon in the manner provided in this Bond; then the above obligation to be void, or else to be and remain in full force and virtue. And the further condition of this obligation is such, that if at any time default shall be made in

the payment of the principal debt or any installment thereof or interest, or additions thereto as aforesaid, for the space of 30 days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said obligors, ~~their~~ ^{to} heirs, executors, administrators or assigns, then and in such case the said principal sum shall, at the option of the said obligee, its successors or assigns, become due, and the payment of the same, with interest and costs of insurance due thereon, and additions as aforesaid, together with an attorney's commission of ~~ten~~ ^{ten} per cent. on the said principal sum, besides costs of suit, may be enforced and recovered at once, anything herein contained to the contrary thereof in anywise notwithstanding. And further, the obligors do hereby empower any attorney of any court of record of the Commonwealth of Pennsylvania to appear for ~~them~~ ^{them} and with or without a declaration filed in ~~their~~ ^{their} names, to confess a judgment or judgments in favor of the above-mentioned obligee, its successor or assigns, and against said obligor ~~s~~ ^s for the above penal sum of ~~****Four thousand and 00/100 (\$4,000.00) Dollars****~~ ^{with cost of suit, with a full release of all errors, and without stay of execution after any default as aforesaid. And the obligor s also waive the right of inquisition upon any real estate which may be levied upon to collect the said sum, and ~~wa~~ they do hereby voluntarily condemn the same, and authorize the Prothonotary to enter upon the Fieri Facias ~~their~~ ^{their} said voluntary condemnation; and ~~they~~ ^{they} further agree that said real estate may be sold upon a Fieri Facias. And the said obligor s do hereby waive and release to the said obligee, its successors or assigns, the benefit and advantage of all laws now in force or that may be passed, exempting property, either real or personal, or both, from levy and sale under any execution that may be issued for the collection of the said judgment.}

Signed, Sealed and Delivered
in the Presence of

Eph. Johnston
Land W. Johnston

Thomas Hayward
(Thomas Hayward)

Marian Hayward
(Marian Hayward)



Bond and Warrant

THOMAS HAYWARD and MARIAN HAY-

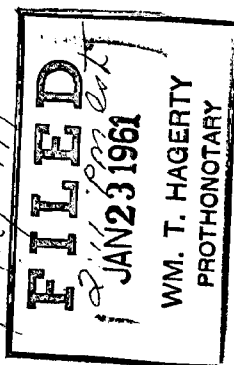
WARD, his wife
TO

THE FIRST NATIONAL BANK OF
PHILIPSBURG, PENNA.

Dated Dec. 27, 1957

For

Payable,



350 Alky
Kelley, Johnston & Cimino
Attorneys at Law
Philipsburg, Pa.

457 Nov 1960

REAL ESTATE SALE

SCHEDULE OF DISTRIBUTION

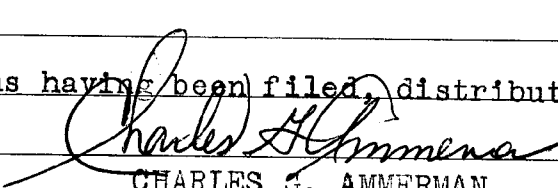
NOW, March 6, 1961, by virtue of the writ hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this county, and by hand bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield, on the 3rd day of March 1961, I exposed the within described real estate of Thomas Hayward and Marian Hayward

_____ to public vendue or outcry at which time and place I sold the same to First National Bank of Philipsburg, Pa.

he being the highest and best bidder, for the sum of \$ costs plus \$1.00, and made the following appropriations, viz:

		Atty	12.50
		Atty Com	178.88
		Recorder of Deeds Mtr Sch	2.00
		Pro List Liens	1.50
Deed Costs		Clearfield Progress Sales Cards	6.50
Sheriffs Deed	5.00	Clearfield Progress Adv	47.28
Pro Ack Deed	1.00	1960 Taxes Tax Co.	22.74
Recording Deed	5.50	1959 Taxes Co Trea	32.07
St T Tax	20.76	Sheriffs Costs	51.74
Total	32.26	Deed Costs	32.26
		To Debt	1.00
		Total	388.47

NOW, March 20, 1961 no exceptions having been filed, distribution made as above.


CHARLES G. AMMERMAN
Sheriff

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

14720

THE PROGRESS

CLEARFIELD, PA., February 7, 19 61

CHARLES G. AMMERMAN, SHERIFF

c/o 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 for
HAYWARD PROPERTY

\$ 6 50

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

DATE	INCHES	WORDS
1		
2		
3		
4		
5		
6		
7		
8		
9		394
10		
11		
12		
13		
14		
15		
16		394
17		
18		
19		
20		
21		
22		
23		394
24		
25		
26		
27		
28		
29		
30		
31		
TOTAL		1182

THE PROGRESS

○ N^o 15930

CLEARFIELD, PA. February 7, 1961 ~~1961~~

CHARLES G. AMMERMAN, SHERIFF

c/o Sheriff's Office

Clearfield County Courthouse

Clearfield, Pennsylvania

To Accounts Rendered

Inches @

Lines @

1182 Words @ .04

\$ 47 28

Miscellaneous

SHERIFF'S SALE OF VALUABLE

REAL ESTATE

HAYWARD PROPERTY

* 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, March 3, 1961 at 10:00 o'clock A. M.

Thomas Hayward and Marian
Hayward

BEGINNING at a post on the Township Road leading to Smoke Run; thence South $66\frac{1}{2}$ degrees East, one hundred fifty (150) feet to an alley; thence South $23\frac{1}{2}$ degrees West, fifty (50) feet along said alley to a post; thence North $66\frac{1}{2}$ west, one hundred and fifty (150) feet to a post on Township Road aforesaid; and thence North $23\frac{1}{2}$ degrees East, fifty (50) feet along said Township Road to the place of beginning, and known as Lot No. 9 on plot of the Village of Root Town; and having erected a one and one-half story frame dwelling house, bungalow type.

TERMS OF SALE

NOTICE

Sheriff's Office, Clearfield, Pa.
CHARLES G. AMMERMAN,
Sheriff.
2:9-16-23-b

STATE OF PENNSYLVANIA :
 : SS:
COUNTY OF CLEARFIELD :

February 9, 16 and 23, 1961. And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

William C. Plummer

Sworn and subscribed to before me the day and year aforesaid.

Mrs. Margaret M. Kometz
Notary Public

My Commission Expires March 20, 1963
Clearfield, Penna. Clearfield, Pa. Clearfield County

FAST FULL
BLADE
CUT



- ROUND SHOULDER
- **Beef Arm**
- CHOICE SHOULDER
- **Beef Roast**
- SLICED TENDERLOIN
- **Beef Liver**
- **Liverwurst**
- MORRELL
- **Canned Ham**

FRO

SAVE

TREASURER'S OFFICE
COUNTY OF CLEARFIELD

NO. RT 33878

CLEARFIELD, PA., 321 1961

RECEIVED OF
Charles G. Gammerman, Sheriff \$ *32.07*
Thirty-two and 07/100 DOLLARS

IN PAYMENT OF
~~TOWNSHIP~~ 1959 RETURNED TAXES

ON *N, G & L #9*

ASSESSED IN

THE NAME OF *Thomas Hayward*

IN *Bedford Township*

TAX *30.40*

INT. *1.67*

32.07

William D. Eckel
COUNTY TREASURER

648 7580032.07-25

Sheriff's Sale of March 3rd 1961

STATEMENT OF RETURNED TAX

CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD, PA., Feb. 16, 1961

Charles G. Ammerman, Sheriff

Clearfield, Pa.

Taxes returned by } H. G. & L. # 9
Tax Collector against }

Assessed in the name of Thomas Hayward

(Assessed for 1960 as Thomas & Marian Hayward)

Beccaria

XXXX
Twp.

1959, Amount Returned	\$ 30.40	
Interest to 3-31-61	\$ 1.67	\$ 32.07
19____, Amount Returned	\$	
Interest to	\$	\$

Total Amount Due \$32.07

If paid after _____ Add \$ _____ more per month
additional interest to this statement.

Return this statement with your remittance to Lillian D. Eshelman, County Treasurer
Clearfield, Pa.
Get 1960 statement from Tax collector.

Please Present This Statement When Making Payment

STATEMENT OF 1960 TAXES

No. _____ Date SEP. 1 1960
Borough or Township Beccaria of Beccaria
Name Howard Thomas
Address Rd 1 Box 137 Utahville Pa.

Page No. 64 Assessed Valuation
ITEM OF PROPERTY 14. 15 + 247
Real Estate - \$ 522
Occupation - \$ _____

COUNTY:-	DOLLARS	CENTS
Real Estate Tax, 7 mills	<u>3</u>	<u>65</u>
INSTITUTION DISTRICT:-		
Real Estate Tax, 1½ mills		<u>78</u>
BOROUGH OR ROAD:-		
Real Estate Tax, <u>3</u> mills	<u>1</u>	<u>57</u>
Occupation Tax, _____ mills		
Per Capita Tax, _____		
SCHOOL:-		
Real Estate Tax, <u>30</u> mills	<u>15</u>	<u>66</u>
Per Capita Tax, _____		
TOTAL TAXES . . .	<u>21</u>	<u>66</u>
<u>Property dues after Jan 1</u> 2% Discount -		
5% Penalty -	<u>1</u>	<u>08</u>
Amount Due -	<u>22</u>	<u>74</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 Beccaria 1st and 3rd Tues.
Utahville 2nd and 4th Tues.
Home Every Wednesday & Friday
on _____

to receive taxes. LAURA HARBER Tax Collector
COALPORT, PA. Address

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
Thomas Hayward & Marian Hayward
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 16th day of
February A. D. 19 61.

Wm T. Hagerty Prothonotary

List of Liens	VERSUS	Thomas Hayward
		Marian Hayward
		Box 137, R. D.,
		Utahville, Penna.
		FEE

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:

Thomas Hayward By Tr al to County National Bank at Clearfield - 162-102
\$960.00, July 14, 1954 - Beccaria Tp.
Thomas Hayward al to First National Bank, Phillipsburg, - 178-215-\$2000.00,
January 2, 1958, Beccaria Tp.
Marian Hayward By Tr al to County National Bank at Clearfield -162-102
\$960.00, July 14, 1954, Beccaria Tp.
Marian Hayward al to First National Bank, Phillipsburg - 178-215-\$2000.00,
January 2, 1958, Beccaria Tp.

In testimony Whereof, I have hereunto set my hand and official seal this 17 day of
February , A.D. 1961 . Time

9:30AM E.S.T.
Dick Reed
RECORDER OF DEEDS

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 1964

1. Estimated indentments are received subject to the provision of Acts of Assembly requiring payment of

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, March 3, 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 Thomas Hayward and Marian Hayward, R.D., Utahville, Pa., at the suit of First National Bank of Philipsburg, Pa., on Judgment No. 457 November Term, 1960, Writ of Execution No. 16 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. ATHERMAN,
Sheriff

Directions to Newspaper

Clearfield Progress (Please publish once a week for three successive weeks, beginning February 9, 1961)

Clearfield Progress to prepare ten (10) Sales Cards.

DESCRIPTION OF REAL ESTATE

Thomas Hayward and Marian Hayward

ALL that certain lot or piece of ground situate in the Township of Beccaria, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on the Township Road leading to Smoke Run; thence South $66\frac{1}{2}$ degrees East, one hundred fifty (150) feet to and~~y~~ alley; thence South $23\frac{1}{2}$ degrees West, fifty (50) feet along said alley to a post; thence North $66\frac{1}{2}$ west, one hundred and fifty (150) feet to a post on Township Road aforesaid; and thence North $23\frac{1}{2}$ degrees East, fifty (50) feet along said Township Road to the place of beginning, and known as Lot No. 9 on plot of the Village of Root Town; and having erected a one and one-half story frame dwelling house, bungalow type.

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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

1 - TAPPAN GAS RANGE
1 - PHILCO REFRIGERATOR
1 - KITCHEN TABLE & 4 chairs
1 - TV SET PHILCO

Real Estate as described on attached sheet.

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

TOMAS & MARIAN HAYWARD

E. G. U.

Sheriff

Sheriff's Office, Clearfield, Pa.,

Feb 2, 1960

Writ of Execution. Mortgage Foreclosure.

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

First National Bank of
Philipsburg, Pennsylvania

vs.

Thomas Hayward and
Marian Hayward

NO. 16 November

Term, 19 60

WRIT OF EXECUTION

Commonwealth of Pennsylvania }
County of Clearfield }

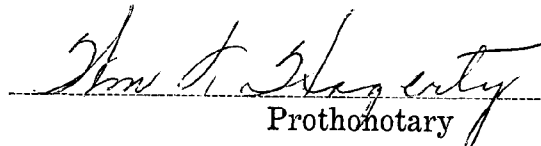
SS:

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:

(Specifically describe property)

Amount due		\$ 1788.80
Attys. Comm.		\$ 178.88
Interest from	September 27, 1960	\$
Costs (to be added)	Attorneys	\$ 12.50


Prothonotary

Deputy



Date January 23, 1961

Proth'y. No. 61

14/27

RECEIVED WRIT THIS _____ day
of JAN 23 1961 A. D., 19____,
at 3:30 P. M.
Charles G. Ammerman
Sheriff

No. 457 November Term, 1960
No. 16 November Term, 1960
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

First National Bank of
Philipsburg, Pa.
vs.

Thomas Hayward and
Marian Hayward
Box 137, R.D.,, Utahville, Pa.

WRIT OF EXECUTION

From No. 457 November Term, 1960

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

WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT	\$1788.80
Interest from - - -	9.27.60
Prothonotary - - -	
Use Attorney - - -	12.50
Use Plaintiff - - -	
Attorney's Comm. - - -	\$178.88
Satisfaction - - -	
Sheriff - - - - -	
RECORD OF DEEDS	2.00
<i>For dist. given</i>	1.50
100.00	

Bell, Silberblatt & Swoope
Attorney for Plaintiff(s)

*Now - Sept. 29 - 1961
This writ received returned
Bell - Silberblatt & Swoope
by Walter Swoope
Deft in writ*

NOW, September 30, 1961 by direction of Bell, Silberblatt & Swoope by Walter Swoope, Attorney for the Plaintiff I return this Writ, all costs paid.

So answers,

Charles G. Ammerman
CHARLES G. AMMERMAN
Sheriff