

DOCKET NO. 173

NUMBER	TERM	YEAR
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<u>6</u>	<u>May</u>	<u>1961</u>
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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.

104/ 24/  
WILLIAM E. SHAFFER, DORIS L.  
SHAFFER, NORWOOD J. SHAFFER and  
HELEN SHAFFER  
4/

RELEASE FROM LIEN OF JUDGMENT



LAW OFFICES  
GLEASON & CHERRY  
7-10 DAMUS Building  
Du Bois, PENNSYLVANIA  
109 N. BRADY STREET

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	:	
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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 15<sup>th</sup> day of January, 1966.

Frank J. Cherry (SEAL)

6 May Term 1961

POSTPONEMENT OF LIEN OF

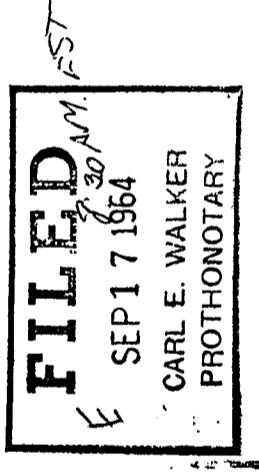
JUDGMENT

from

FRANCIS L. CHERRY

to

WILLIAM EDWARD SHAFFER  
and  
DORIS L. SHAFFER.



LAW OFFICES

GLEASON & CHERRY  
7-10 DAMUS BUILDING  
DU BOIS, PENNSYLVANIA

109 N. BRADY STREET

POSTPONEMENT OF LIEN OF JUDGMENT

This Agreement made this 11th day of September, 1964, between FRANCIS L. CHERRY, 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:

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

Attest:

PEOPLES BUILDING & LOAN ASSOCIATION,  
of Ridgway, Pennsylvania

Herbert R. Huber

By

F. L. Cherry

6 May 1961

Between

FRANCIS L. CHERRY  
and  
PEOPLES' SAVINGS AND LOAN  
ASSOCIATION

POSTPONEMENT OF LIEN  
OF JUDGMENT



LAW OFFICES  
GLEASON & CHERRY  
7-10 DAMUS BUILDING  
Du Bois, PENNSYLVANIA  
109 N. BRADY STREET

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, <sup>104</sup> WILLIAM E. SHAFFER and <sup>24</sup> DORIS L. SHAFFER, husband and wife, and <sup>74</sup> NORWOOD SHAFFER and <sup>44</sup> HELEN SHAFFER, husband and wife, executed and delivered to <sup>34</sup> FRANCIS 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~~ <sup>34</sup> WILLIAM E. SHAFFER and <sup>24</sup> DORIS L. SHAFFER INGS 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

PEOPLES' SAVINGS AND LOAN  
ASSOCIATION,

ATTEST:

Marie Schreiber  
Secretary

Herbert R. Keefer  
Executive President.

No. 6 MAY TERM, 1961

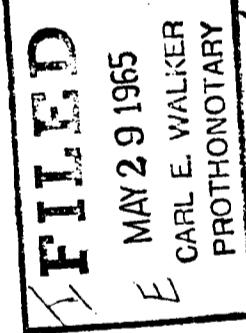
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.

FRANCIS L. CHERRY

VS

WILLIAM E. SHAFFER, et al.

RELEASE OF LIEN OF  
JUDGMENT



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, DORIS 24 : :  
SHAFFER, NORWOOD SHAFFER AND : NO. 6 MAY TERM, 1961  
HELEN SHAFFER : :  
44 : :

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

hereunto set his hand and seal the 28th day of May,  
1965.

Francis L. Cherry  
Francis L. Cherry

STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

On this, the 28<sup>th</sup> day of May, 1965, before  
me, a Notary Public, the undersigned officer, personally appeared  
Francis L. Cherry, known to me to be the person whose name is  
subscribed to the foregoing instrument, and acknowledged that  
he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

Josephine M. Cherry  
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 complaince 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)

Yvonne J 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. <del>xxxx</del> .....	None	
Entry & Tax .....	By Atty \$ 4100	
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	

104 *SAT* VERSUS  
24 *SAT*  
William E. Shaffer, Doris L.  
*SAT* Shaffer, Norwood Shaffer and  
44 Helen Shaffer *SAT*

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

1961 12:53 PM EST  
1961

*Wm. T. Daugherty*  
Prothonotary

**SIGN THIS BLANK FOR SATISFACTION**

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

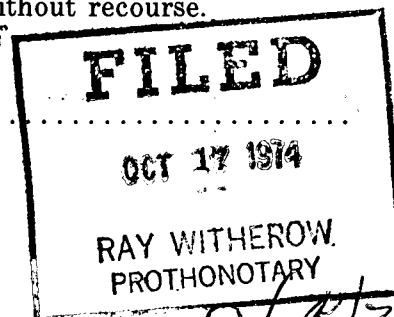
*Joseph M. Cherry* *Frank L. Cherry*  
Witness Plaintiff

**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



*Frank L. Cherry*  
*Scott Jones 13/3/80*

FRANCIS L. CHERRY

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

In the Court of Common Pleas

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

B. 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~~ 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) ~~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		
		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 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~~ 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.....

111 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 Term 1961

No. 6

FRANCIS L. CHERRY

10 U

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

**D. S. B.**

Note of Warrant of Attorney

Debt, - - - \$4,500.00

Interest, - - - None

Atty's Com. \$6.75.00

Filed



400 Gen  
PROTHONOTARY

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