

DOCKET NO. 175

Number	Term	Year
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26	November	1961
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The County National Bank at Clearfield

Versus

Robert English,

Anthony Cantolina:

Praecipe for Writ of Execution - Money Judgments.

THE COUNTY NATIONAL BANK AT
CLEARFIELD

VS

ROBERT ENGLISH and ANTHONY
CANTOLINA

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

NO.

26 November
September
1 Nov.

Term, 19 61

1961.

PRAECIPE FOR WRIT OF EXECUTION

(176)

To the Prothonotary:

Issue writ of execution in the above matter,

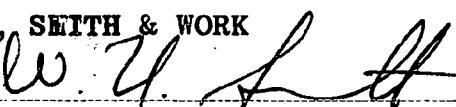
- (1). directed to the Sheriff of Clearfield County;
1958
- (2). against the following property Humes tandem trailer, Serial No. 22022 of defendant(s) and
- (3). ~~against the following property in the hands of (name)~~ ~~exempt~~;
- (4). and index this writ
(a) against Robert English and Anthony Cantolina defendant(s) and
(b) ~~against~~ ~~exempt~~,
~~and also pends against the property of the defendant(s) in name of ~~xxxxxx~~ follow(s)~~

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due	\$ <u>1108.18</u>
Interest from <u>July 2, 1961</u>	\$ <u> </u>
Costs (to be added)	\$ <u> </u>
Attys. Com. 15%	\$ <u>166.23</u>

SMITH, SMITH & WORK

BY: 

Attorney for Plaintiff(s)

No. 26 *November* Term, 19 *61*
No. 1 *Nov.* Term, 19 *61*
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

vs.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT

Interest from - - -

Prothonotary - - -

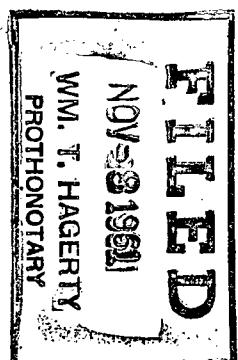
Use Attorney - -

Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - - -



RECEIVED WRIT THIS _____ day
of _____ A. D., 19 _____,
at _____ M.
Sheriff

W. T. H.
Attorney for Plaintiff(s)

THE COUNTY NATIONAL BANK AT
CLEARFIELD.....
vs.
ROBERT ENGLISH and ANTHONY
CANTOLINA
R. D. I., Moundsdale, Penna.
State of Pennsylvania,
County of Clearfield.....

In the Court of Common Pleas
of CLEARFIELD County,
of Nov. September Term, 19 61
No. 26

D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendants, bearing date the 2nd day of March A. D. 19 61, whereby the Defendants doth promise to pay to the said Plaintiff the sum of (\$1385.68) One Thousand three hundred eighty-five and 68/100 Dollars, for value received, with interest from March 2, 1961 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendants, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of (\$1385.68) One Thousand three hundred eighty-five and 68/100 Dollars with interest from March 2, 1961 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: together with all waivers

part of which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendants to the said Plaintiff, to wit: The sum of \$ 1108.18

Interest from July 2, 1961
Attys. Com. 15% 166.23
SMITH, SMITH & WORK
BY: *W. T. Hagerty* 12744
Attorney for Plaintiff

State of Pennsylvania,
County of Clearfield.....

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, Attorneys, appear for the Defendants in the stated action without writ, as of Sept. Term, 19 61, and therein confess judgment against them and in favor of The County National Bank at Clearfield, the Plaintiff, for sum of One Thousand One Hundred Eight and 18/100 (\$1108.18) Dollars, with interest from July 2, 1961 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon, together with all waivers.

SMITH, SMITH & WORK
BY: *W. T. Hagerty*
Attorney for Defendant

To William T. Hagerty, Esq.,
Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor
is.....Second and Market Streets, Clearfield Penna.
SMITH, SMITH & WORK
BY: *W. A. H.*
Attorneys for Plaintiff

Court of Common Pleas
of Clearfield County
26 September Term 1961
No.....

THE COUNTY NATIONAL
BANK AT CLEARFIELD

vs.

ROBERT ENGLISH and

ANTHONY CANTOLINA

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$ 1108.18
from 7-2-61
Interest, - - -

Atty's Com. - - - 166.23

Filed.....

Prothonotary

Signatures
S. L. Smith & W. A. H.
Atty's for Plaintiff

62
11/8/61
NOV-8 1961

FILED
Atty's for Plaintiff
PROTHONOTARY
WM. T. HAGERTY
4.50 Atty.

71 Agreement

The undersigned, subject to the acceptance by the County National Bank at Clearfield of the terms of this agreement, does hereby agree with said County National Bank at Clearfield as follows:

WHEREAS, on February 8, 1960, the undersigned purchased by a Pennsylvania Installment Sales Contract and/or Security Agreement with City Auto Sales, Inc., an automobile dealer a certain automobile therein described, and

WHEREAS, thereafter said dealer sold, assigned and transferred all of his right title and interest in said Installment Sales Contract (designated by County National Bank at Clearfield as contract Number 3-048) and the automobile therein described, to the County National Bank at Clearfield and said company is now the owner thereof, and

WHEREAS, the undersigned desires to renew, extend and/or rearrange the unpaid time balance of said contract.

NOW, THEREFORE, the undersigned agrees to the following:

Unpaid time balance of contract dated	<u>February 8, 1960</u>	\$ 1,358.02
Unpaid default charges		\$ ----
Total unpaid time balance and default charges		\$ 1,358.02

DEDUCT

Rebate for prepayment	\$ 69.02
Return Insurance premium	\$ ----
Total deduction	\$ 69.02
Total unpaid time balance and default charges less deductions	\$ 1,289.00
And other costs incidental to refinancing	\$ ----
Add insurance premium for refinance	\$ ----
Add refinance charge	\$ 96.68
Total New Balance	\$ 1,385.68

which said new balance undersigned agrees to pay to the County National Bank at Clearfield at its office at Clearfield, Pennsylvania, said new balance owing in 14 monthly installments of \$ 92.50 beginning on April 2, 1961 and continuing on the same date of each month thereafter until said balance is fully paid.

The undersigned further agrees that the terms and provisions of said Installment Sales Contract and/or Security Agreement contract herein-above referred to and designated by the County National Bank at Clearfield as contract number 3-048, except as modified by this agreement, remain in full force and effect.

In Witness Whereof the undersigned has set his hand this second day of March 1961.

3-067

NOTICE TO BUYER

472 DO NOT SIGN THIS AGREEMENT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Accepted March 2, 1961 Robert Englich (SEAL) Lessee
COUNTY NATIONAL BANK AT CLEARFIELD
By James O. Moore Anthony Pantolina (SEAL) Co-Lessee
Its Agent.

Received an exact copy of the above agreement at the time I or we signed it.

Accepted March 2, 1961

CITY AUTO SALES, INC.

By: Paul Clark President

Robert Englich Lessee
Anthony Pantolina Co-Lessee

KEEP THIS COPY AND RETAIN WITH YOUR CONTRACT OR AGREEMENT.

62
INSTALLMENT SALE CONTRACT (MOTOR VEHICLES)

THIS INSTALLMENT SALE CONTRACT made this 8th day of February 1960, between

Seller's Name and Address: CITY AUTO SALES, INC., 216-18 N. Third St., Clearfield, Pa., Seller, and
(Name) (Number and Street) (City) (State)Buyer's Name and Address: Robert English & Anthony Cantalina, R. D. #1, Buyer, WITNESSETH THAT:
(Please Print) (Name) (Number and Street) (City) (State)

Buyer (which means all Buyers, jointly and severally) has today purchased on the following terms and conditions from Seller (which means the Seller above named and any assignee of this Contract) the following motor vehicle (hereinafter called "Car"):

Make	Type of Body	Model	Manufacturer's Serial No.	Motor No.	If Truck Tons Capacity	Year Model	New	Used
Humes	Tandem Trailer Flat	22022				1958		X

Buyer agrees that Seller shall have, and there is hereby created in favor of Seller, a security interest in the Car until all installments and other sums due hereunder have been paid by Buyer. In addition, title to the Car shall remain in Seller until all installments have been paid in full.

The installments payable hereunder shall not be deemed to have been paid until actually paid to Seller in cash.

Buyer acknowledges receipt of the Car, having first examined and tested it and found it to be in first-class condition. Any equipment, repairs and accessories placed thereupon at any time shall become a component part of the Car and covered by this Contract.

Buyer agrees to keep the Car in good physical and operating condition, to maintain and operate it in strict conformity with all laws and ordinances and to keep it free from all taxes, liens, encumbrances and other security interests. No injury to or loss or destruction of the Car shall release Buyer from his obligations hereunder. If the Car is damaged, Buyer shall immediately notify Seller and shall authorize no repairs without the written approval of Seller. Buyer agrees immediately to notify Seller in writing of any seizure of, or levy upon, or loss of possession or destruction of, the Car. Buyer further agrees that he will not lease, assign or transfer, directly or indirectly, the Car nor remove the Car nor permit it to be removed from the state or county herein referred to as the residence of Buyer without the written consent of Seller.

The Car shall be at Buyer's risk. Seller, as creditor of Buyer, is authorized to purchase fire, theft, collision and such other insurance in such form and amounts as Seller may require; Buyer hereby assigns to Seller any moneys not in excess of the unpaid Time Balance hereunder which may become payable under such insurance, including returned or unearned premiums, and directs any insurance company to make payment direct to Seller, to be applied at the option of the Seller to said unpaid Time Balance (or as may be required by law) and appoints Seller as attorney in fact to endorse any draft.

If any installment is not paid on or before its due date, Buyer agrees to pay to Seller a default charge at the rate of 2% per month on the amount of the installment or installments in arrears, said default charge being payable as the same accrues; provided, however, that said default charge shall be computed on the basis of a full calendar month for any fractional month period in excess of ten days, and provided further that no default charge shall be payable on account of any installment which is in default because of any acceleration provision in this Contract.

THIS CONTRACT IS SUBJECT TO THE ADDITIONAL TERMS AND PROVISIONS ON THE REVERSE SIDE HEREOF, INCLUDING POWER TO CONFESS JUDGMENT AGAINST BUYER, ALL OF WHICH CONSTITUTE A PART HEREOF.

(1) Cash Price of Car including Taxes and Extra Equipment \$ 2,500.00

(2) Down Payment—Cash \$ 500.00

Trade-in: Make..... Year..... \$.....

Model.....

Buyer's Total Down Payment \$ 500.00

(3) Unpaid Cash Price Balance [Item (1) Minus Item (2)] \$ 2,000.00

(4) Insurance Premium Cost. Estimated Actual \$ 234.00

If the cost of insurance is estimated, the difference between the estimated cost and the actual cost, including finance charges, will be adjusted at the time of final payment on this Contract.

Kinds of Insurance: (Check Proper Coverage).

Fire and Broad Form Theft Towing and Labor Cost (not exceeding \$10.00, for any one disablement)

Comprehensive Ins. with Eldon Bloom

\$ 500.00 Deductible Collision

Combined Additional Coverage

Safe Travel Insurance

Public Liability

Expiration Date: 12 Months After Date of Contract

Amount or Extent of Insurance on Car: Actual Cash Value. Loss Payable to Buyer and Seller, as interest may appear.

(5) Other Costs as follows (itemize) \$

(6) Principal Amount Financed [Sums of Items (3), (4) and (5)] \$ 2,234.00

(7) Finance Charge \$ 5.00 268.08 \$ 273.08

(8) Time Balance [Sum of Items (6) and (7)] \$ 2,507.08

(9) Payment Schedule—The Time Balance shall be payable by Buyer at The County National Bank at Clearfield.

23 consecutive monthly installments of \$ 104.46

— each and one final installment of \$ 104.50

All payable the same date of each month.

The first installment becomes due March 8, 1960

The Car will be kept at (Number and Street) R. D. # 1 (Residence of Buyer)

(City and State) Morrisdale, Pa.

3.048

NOTICE TO BUYER:

DO NOT SIGN THIS CONTRACT IN BLANK.

YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

CITY AUTO SALES, INC.

By *Paul Lusk* Pres. (Name) (Title)(SEAL) *Anthony Cantalina* (SEAL)

Buyer

(SEAL)

(SEAL) *Robert English* (SEAL)

Buyer

(SEAL)

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF AN EXACT SIGNED COPY OF THIS CONTRACT AT THE TIME OF EXECUTION THEREOF.

Buyer

C.P.

Anthony Cantalina
Buyer
Robert English

2-8-62

ADDITIONAL TERMS AND PROVISIONS OF INSTALLMENT SALE CONTRACT

If Buyer shall fail to perform or shall violate any of the provisions hereof, or if the Car be levied upon or taken in possession by other than Seller or Buyer, or if Buyer becomes insolvent, or if a petition in bankruptcy or for the appointment of a receiver be filed by or against Buyer, or on death of Buyer, Seller shall have the following rights: (a) to declare immediately due and payable any and all sums due or to become due under the terms hereof and to enter judgment for such amount as hereinafter more fully provided, and/or (b) to take immediate possession of the Car wherever found, with or without process of law, and, for such purpose, Seller may peaceably enter any premises where the Car may be found and take possession of it and custody of anything found in it and retain all payments as compensation for the use of the Car while in Buyer's possession, subject to the obligations of Seller as set forth herein. In the event of repossession, Buyer shall send notice by registered mail to Seller within twenty-four hours after repossession, if Buyer claims that any articles not included herein were contained in the Car at the time of repossession, failure to do so being a waiver of and bar to any subsequent claim therefor.

If repossession of the Car is effected by legal process, Buyer shall be liable for such costs of suit and reasonable attorney's fees as provided by the laws governing such legal proceedings.

If repossession of the Car is effected otherwise than by legal process:

(a) Seller shall furnish Buyer with a written notice of repossession sent by registered mail, directed to the last known address of Buyer, said notice to be in the form required by law;

(b) Buyer shall be liable for all actual, necessary, reasonable and prudent incurred costs of Seller in retaking, storing and repairing said Car only when all the following conditions prevail: (i) when default exceeds fifteen days at the time of repossession, and (ii) when such costs represent actual, necessary and reasonable expenses incurred by Seller in retaking, storing and repairing said Car, excluding any costs incurred in retaking which are charges for services of persons who are regular full-time employees of Seller, and (iii) when such costs are supported by receipts or other satisfactory evidence of payment and the records of Seller show detailed information as to the nature of each item of expense, the amount thereof, the date of payment and to whom paid;

(c) if said repossession is effected in Pennsylvania, Seller shall retain the Car within the county in which it was retaken for a period of fifteen days after mailing notice of repossession. If said repossession is made outside of Pennsylvania, the Car, at the option of Seller, may be retained in the vicinity of said retaking for said fifteen-day period or may be brought back to the county in Pennsylvania in which the Car was located at the time it was first delivered to Buyer under this Contract and be retained in said county for said fifteen-day period. During said fifteen-day period, or at any time thereafter as permitted by law, Buyer may redeem the Car and terminate this Contract by payment or tender of payment to Seller of the amount of the unpaid Time Balance hereunder, plus the amount of any accrued default charges hereunder, plus any costs for which Buyer is liable under subparagraph (b) above, plus any other amount lawfully due under this Contract, less the rebate, if any, of the unearned portion of the Finance Charge hereunder to which Buyer is entitled.

If the Car constitutes "consumer goods" as defined in the Pennsylvania Uniform Commercial Code, and if Buyer has, prior to default, paid 60% or more of the Cash Price and Seller has taken possession of the Car (whether with or without legal process), Seller shall, after the expiration of any period he shall by law be required to hold the Car and, in any event, within ninety days from the date of repossession, sell the Car at public or private sale and apply the proceeds of said sale to defray the expenses of said sale and the expenses of retaking, storing and keeping the Car, to which Seller may be entitled, and the entire amount of the Time Balance hereunder, plus any accrued default charges. Any balance shall be applied to the satisfaction of any subordinate security interest in the Car if written notification thereof has been given Seller in accordance with law. After each application of the proceeds, Seller must account to Buyer for any surplus, but Buyer shall be liable for any deficiency.

If the Car does not constitute "consumer goods", or if it does and Buyer has, prior to default, not paid 60% or more of the Cash Price, Seller may, after repossession of the Car, propose to retain the Car in satisfaction of Buyer's obligation by giving Buyer written notice of such proposal. If Buyer objects to such proposal within thirty days, Seller must sell the Car at public or private sale and account for the surplus and may hold Buyer liable for any deficiency as provided above.

Buyer may have the reasonable value of the Car at the time of said sale and the reasonableness of the expenses of retaking and storing determined in any action or proceeding brought by Seller to recover the deficiency, and the said reasonable value as determined or the said sale price, whichever shall be higher, shall be credited to Buyer on account of Buyer's indebtedness hereunder.

Buyer shall be given reasonable notice of the time and place of any public or private sale of the Car unless Seller has, previous to such sale, retained the Car, as provided by law, in satisfaction of Buyer's indebtedness hereunder.

Buyer hereby empowers the prothonotary or any attorney of any court of record within the United States or elsewhere to appear for Buyer and, with or without one or more declarations filed, enter a judgment or judgments against Buyer in favor of the holder hereof as of any term for the unpaid total Time Balance with costs of suit and an attorney's commission of 15% 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. Buyer further authorizes and empowers any attorney of any court of record within the United States or elsewhere to appear for and to confess a judgment against Buyer in an amicable action of replevin to recover possession of the Car.

The waiver of any default shall not operate as a waiver of a subsequent default, but all rights hereunder shall continue notwithstanding any one or more waivers.

No express warranties of any kind in respect to the Car have been made by Seller unless endorsed hereon in writing. This Contract constitutes the sole and entire agreement between the parties hereto, no representations of any kind having been made except as set forth herein. Buyer acknowledges that he has notice of an arrangement by Seller to assign this Contract and agrees that, upon such assignment, it shall then he and become an agreement between the assignee and Buyer, and the assignee shall have and possess all the property, rights and remedies to which Seller is now entitled hereunder with the same effect as if this Contract had been originally entered into by and between the assignee and Buyer.

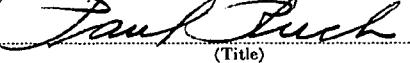
Under the Motor Vehicle Sales Finance Act (a) you may prepay in full or in part the unpaid Time Balance, and upon liquidation in full by prepayment, refinancing or termination by surrender or repossession and resale of the Car, you are or may be entitled to a rebate of the unearned portion of the Finance Charge, and (b) upon repossession, Seller may reinstate this Contract and return the Car to you upon your payment (or agreement on mutually satisfactory arrangements therefor) of all past due installments and certain other sums provided therein.

SELLER'S ASSIGNMENT

We hereby sell and assign the within Installment Sale Contract ("Contract"), the security interest created thereby and the Car described therein to The County National Bank at Clearfield (hereinafter called the "Bank"), with recourse but subject to the terms of the Automotive Lease Contract Purchase Agreement, if any, currently in effect between the undersigned and the Bank, with full power in the Bank in its or our name to take all such legal or other proceedings as we might have taken, save for this assignment. We warrant that: the Contract, including the extension of credit thereunder to Buyer, complies with all laws, regulations and orders, Federal, state or otherwise; the Contract is genuine and the cash down payment, if any, paid by Buyer as set forth in the Contract was, in fact, paid in cash and not its equivalent, unless otherwise specified therein, and no part thereof was loaned directly or indirectly by us to Buyer; Buyer, at the time of the execution and delivery of the Contract, was twenty-one years of age or older; at the time of the execution and delivery of the Contract, we had good title to the Car, free and clear of all security interests, liens and encumbrances; we have perfected purchase money security interest in the Car, which interest now is and will continue to be prior to the claims of all other persons to the Car; a certificate of title showing lien or encumbrance in favor of the Bank has been or will be forthwith applied for, as required by law; if Buyer should default under the terms of the Contract, we will take all necessary steps to preserve rights against Buyer and any other prior parties; we have been duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act and have complied with the provisions thereof; and to our knowledge and belief Buyer has never violated any laws concerning the transportation of liquor, tobacco or narcotics. If any of the foregoing warranties should be untrue, we agree to purchase the Contract from Bank forthwith upon demand and will pay therefor not less than the unpaid Time Balance due thereunder, plus any and all costs and expenses paid or incurred by Bank with respect thereto. Such remedies shall be cumulative and not exclusive and shall not affect any other right or remedy which Bank may have against us, whether hereunder or under said Automotive Lease Contract Purchase Agreement, or at law or in equity. Bank is hereby authorized to correct patent errors in the Contract and in all other papers executed, endorsed or signed in connection therewith. We waive all demands and notice of default and consent that, without notice to us, Bank may extend time to, or compound or release any rights against, Buyer or any other obligor. This assignment shall be binding upon us, our heirs, personal representatives, successors and assigns, and shall inure to the benefit of Bank, its successors and assigns.

Date..... February 8th, 1960

Witness..... 

CITY AUTO SALES, INC. Signature of Dealer
By..... 
(Title)

GUARANTY

In consideration of the execution of the within Installment Sale Contract, and intending to be legally bound hereby, we jointly and severally, unconditionally guarantee to any holder thereof the payment promptly when due of every installment thereunder and the payment on demand of the entire unpaid Time Balance if Buyer defaults in payment of any installment at its due date, or in any other manner, without first requiring holder to proceed against Buyer. We waive notice of acceptance hereof and defaults under said contract and consent that holder may, without affecting our liability, release any rights against, and grant extensions of time of payment to, Buyer and other obligors.

Witness our hands and seals the..... day of....., 19.....

Witness..... (SEAL)

(SEAL)

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.

..... Plaintiff

..... Witness

SIGN THIS BLANK FOR ASSIGNMENT

Now, April 10, 1962, for value received the hereby assign; transfer and set over to City Auto Sales, Inc.

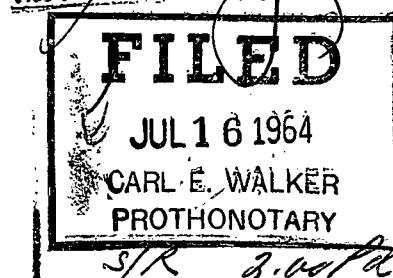
Address Assignee

Clearfield, Pa.

..... of above Judgment, Debt, Interest and Costs without recourse.

THE COUNTY NATIONAL BANK AT CLEARFIELD, PA.

J. B. Moore
.....
Witness



STATEMENT OF JUDGMENT

Docket No. 175

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

1/3 County National Bank at Clearfield

No. 26	TERM November 19 61
Penal Debt	\$
Real Debt	\$ 1108.18
Atty's Com.	\$ 166.23
Int. from	July 2, 1961
Entry & Tax	By Atty. \$ 4.50
Atty Docket	\$ 3.00
Satisfaction Fee	\$ 1.50 \$1.00
Assignment Fee	\$ 2.00 \$1.00
Instrument	D. S. B.
Date of Same	March 2 19 61
Date Due	In Installments 19
Expires	November 8 19 66

23 Robert English
13 Anthony Centoline

Entered of Record 8th day of
Certified from Record 8th day of

November 19 61 10:10 AM EST

November 19 61

John G. L. L.
John G. L. L.
Prothonotary

2966
175



November 27, 1961

~~Smith, Smith and Work~~

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
County National Bank at Clearfield, Pa.			No 26 November Term 1961	
vs			No 1 November Term 1961	
Robert English and Anthony Cantolina RD # 1, Morrisdale, Pa.				
RDR..	3.75		Exec Debt	1,108.18
Levy	3.75			
Service	3.75		Int Fr 7/2/61	27.70
c/s d/s	2.00			
Mileage	3.00		Attorney	14.50
Commission	<u>25.41</u>		Attys Commission	166.23
Total	41.66		Sheriffs Costs	<u>41.66</u>
			Total	1,358.27

Charles G. Ammerman

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.



November 27, 1961

Smith, Smith and Work

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
County National Bank at Clearfield, Pa.			No 26 November Term 1961	
vs			No 1 November Term 1961	
Robert English and Anthony Cantolina RD # 1, Morrisdale, Pa.				
RDR..	3.75		Exec Debt	1,108.18
Levy	3.75		Int Fr 7/2/61	27.70
Service	3.75		Attorney	14.50
c/s d/s	2.00		Attys Commission	166.23
Mileage	3.00		Sheriffs Costs	41.66
Commission	<u>25.41</u>			
Total	41.66		Total	1,358.27

Charles G. Ammerman

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.



November 27, 1961.

Smith, Smith and Work

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
County National Bank at Clearfield, Pa.		No 26	November Term 1961	
vs		No 1	November Term 1961	
Robert English and Anthony Cantolina RD # 1, Morrisdale, Pa.				
RDR..	3.75	Exec Debt		1,108.18
Levy	3.75	Int Fr 7/2/61		27.70
Service	3.75	Attorney		14.60
c/s d/s	2.00	Attys Commission		160.83
Mileage	3.00	Sheriffs Costs		41.66
Commission	<u>25.41</u>			
Total	41.66	Total		1,558.27

Charles S. Thompson SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.

SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

Call from James Omoore
Sacred Heart Hospital
in Center Co Philipsburg Pa
Nov 27 61
Omoore -
Hold until
hear from attorney

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

Sheriff

Writ of Execution - Money Judgments.

County National Bank at Clearfield

-vs-

Robert English and
Anthony Cantolina

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

NO. 1 November

Term, 1961

WRIT OF EXECUTION

Commonwealth of Pennsylvania }
County of Clearfield } SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Robert English and Anthony
Cantolina, defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest
therein;

~~(2) You are also directed to attach the following property of the defendant not levied upon in the
possession of _____, as garnishee;~~

1958 Humes tandem trailer, Serial No. 22022

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s)
and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the posses-
sion of anyone other than a named garnishee, you are directed to notify him that he has been added
as a garnishee and is enjoined as above stated.

Amount due		\$ 1108.18
Interest from July 2, 1961,	Attys. Comm.	\$ 166.23
Costs (to be added)	Attorneys	\$ 14.50

Prothonotary

By

Deputy

Date November 8, 1961

Proth'y. No. 64

SEAL

This WRIT is being returned in COMPLIANCE
with the RULE OF CIVIL PROCEDURE No. 3120

William Charney
William Charney, Sheriff

No. 26 November Term, 1961
No. 1 November Term, 1961
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

County National Bank at
Clearfield, Pa.

vs.

Robert English

Anthony Cantolino

RD #1, Morrisdale, Pa.

RECEIVED WRIT THIS 17 day
of November A. D., 1961,

at 10 A.M.

Charles F. Charney
Sheriff

WRIT OF EXECUTION	FILED
AUG 17 1972	CHAS HILL PROTHONOTARY

EXECUTION DEBT	\$1108.18
Interest from - - -	7/2/61
Prothonotary - - -	
Use Attorney - - -	14.50
Use Plaintiff - - -	
Attorney's Comm. - - -	166.23

Satisfaction - - -	
Sheriff - - -	

\$20.00 PD

Smith, Smith & Work
Attorney(s) for Plaintiff(s)

Smith, Smith & Work
Attorney for Plaintiff(s)