

DOCKET NO. 173

Number	Term	Year
23	February	1961

COMMONWEALTH OF PENNA.
DEPT. OF PUBLIC ASSISTANCE

Versus

Adam W. Tschopp,

Martha R. Tschopp

Record No. 27821

Name Adam H. Ischopp

Address R 5 Rockton Pa.

REIMBURSEMENT AGREEMENT

Adam H. Ischopp & Martha R. Ischopp
of Clearfield County, Pennsylvania, acknowledge that my real and personal property is liable for the repayment of public assistance (except Blind Pension) granted or to be granted to or for me and/or to or for my spouse and minor children. It is understood that this liability does not apply to assistance received before my acquisition of such property, nor to assistance for which service is rendered in the Relief Work Program of the Department of Public Welfare. The purpose of this agreement is to give the Department of Public Welfare a lien on any real property owned wholly or in part by me while assistance was received as above.

In order to carry out the purpose of this agreement, I authorize the Prothonotary, or any Attorney, of any Court of Record of Pennsylvania, or elsewhere, to appear and to enter judgment against me for the sum of Two Thousand Dollars (\$2,000.00), plus costs. This judgment shall be a lien upon my real property, and be collected as other judgments, except as to the real and personal property comprising my home and furnishings, which home shall be subject to the lien of such judgment, but shall not be subject to execution on such judgment during my lifetime, or the lifetime of my spouse or dependent children. It is further agreed that in the event the sum of Two Thousand Dollars (\$2,000.00) exceeds the amount required for repayment of assistance as set forth above, my real property shall not be liable for any greater payment than the amount of assistance received, plus costs.

It is agreed that at any time after assistance has ceased, the Department of Public Welfare will, at my written request, furnish me with a stipulation to be filed with the Prothonotary of the court having record of this judgment, setting forth the exact amount of assistance received for which my real property is liable, if such amount is less than the sum of Two Thousand Dollars (\$2,000.00).

Signed, sealed and delivered
in the presence of

Cora V. Ardary Adam H. Ischopp (SEAL)

Dated January 11, 1961

Cora V. Ardary Martha R. Ischopp (SEAL)

Dated January 11, 1961

In the Court of Common Pleas of
Clearfield County
No. 23 Term February Year 1961

Commonwealth of Pennsylvania
Department of Public Assistance
Harrisburg, Pennsylvania

vs.

Adam W. Tschopp
and
Martha R. Tschopp

R.D.
Rockton
Pennsylvania

REIMBURSEMENT AGREEMENT

I hereby certify that the above address
of Plaintiff, and name (s) and address(es)
of Defendant(s) is/are correct:

R.J. Higgs

R. J. Higgs, Executive Director
Clearfield County Board of Assistance
214 West Fourth Avenue, Clearfield, Pa.

5720-1961

WM. T. HAGERTY
PROTHONOTARY

RELEASE OF REAL ESTATE FROM LIEN OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

✓ COMMONWEALTH OF PENNSYLVANIA, : STATEMENT OF JUDGMENT
DEPARTMENT OF PUBLIC WELFARE : No. 23 February Term, 1961
: Real Debt \$2,000.00
-vs- : Dated January 11, 1961
66 : Entered and filed February 9,
MARTHA R. TSCHOPP and ADAM : 1961
W. TSCHOPP :
16

KNOW ALL MEN BY THESE PRESENTS, That the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF PUBLIC WELFARE, the Plaintiff named in the above entitled judgment, for and in the consideration of the sum of One (\$1.00) Dollar, lawful money of the United States, to it 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 those certain premises situate in Brady Township, Clearfield County, Pennsylvania, more commonly known as the Benjamin Carson Place, containing about 50 acres more or less, and bounded and described as follows:

On the North by lands now or formerly of Recissa Dressler, formerly a part of the estate of Joseph Seyler, deceased; on the East by lands now or formerly of the estate of Lewis N. Kirk, deceased; on the South, in part by lands now or formerly of T. H. Seyler, formerly of Jos. Seyler, Jr., deceased, and in part by lands now or formerly of the DuBois Brewing Company, formerly of Andrew Pentz, Jr., deceased; and on the West in part by lands now or formerly of George B. Wachob, and in part by lands now or formerly of James Luther, formerly the Hugh Kelley Place.

TOGETHER with all of the right, title and interest of

the parties of the first part in a gas and oil lease entered into between Ord L. Oakes and Laura Oakes and T. W. Phillips Gas and Oil Company by lease dated November 9, 1950, and recorded at Clearfield, Pennsylvania, in Miscellaneous Book No. 78, page 239.

BEING the same premises which were conveyed to Adam W. Tschopp and Martha R. Tschopp, by deed of Ord L. Oakes, et ux., dated July 8, 1957, and recorded in Deed Book No. 460, page 159. The gas and oil in said premises were conveyed to Adam W. Tschopp and Martha R. Tschopp by deed of Ord L. Oakes and Laura Oakes, dated March 13, 1959 and recorded at Clearfield, Pennsylvania, in Deed Book No. 473, page 341.

EXCEPTING AND RESERVING from the above premises and from this release of judgment lien all of the surface and all buildings situate on the following described premises:

Beginning at a point in the center line of a township road, said point also being on the western boundary line of the larger premises of which this is a part; thence by the center line of said township road South 79°, 55' East 334.8 feet more or less to a point in the center line of said township road; thence through land of which this is a part North 8°, 10' East 121.7 feet more or less to a point; thence still through land of which this is a part North 80°, 30' West 370.7 feet more or less to a point on the said western boundary line of the larger premises of which this is a part; thence by the said western boundary of the larger premises South 9°, 00' East 124.5 feet to a point and place of beginning.

It is distinctly understood that the said Adam W. Tschopp and Martha R. Tschopp are not excepting and reserving the coal, oil, clay, gas and other minerals underlying the above described reserved premises. Said coal, oil, clay, gas and other minerals under the premises above described and reserved along with the coal, oil, clay, gas and other minerals under the premises herein being released, it is hereby released from the lien of this judgment.

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 effect 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, the said COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF PUBLIC WELFARE, has caused these presents to be executed and witnessed by its proper officials this 21st March day of ~~February~~, 1963.

Witness:

COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF PUBLIC WELFARE

Lois Reid

By

Edgar R. Casper

Deputy Attorney General
Edgar R. Casper
Deputy Attorney General

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

33 Feb Term 1961

✓ COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF PUBLIC WELFARE

-VS-

16
MARTHA R. TSCHOPP and ADAM
W. TSCHOPP

RELEASE OF LIEN

FILED

APR 18 1963

CARL E. WALKER
PROTHONOTARY

LAW OFFICES

DeLyall
GLEASON, CHERRY & CHERRY

7-10 DAMUS BUILDING

DU BOIS, PENNSYLVANIA

109 N. BRADY STREET