

DOCKET NO. 173

NUMBER	TERM	YEAR
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6	May	1961
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FRANCIS L. CHERRY

VERSUS

WILLIAM E. SHAFFER

DORIS L. SHAFFER

NORWOOD SHAFFER

HELEN SHAFFER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.	
No. 6 May Term, 1961.	
34 FRANCIS L. CHERRY	
vs.	24
104 WILLIAM E. SHAFFER, DORIS L. SHAFFER, NORWOOD SHAFFER and HELEN SHAFFER 74	
RELEASE FROM LIEN OF JUDGMENT	
<div>FILED JAN 20 1966 ARCHIE HILL PROTHONOTARY</div> <div>LAW OFFICES GLEASON & CHERRY 7-10 DAMUS BUILDING DU BOIS, PENNSYLVANIA 109 N. BRADY STREET</div>	

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

FRANCIS L. CHERRY	:	STATEMENT OF JUDGMENT
	:	
vs.	:	No. 6 MAY TERM, 1961
	:	
WILLIAM E. SHAFFER, DORIS L. :	:	Real Debt: \$ 4500.00
SHAFFER, NORWOOD SHAFFER and :	:	Entered and filed: May 1, 1961
HELEN SHAFFER	:	
	:	
	:	

RELEASE FROM LIEN OF JUDGMENT

KNOW ALL MEN BY THESE PRESENTS, That FRANCIS L. CHERRY, the Plaintiff named in the above entitled judgment, for and in consideration of the sum of One (\$ 1.00) Dollar, lawful money of the United States, to him paid by the Defendants above named, the receipt whereof is hereby acknowledged, does hereby forever acquit, exonerate, discharge and release from the lien of the above entitled judgment the following described property, to wit: ALL that certain piece or parcel of land situate in the Donaldson Addition to the Third Ward in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron pin on the Northeast intersection of West Logan Avenue and Osborn Street in said Addition; thence North along Osborn Street a distance of One Hundred and Fifty (150) feet to an alley; thence East along the line of said alley a distance of Sixty (60) feet to the line of Lot No. 48 in said Addition; thence South One Hundred and Fifty (150) feet along the line of Lot No. 48 to West Logan Avenue; thence West along said West Logan Avenue a distance of Sixty (60) feet to an iron pin and place of beginning.

Being a piece or parcel of land fronting Sixty (60) feet on West Logan Avenue and being One Hundred and Fifty (150) feet deep, bounded on the North by an alley, on the South by West Logan Avenue, on the West by Osborn Street and on the East by Lot No. 48 and being Lot No. 47 in Section D of said Addition.

EXCEPTING AND RESERVING, nevertheless, all coal, mineral and mining rights as reserved in prior deeds and all gas line rights, privileges and easements as have been heretofore conveyed.

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, I have hereunto set my hand and seal this 15th day of January, 1966.

Francis H. Cherry (SEAL)

6 May Term 1964

POSTPONEMENT OF LIEN OF JUDGMENT
from Francis L. Cherry to William Edward Shaffer and Doris L. Shaffer.
<div>FILED SEP 17 1964 CARL E. WALKER PROTHONOTARY</div> <div>LAW OFFICES GLEASON & CHERRY 7-10 DAMUS BUILDING DU BOIS, PENNSYLVANIA 109 N. BRADY STREET</div>

POSTPONEMENT OF LIEN OF JUDGMENT

This Agreement made this 11th day of September, 1964, between FRANCIS L. CHERY, of the City of DuBois, Clearfield County, Pennsylvania, and PEOPLES BUILDING & LOAN ASSOCIATION, of the Borough of Ridgway, Elk County, Pennsylvania, WITNESSETH:

THAT WHEREAS, WILLIAM EDWARD SHAFFER and DORIS L. SHAFFER, his wife, and NORWOOD SHAFFER and HELEN SHAFFER, his wife, executed and delivered to FRANCIS L. CHERRY, a Judgment Note in the sum of Forty-Five Hundred Dollars (\$4,500.00), and entered in the Prothonotary's Office in Clearfield, Pennsylvania to No. 6, May Term, 1961.

AND, WHEREAS, the said WILLIAM EDWARD SHAFFER and DORIS L. SHAFFER, executed and delivered to the PEOPLES BUILDING & LOAN ASSOCIATION, of Ridgway, Pennsylvania, a Mortgage and Bond in the sum of Eleven Thousand and Five Hundred Dollars (\$11,500.00), dated August 24, 1964, 1964, and the said Mortgage is to be recorded at Clearfield, Pennsylvania, in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania.

IT IS AGREED by the said FRANCIS L. CHERRY, of DuBois, Pennsylvania, his heirs and assigns, that the lien of the Mortgage of the said PEOPLES BUILDING & LOAN ASSOCIATION, of Ridgway, Pennsylvania, as above mentioned, and that the said FRANCIS L. CHERRY further agrees for himself and his heirs and assigns, that the said PEOPLES BUILDING & LOAN ASSOCIATION, its successors and assigns shall have all the rights and benefits to which it would have been entitled had the said Mortgage of the said PEOPLES BUILDING & LOAN ASSOCIATION, of Ridgway, Pennsylvania, been executed, delivered and recorded before the entry of the said judgment of the said FRANCIS L. CHERRY.

IN WITNESS WHEREOF, the said FRANCIS L. CHERRY, has here-

unto set his hand and seal the 11th day of September, 1964, and the said PEOPLES BUILDING & LOAN ASSOCIATION, of Ridgway, Pennsylvania, has caused this Agreement to postpone lien of judgment, to be signed in its corporate names, by its President, and has caused to be affixed hereunto the common and corporate seal of said Corporation, attested by its Secretary, this 11th day of September, 1964.

WITNESS:

Joseph M. Cherry Francis L. Cherry (SEAL)
Edward Cherry

Attest:

PEOPLES BUILDING & LOAN ASSOCIATION,
of Ridgway, Pennsylvania

Herbert R. Huber By E. L. Jones

6 May Term, 1961	Between FRANCIS L. CHERRY and PEOPLES' SAVINGS AND LOAN ASSOCIATION	POSTPONEMENT OF LIEN OF JUDGMENT	<div>FILED JAN 24 1966 ARCHIE HILL PROTHONOTARY</div> <div>LAW OFFICES GLEASON & CHERRY 7-10 DAMUS BUILDING DU BOIS, PENNSYLVANIA 109 N. BRADY STREET</div>
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POSTPONEMENT OF LIEN OF JUDGMENT

THIS AGREEMENT made this 18th day of January, 1966, between FRANCIS L. CHERRY of the City of DuBois, Clearfield County, Pennsylvania, and the PEOPLES' SAVINGS AND LOAN ASSOCIATION of the Borough of Ridgway, Elk County, Pennsylvania, WITNESSETH:

WHEREAS, ¹⁰⁴WILLIAM E. SHAFFER and ²⁴DORIS L. SHAFFER, husband and wife, and ⁷⁴NORWOOD SHAFFER and ⁴⁴HELEN SHAFFER, husband and wife, executed and delivered to ³⁴FRANCIS L. CHERRY a judgment note in the sum of \$ 5,175.00 and entered in the Prothonotary's Office of Clearfield County, Pennsylvania, to No. 6 May Term, 1961; and

WHEREAS, ~~104~~ ³⁴WILLIAM E. SHAFFER and ~~24~~ ³⁴DORIS L. SHAFFER executed and delivered to the PEOPLES' SAVINGS AND LOAN ASSOCIATION a mortgage and bond in the principal sum of \$ 11,000.00 dated January 3, 1966, and which was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, on January 10, 1966;

It is agreed by the said FRANCIS L. CHERRY, his heirs and assigns, that the lien of his judgment above mentioned is hereby postponed to the lien of the mortgage and bond of the said PEOPLES' SAVINGS AND LOAN ASSOCIATION, of Ridgway, Pennsylvania, as above mentioned, and the said FRANCIS L. CHERRY further agrees for himself, his heirs and assigns, that the said PEOPLES' SAVINGS AND LOAN ASSOCIATION, its successors and assigns, shall have the rights and benefits to which it would have been entitled had the said mortgage and bond of the PEOPLES' SAVINGS AND LOAN ASSOCIATION been executed, delivered, and the said mortgage recorded before the entry of said judgment of the said FRANCIS L. CHERRY.

IN WITNESS WHEREOF, the said FRANCIS L. CHERRY has hereunto set his hand and seal, and the PEOPLES' SAVINGS AND LOAN

ASSOCIATION has caused this Agreement to Postpone Lien of Judgment to be signed in its corporate name, by its proper officers, and has caused to be affixed hereunto the common and corporate seal of said corporation, duly attested the day and year first above written.

WITNESS:

Edward V Cherry

Francis L. Cherry (SEAL)
Francis L. Cherry

ATTEST:

Maria Schreiner
Secretary

PEOPLES' SAVINGS AND LOAN
ASSOCIATION,

Herbert R. Huber
Executive Boardman

No. 6 MAY TERM, 1961

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

FRANCIS L. CHERRY

VS

WILLIAM E. SHAFFER, et al

RELEASE OF LIEN OF
JUDGMENT

FILED

MAY 29 1965

CARL E. WALKER
PROTHONOTARY

for ad idy
Gal 100

LAW OFFICES
AMMERMAN & BLAKLEY
DUBOIS, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FRANCIS L. CHERRY

vs

JUDGMENT

104
WILLIAM E. SHAFFER, 24
SHAFFER, 74 NORWOOD SHAFFER AND
HELEN SHAFFER
44


No. 6 MAY TERM, 1961

RELEASE OF LIEN OF
JUDGMENT

KNOW ALL MEN BY THESE PRESENTS, that FRANCIS L. CHERRY, of the City of DuBois, Clearfield County, Pennsylvania, for and in consideration of the sum of One Dollar (\$1.00) does hereby release and discharge from the lien of the above stated judgment, ALL that certain lot or piece of land, situate, lying and being in the City of DuBois, County of Clearfield and State of Pennsylvania known in the Plan of A. R. VanTassel's Addition to DuBois as Lot No. 116, and bounded on the North by Maple Avenue (formerly known as VanTassel Avenue); East by lot No. 117; South by an alley and West by Fourth Street and being fifty (50) feet wide on Maple Avenue by One hundred and fifty (150) feet deep to said alley and fifty (50) feet wide on said alley, so that the said described land shall be sold, conveyed and transferred free, clear and discharged of the lien of the above recited judgment, nothing herein, however, shall release or discharge the lien of the said recited judgment in any other respect or upon any other lands or property of the said defendants.

IN WITNESS WHEREOF, the said Francis L. Cherry, has

Francis L. Charry
Francis L. Charry


JOSEPHINE M. CHERRY
Notary Public, My Com-
mission Expires Jan, 7, 1967

\$4,500.00

DuBois, Pennsylvania

April 28, 1961

Within Five (5) Years after date, the undersigned promise to pay to the order of FRANCIS L. CHERRY, at DuBois, Pennsylvania, Forty-Five Hundred (\$4,500.00) Dollars, without defalcation, for value received, without interest, payable at the rate of Seventy-Five Dollars (\$75.00) per month, the first payment to be made on or before May 1, 1961, and like payments on the First day of each month thereafter, until the whole of said principal has been fully paid. The within note is executed and delivered by the parties hereto in accordance and compliance with the provisions of Agreement dated April 27, 1961, wherein the payee is first party and payors are second parties, the provisions of which are incorporated herein by reference and made a part hereof. The said payee is herewith given the right to confess judgment hereon in accordance with the provisions hereinafter set forth, immediately upon the execution and delivery hereof. The undersigned further hereby empower the Prothonotary or any attorney of any court of record within the United States or elsewhere to appear for the undersigned and, with or without one or more declarations filed, confess a judgment or judgments against the undersigned in favor of the holder hereof as of any term for the unpaid balance hereof with costs of suit and an attorney's commission of fifteen (15%) percent for collection, with release of all errors and without stay of execution, and inquisition and extension upon any levy on real estate is hereby waived and condemnation agreed to, and the exemption of all property from levy and sale on any execution thereon, and exemption of wages from attachment, are also hereby expressly waived, and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or which may

hereafter be enacted. If any provision hereof shall for any reason be held invalid or unenforceable under said Code, such invalidity or unenforceability shall not affect any other provision hereof, but this note shall be construed as if such invalid or unenforceable provision had never been contained herein. All of the foregoing provisions are the joint and several promises of the undersigned and shall bind the undersigned, heirs, personal representatives, successors and assigns.

William E. Shaffer (SEAL)

Doris L. Shaffer (SEAL)

Yonnes Shaffer (SEAL)

Helen Shaffer (SEAL)

STATEMENT OF JUDGMENT

Docket No. 173 ✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Francis L. Cherry SAT

No. 6 TERM May 1961

Penal Debt \$

Real Debt \$ 4500.00

Atty's Com. \$ 675.00

Int. from ~~XXXX~~ None

Entry & Tax By Atty \$ 4.00

Att'y Docket \$ 3.00

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument D. S. B.

Date of Same April 28 1961

Date Due Within Five (5) Yrs 1961

Expires May 1 1966

VERSUS

104 SAT William E. Shaffer, Doris L.

74 SAT Shaffer, Norwood Shaffer and

44 SAT Helen Shaffer SAT

Entered of Record 1st day of May 1961
Certified from Record 1st day of May 1961

12:53 PM EST

1961
1961
.....
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

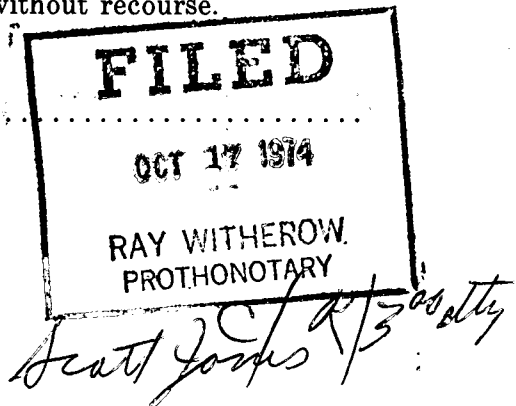
Received on, 19...., of defendant full
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-
tary is authorized to enter Satisfaction on the same.

Joseph M. Cherry *Francis L. Cherry*
Witness Plaintiff

SIGN THIS BLANK FOR ASSIGNMENT

Now,, 19...., for value received hereby
assign, transfer and set over to
..... Address Assignee
..... of
above Judgment, Debt, Interest and Costs without recourse.

.....
Witness



FRANCIS L. CHERRY

In the Court of Common Pleas

vs.
WILLIAM E. SHAFFER
DORIS L. SHAFFER
NORWOOD SHAFFER
HELEN SHAFFER

of Clearfield County,
of May Term, 1961
No. 6

D. S. B.

STATE OF PENNSYLVANIA,
County of CLEARFIELD } ss:

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand s and seal s of the Defendant, s, bearing date the 28th day of April A. D. 1961, whereby the Defendant doth promise to pay to the said Plaintiff within five (5) years after date, the sum of Forty-Five Hundred (\$4,500.00) Dollars, for value received, ~~with interest from~~ without interest,

which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant s, and after one or more declarations filed, to confess judgment against Defendants and in favor of said Plaintiff for the said sum of Forty-Five Hundred (\$4,500.00) -----

Dollars ~~with interest~~ without interest, as aforesaid, costs of suit

and release of errors in the entering of said judgment, or the issuing of any process thereon with ten per cent (10%) commission for attorney's fees; and further waive inquisition, condemnation and extension of real estate, stay of execution and all exemption laws now in force or that may be hereafter passed, and agree that any property, real or personal, may be sold on writ of fi. fa., of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant s to the said Plaintiff , to wit: The sum of \$ 4,500.00 \$4,500.00

~~Interest from~~ Without interest 675.00
Attorney's Commission \$675.00 \$5,175.00

GLEASON, CHERRY & CHERRY
By Edward V. Cherry
Attorney for Plaintiff

STATE OF PENNSYLVANIA,
County of Clearfield } ss:

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, GLEASON, CHERRY & CHERRY, Attorneys, appear for May the Defendant s in the stated action without writ, as of February Term, 1961, and therein confess judgment against Defendants and in favor of FRANCIS L. CHERRY the plaintiff , for sum of Forty-Five Hundred (\$4,500.00) Dollars, ~~with~~

~~Interest from~~ WITHOUT INTEREST costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon with ten per cent (10%) commission for attorney's fees; and further waive inquisition, condemnation and extension of real estate, stay of execution and all exemption laws now in force or that may be hereafter passed, and agree that any property, real or personal, may be sold on writ of fi. fa.

GLEASON, CHERRY & CHERRY
By Edward V. Cherry
Attorney for Defendant s

To Wm. T. Hagerty Esq.,

Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor is.....

11 S. State Street, DuBois, Pa.

and that the precise residence of the within judgment debtors is 216 W. Logan Avenue,
DuBois, Pa. and 512 Maple Avenue, DuBois, Pa.

GLEASON, CHERRY & CHERRY

By *Edward V. Cherry*
Attorneys for Plaintiff

Court of Common Pleas

of CLEARFIELD County

May February Term 1961
No. *6*

FRANCIS L. CHERRY

102

WILLIAM E. SHAEFER

DORIS L. SHAEFER

NORWOOD SHAEFER

HELEN SHAEFER

D. S. B.

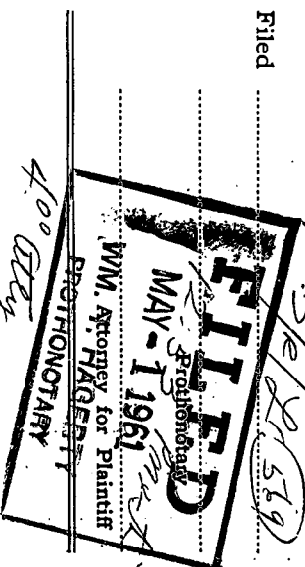
Note of Warrant of Attorney

Debt, - - - \$4,500.00

Interest, - - - None

Atty's Com. - \$675.00

Filed



GLEASON, CHERRY & CHERRY
ATTORNEYS AT LAW
109 N. BRADY STREET
DU BOIS, PENNSYLVANIA