

DOCKET NO. 174

NUMBER	TERM	YEAR
<u>34</u>	<u>September</u>	<u>1961</u>

Clearfield Trust Company

VERSUS

Sami H. Doudani

Index No 34 de m...

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

No. 1 September Term, 1961

CLEARFIELD TRUST COMPANY

VS

SAMI H. SOUDANI

PRAECIPE FOR WRIT OF
EXECUTION
MORTGAGE FORECLOSURE

(C. 09/16)

FILED
SEP-7 1961
WM. T. HAGERTY
PROTHONOTARY

7-5-61

NEVLING & DAVIS
ATTORNEYS-AT-LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PA.

Lap-over Margin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD TRUST COMPANY

VS.

SAMI H. SOUDANI

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:
:
:

No. 1 September Term,
1961

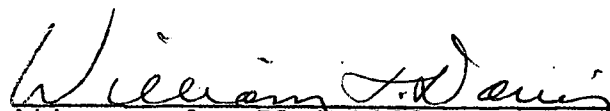
PRAECIPE FOR WRIT OF EXECUTION - MORTGAGE
FORECLOSURE

TO: WILLIAM T. HAGERTY, PROTHONOTARY:

SIR:

Issue writ of execution in the above matter:

Principal Balance	\$ 10,616.53
1959 Taxes - Advanced	174.03
1960 Taxes - Due	233.68
Attorney's Commission 5%	539.53
Costs to Prothonotary - Filing bond and writ of execution	11.50
Costs advanced to Sheriff	<u>100.00</u>
TOTAL	11,675.27



Attorney for Plaintiff,
Clearfield Trust Company

Receipt for Taxes - - - 1961

LAWRENCE TOWNSHIP

August 21, 1961

No. 2986

All taxes are due and payable to—AMELIA G. SHIPLEY, Tax Collector

105 East Market St., Clearfield, Pa. Telephone PO 5-9886

Office Hours:—Daily - 9:00 A.M. to 12 Noon and 1:30 P.M. to 5:00 P.M.

Closed Wednesday and Saturday at 12 Noon and all Legal Holidays.

No receipt mailed unless stamped addressed envelope is enclosed.

S

Please Present This Statement When Making Payment • Prompt payment is requested.

NAME

Sami H. Sandani

Mailing
Address

RD #1

Clearfield, Pa.

ASSESSED
VALUATION

Real

Estate \$

7200

Item of

Property

NVX 21

COUNTY—				Discount or Penalty
7 Mills Real Estate Tax	50	40		
INSTITUTION DISTRICT—				
1½ Mills Real Estate Tax	10	80		
ROAD—				
5½ Mills Real Estate Tax	38	60		
½ Mill Bond Tax	3	60		
Water	3	80		
SCHOOL—				
21 Mills Real Estate Tax	151	20		
Received Payment <u>Oct 27 1961</u>	Total Taxes		<u>259 50</u>	
<u>Amelia G Shipley</u> Collector	2% Discount			
	5% Penalty			
	AMOUNT DUE			

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

No. *34* September Term, 1961

CLEARFIELD TRUST COMPANY

§ 3 VS

SAMI H. SOUDANI

STATEMENT AND CONFESSION
OF JUDGMENT
CERTIFICATE OF RESIDENCE

MORTGAGE FORECLOSURE

3/12/21 436
FILED
10:27 AM
SEP 27 1961
WM. T. HAGERTY
PROTHONOTARY

NEVLING & DAVIS
ATTORNEYS-AT-LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PA.

Lap-over Margin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD TRUST COMPANY

VS.

SAMI H. SOUDANI

No. 34, SEPTEMBER TERM,
1961

STATEMENT AND CONFESSION OF JUDGMENT

The Plaintiff's claim on the above stated action is founded on a bond hereunto annexed under the hand and seal of the Defendant secured by a mortgage dated the First day of April, 1957, in and by which bond the Defendant stands bound unto the Plaintiff in the sum of \$24,000.00, conditioned for the payment of the just sum of \$12,000.000, together with interest thereon at the rate of 5% per annum payable at the rate of \$79.20 per month.

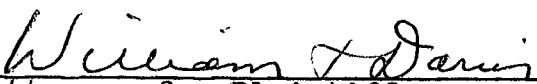
The said bond provided for the entire balance to be paid within twenty (20) years and also all premiums paid by the Mortgagee for maintaining insurance against loss or damage by fire upon the premises described in the Indenture of Mortgage bearing date of April 1, 1957, accompanying the said bond, which said mortgage is recorded in the office of the Recorder of Deeds in and for the County of Clearfield and State of Pennsylvania, in Mortgage Book No. 174, page 62, and which bond and mortgage provide for the production to the Plaintiff, its successors or assigns, on or before the first day of December of each and every year all receipts for all taxes for the current year upon the mortgaged premises.

It is averred that the aforesaid Defendant failed to pay the taxes as aforesaid and failed to submit to the Mortgagee on the First day of December of 1959, the tax receipts for the current year; and further it is averred that the Defendant failed to submit to the Mortgagee on the First day of December of 1960, the tax receipts for that current year. Whereupon the aforesaid Mortgagor is in default of the bond hereto attached and as the result of said default, the aforesaid Mortgagee was forced to redeem the said property prior to tax sale for the 1959 taxes, having advanced the sum of \$174.03.

The aforesaid bond contains a warrant of attorney authorizing any attorney of any Court of Record in the State of Pennsylvania, or elsewhere, to appear for the Defendant thereon and confess judgment against him for the said penal sum with costs of suit and a five (5%) per cent attorney's commission with a release of all errors, waiving the right of inquisition on real estate and all laws exempting real or personal property from levy and sale on execution.

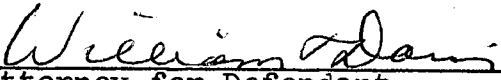
The Plaintiff avers that there is a default in regard to the payment of the obligation as aforesaid in that the said Defendant failed to pay the taxes on said property for the years 1959 and 1960, and that therefore the entire balance due and owing on said property, together with the amount of taxes advanced, together with attorney's commission thereon and taxes due for the year 1960, are justly due and owing the said Plaintiff of the said penal sum, the following, to wit:

Principal Balance	\$ 10,616.53
1959 Taxes - Advanced	174.03
1960 Taxes - Due	233.68
Attorney's Commission 5%	539.53
Costs to Prothonotary - Filing Bond and Writ of Execution	11.50
Costs advanced to Sheriff	<u>100.00</u>
 TOTAL	 11,675.27


 Attorney for Plaintiff,
 Clearfield Trust Company

CONFESSION OF JUDGMENT

By virtue of the Warrant of Attorney above mentioned and hereunto annexed, the Defendant having breached the terms of the attached Bond by having failed to pay the taxes on said property for the years 1959 and 1960, I hereby appear for Sami H. Soudani, the defendant in the above stated action, and confess judgment thereon against the said Sami H. Soudani and in favor of the Clearfield Trust Company, the Plaintiff, for the penal sum of \$24,000.00 to be released upon the payment of the just sum of \$10,616.53; advanced for 1959 taxes, \$174.03; 1960 taxes due \$233.68; attorney's commission \$539.53; costs to Prothonotary for filing bond and writ of execution \$11.50; costs advanced to Sheriff \$100.00, or a total of \$11,675.27; with interest at 5% after September 7, 1961, all in accordance with the tenure of the said Warrant of Attorney, and I do hereby release all errors and waive the right of inquisition on real estate and waive all laws exempting real or personal property from levy and sale on execution.



Attorney for Defendant

CERTIFICATE OF RESIDENCE

TO: WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

We hereby certify that the address of the Clearfield Trust Company, the Plaintiff herein, is 11 North Second Street, Clearfield, Pennsylvania, and that the address of Sami H. Soudani, Defendant herein, is Box 9901, Pittsburgh 33, Pennsylvania.

William T. Dacin
Attorney for Plaintiff

Know all Men by These Presents

THAT SAMI H. SOUDANI of Lawrence Township, Clearfield County, Pennsylvania, Obligor, is held and firmly bound unto the CLEARFIELD TRUST COMPANY, Oblige,

in the sum of

Twenty-four Thousand (\$24,000.00) Dollars lawful money of the United States of America, to be paid to the said CLEARFIELD TRUST COMPANY; its certain Attorney, Successors or Assigns; to which payment well and truly to be made, does bind his Heirs, Executors or Administrators firmly by these Presents. Sealed with his Seal. Dated the first day of April in the year of our Lord one thousand nine hundred and fifty-seven.

The Condition of this Obligation is such That if the above bounden obligor, his

Heirs, Executors, Administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the above named CLEARFIELD TRUST COMPANY, its certain Attorney, Successors or Assigns, the just sum of Twelve Thousand (\$12,000.00) Dollars

lawful money as aforesaid, together with interest thereon, at the rate of 5 per cent., per annum; payments to be made at the rate of \$79.20

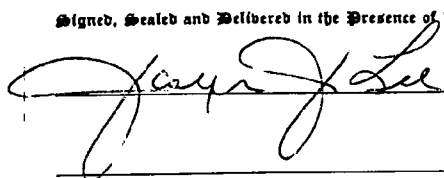
per month to be applied first to interest and the balance to principal, the entire unpaid balance to be paid twenty (20) years from the date hereof and also all premiums for maintaining an insurance against loss or damage by fire, to an amount of Twelve Thousand (\$12,000.00)

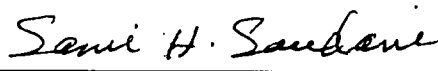
Dollars, upon the premises described in the accompanying Indenture of Mortgage, without any fraud or further delay; and shall produce to the said CLEARFIELD TRUST COMPANY; its Successors or Assigns, on or before the first day of December of each and every year, receipts for all taxes of the current year assessed upon this Obligation and upon the mortgaged premises; then the above Obligation to be void, or else to be and remain in full force and virtue: Provided, however, and it is hereby expressly agreed, that if at any time default shall be made in the payment of any installment of said principal sum or any installment of interest for the space of sixty days after the same shall fall due, or in the payment of any premium of insurance as aforesaid, or in such production to the CLEARFIELD TRUST COMPANY, its Successors or Assigns, on or before the first day of December of each and every year, of such receipts for taxes of the current year upon this Obligation and upon the premises mortgaged, then and in such case the whole principal debt aforesaid, shall at the option of the said CLEARFIELD TRUST COMPANY, its Successors or Assigns, become due and payable immediately, and payment of said principal sum and all interest thereon, and any taxes or premiums for insurance paid by the Mortgagee, may be enforced and recovered at once, anything herein contained to the contrary notwithstanding.

And provided further, however, and it is hereby expressly agreed, that if at any time hereafter by reason of any default in payment, either of said principal sum, or of said interest, or of said premiums of insurance, or in production of said receipts for taxes, within the time specified, a writ of Fieri Facias is properly issued upon the Judgment obtained upon this Obligation, or by virtue of the warrant of attorney hereto attached, or a writ of Scire Facias is properly issued upon the accompanying Indenture of Mortgage, an attorney's commission for collection, viz: five per cent., shall be payable, and shall be recovered in addition to all principal, interest, taxes and premiums of insurance then due, besides costs of suit.

And further, do by these presents empower any attorney of any court of record in the State of Pennsylvania or elsewhere, to appear for him and therein confess judgment against him for the said penal sum, with costs of suit and release of all errors, and do hereby waive the right of inquisition on real estate, and all laws exempting real or personal property from levy and sale on execution.

Signed, Sealed and Delivered in the Presence of Us,




(Sami H. Soudani)



Bond and Warrant

SAMI H. SOUDANI

To

Clearfield Trust Company

For \$ 12,000.00

KURTZ BROS., PRINTERS, CLEARFIELD, PA.



REAL ESTATE SALE

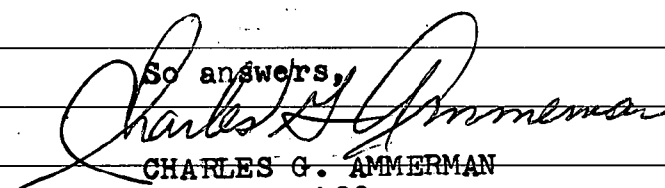
SCHEDULE OF DISTRIBUTION

NOW, October 9, 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 6th day of October 19 61, I exposed the within described real estate of Sami H. Soudani to public vendue or outcry at which time and place I sold the same to Clearfield County Commissioners he being the highest and best bidder, for the sum of \$ 12,710.00, and made the following appropriations, viz:

		Prothonotary	\$ 11.50
		Attorney	3.00
		Atty Com	539.53
		1959 Taxes Advanced	174.03
		1960 Taxes Co Trea	240.69
Deed Costs		1961 Taxes Tax Col Bill #2986	259.50
Sheriffs Deed	5.00	Pro List Liens	4.50
Pro Ack Deed	1.00	Recorder of Deed Mtr Sch Bill #70568	1.00
Recording Deed	5.50	Clearfield Progress SC Bill #17108	6.50
St T Tax	150.00	Clearfield Progress Adv Bill #15230	65.76
Rev St	16.50	Sheriffs Costs	99.74
Total	178.00	- Deed Costs	178.00
		Lawrence Township Municipal Lien	
		# 72 February Term, 1960	562.37
		To Interest and Debt	10,563.88
		Total	\$ 12,710.00

NOW, October 24, 1961 no exceptions having been filed, I return this writ as per appropriations.

So answers,


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

JOHN B. GATES
ATTORNEY AT LAW
COUNTY NATIONAL BANK BUILDING
CLEARFIELD, PA.

October 10, 1961

Charles G. Ammerman, Sheriff
Courthouse
Clearfield, Pennsylvania

Re: Clearfield Trust Company vs.
Sami H. Soudani - Execution

Dear Sir:

Receipt is acknowledged of a photocopy of the proposed distribution in the above mentioned execution. The said proposed schedule of distribution does not correctly reimburse Lawrence Township for its Municipal Lien filed at No. 72 February Term, 1960. You have neglected to include the attorney's commission and the interest to the date of sale as provided by Act of Assembly and you have incorrectly included interest in the said proposed schedule of distribution.

The following is a statement of the monies due Lawrence Township in the proposed schedule of distribution:

Sewer Construction	\$481.37
Attorney's Commission	24.07
Interest from January 16, 1960 at 6%	
Entry Fee	4.00

Respectfully yours,



John B. Gates,
Solicitor for Lawrence
Township Supervisors

JBG:gnr
cc

Rec
1961 OCT 5 104

JOHN B. GATES
ATTORNEY AT LAW
COUNTY NATIONAL BANK BUILDING
CLEARFIELD, PA.

October 5, 1961

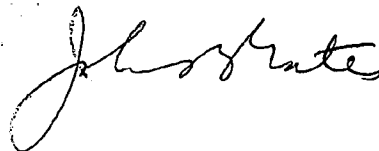
Charles G. Ammerman, Sheriff
Courthouse
Clearfield, Pennsylvania

Re: Execution of Sami Soudani Estate

Dear Sir:

Please be advised that the Municipal Lien or claim entered by Lawrence Township at No. 72 February Term, 1960 is entitled to a priority in the proceeds of a Sheriff's Sale in accordance with the Acts of Assembly 1923, 1945 and 1947 as amended. The said priority is only subject to the realty transfer tax and the cost of the sale. The balance of the proceeds of the Sheriff's Sale is thereafter distributed to owners of mortgages, judgments, etc., after satisfaction of the Municipal lien as above stated.

Very truly yours,



John B. Gates
Solicitor for Lawrence Township

JBG:gnr

Hani H. Soudani
P.O. Box 4123
Weequahic Station
Newark 12, N. J.

September 22, 1961

Mr. Charles G. Ammerman
Sheriff of Clearfield County
Clearfield, Penn.

REGISTERED

Sir:

I have learned that my brother's house (Sami H. Soudani) has been foreclosed by the bank and that same will be put up for Sheriff Sale on October 6, 1961.

Since I have two judgments on above mentioned house; one for \$3,000.00, entered on June 29, 1959, and another for \$2,000.00, entered on November 30, 1959, both of which representing debts my brother Sami owes me, therefore, I request that a share of the proceeds of the sale be given to me as a satisfaction of the above two judgments on said house.

Very truly yours,

Hani H. Soudani
Hani H. Soudani

TREASURER'S OFFICE
COUNTY OF CLEARFIELD

NO. RT 2312

CLEARFIELD, PA., Oct. 26 1961

RECEIVED OF

Charles H. Ammerman, Sheriff \$ 240.69
Two Hundred Forty and 69/100 DOLLARS

IN PAYMENT OF
TO APPLY ON

1960 RETURNED TAXES
ON N & L #31

THE NAME OF

Larry W. Soudani ASSESSED IN
IN Laurence Inc.

TAX

233.68

INT.

701

TOTAL

240.69

Lillian D. Eselman
COUNTY TREASURER

008 6K0240.69

17108

THE PROGRESS

CLEARFIELD, PA., September 11, 1961

CHARLES G. AMMERMAN, SHERIFF

c/o Sheriff's Office

Clearfield County Courthouse
Clearfield, Pennsylvania

To Accounts Rendered

Inches	@
Words	@

Miscellaneous

Sheriff Sale Cards

SOUDANI 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	LINES	WORDS
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14		548	
15			
16			
17			
18			
19			
20			
21		548	
22			
23			
24			
25			
26			
27			
28		548	
29			
30			
31			
TOTAL		1644	

THE PROGRESS

⊖ N^o 15230

CLEARFIELD, PA. September 11, 1961 ~~1951~~

CHARLES G. AMMERMAN, SHERIFF

c/o Sheriff's Office

Clearfield County Courthouse

Clearfield, Pennsylvania

To Accounts Rendered

Inches @

Lines @

1644 Words @ .04

Miscellaneous

\$ 65 76

SHERIFF'S SALE OF VALUABLE:
REAL ESTATE.

SAMI H. SOUDANI PROPERTY

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, October 6, 1961, at 10:00 o'clock A. M. (Daylight Saving Time).

THE FOLLOWING DESCRIBED PROPERTY TO WIT:

ALL that certain piece or parcel of land situate in Lawrence Township, Clearfield County, Pennsylvania, being more specifically designated as Lot No. 31 in the Building Lot Development known as Susquehanna Terrace, bounded and described as follows:

BEGINNING at an iron pipe in the south line of Indian Road, the said pipe being the northwest corner of Lot No. 32, and the northeast corner of the lot herein described; thence by the west line of Lot No. 32, South 10 degrees 21 minutes west 123.0 feet to an iron pipe in the north line of a 10 foot utility right-of-way; thence by the said north line of a 10 foot utility right-of-way North 79 degrees 13 minutes west 81.0 feet to an iron pipe; thence still by the same North 72 degrees 49 minutes west 22.1 feet to a pipe, corner of Lot No. 30; thence by the east line of Lot No. 30, North 16 degrees 40 minutes east 130.0 feet to an iron pipe in the south line of Indian Road; thence by the said south line of Indian Road South 74 degrees 02 minutes east 100.0 feet to an iron pipe, the place of beginning.

Having erected thereon a frame dwelling house.

Subject, nevertheless, to the restrictions and covenants running with the land as contained in a deed conveying the above described premises to Clearfield Foundation from A. L. Moore, Sr., et al, dated March 1, 1956, and recorded in Clearfield County in Deed Book 449, page 29.

BEING the same premises which were conveyed to Sami H. Soudani by deed of Clearfield Foundation, a non-profit corporation, dated the 23rd day of February, 1957, and recorded in Deed Book 457, page 421.

Seized, taken in execution and to be sold as the property of Sami H. Soudani, Lawrence Township, Clearfield County, Pa., at the suit of Clearfield Trust Company at Clearfield, Pa., on Judgment No. 34 September Term, 1961, Writ of Execution No. 1 September Term, 1961.

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. AMMERMAN
Sheriff

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

On this 28th day of September, A. D. 1961, before me, the subscriber, a Notary Public in and for said County and State, personally appeared William C. Plummer, who being duly sworn according to law, deposes and says that he is the Advertising Manager of the Clearfield Progress, and designated agent of the Publisher of the Clearfield Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in the regular issues of

September 14, 21 and 28, 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.

(Miss) Margaret M. Kermitt

Notary Public NOTARY PUBLIC
My Commission Expires Commission Expires March 20, 1963
Clearfield, Penna. Clearfield, Pa. Clearfield County

STATEMENT OF RETURNED TAX

CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD, PA., Sept. 20, 19 61

Charles G. Ammerman, Sheriff

Clearfield, Pa.

Taxes returned by } H & L # 31
Tax Collector against }

Assessed in the name of Sami H. Soudani,

Lawrence

XXXX
Boro.
Twp.

19 60, Amount Returned	\$ 233.68	
Interest to Oct. 31, 1961	\$ 7.01	
	\$	\$ 240.69
19, Amount Returned	\$	
Interest to	\$	
	\$	\$

Total Amount Due \$ 240.69

If paid after Oct. 31, Add \$ 1.17 more per month additional interest to this statement.

Return this statement with your remittance to Lillian D. Eshelman, County Treasurer
Clearfield, Pa.

(Duplicate Statement)

Statement of Taxes --- 1961

LAWRENCE TOWNSHIP

August 21, 1961

No. 2986

All taxes are due and payable to—**AMELIA G. SHIPLEY, Tax Collector**

105 East Market St., Clearfield, Pa. Telephone PO 5-9886

Office Hours:—Daily - 9:00 A.M. to 12 Noon and 1:30 P.M. to 5:00 P.M.

Closed Wednesday and Saturday at 12 Noon and all Legal Holidays.

No receipt mailed unless stamped addressed envelope is enclosed.

Please Present This Statement When Making Payment • Prompt payment is requested.

NAME

Sami H. Saudani

Mailing
Address

Rt 1

Clearfield, Pa.

ASSESSED
VALUATION

Real

Estate \$

7200

Item of

Property

NxL 31

COUNTY—				Discount or Penalty
7 Mills Real Estate Tax	50	40		
INSTITUTION DISTRICT—				
1½ Mills Real Estate Tax	10	80		
ROAD—				
5½ Mills Real Estate Tax	39	60		
½ Mill Bond Tax	3	60		
Water	3	90		
SCHOOL—				
21 Mills Real Estate Tax	151	20		
DISCOUNT — 2% Deducted if whole amount is paid before October 21st.	Total Taxes	259	50	
FACE AMOUNT — From October 21st. to De- cember 21st.	2% Discount			
5% PENALTY ADDED — Beginning December 22nd.	5% Penalty			
Act 169 of 1947. Sec. 20.—Husbands are liable for Wife's Occupation and Per Capita Taxes.	AMOUNT DUE			

471

Clearfield, Pa., August 21, 1961

STATEMENT OF ASSESSMENT—Sewer Rental
Lawrence Township

District No. 4

Name	<u>S. H. Soudani</u>	
Amount of Assessment for 1961		\$ 1.00
	<u>1959</u>	\$ 1.00
	<u>1960</u>	\$ 1.00

The above assessment is due and payable on or before Jan. 1, 1962.
Penalty of \$1.00 and interest @ 6% after Jan. 1, will be added.
Township - Ordinance No. 5.

3.00

Payment of rental will be received at office of Amelia C. Shipley, Tax Collector,
105 E. Market Street.

Township Supervisors

September 12, 1961

Mrs. Amelia G. Shipley
Tax Collector
Lawrence Township
105 E. Market St.
Clearfield, Pa.

Dear Madam:

Request that you notify this office immediately of the Taxes due your office from the estate of Sami H. Soudani, located in Lawrence Township.

Please indicate the date and amount that penalties become due.

Very truly yours,

CHARLES G. AMMERMAN
Sheriff

REGISTERED NO. **415**

Value \$ 27.21 Spec. del'y fee \$

Fee \$ 60 Rel. receipt fee \$ 10

Surcharge \$ Rest. del'y fee \$

Postage \$ 04 ☐ Airmail

Postmaster, *St*

From *Chas. S. Conantman*

Director of Reg. Co. (P.O. 12,

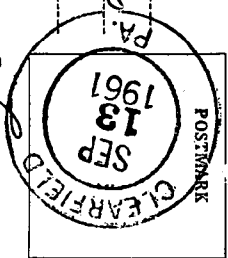
7011, 1001, 1001, 1001, 1001,

Box 9001, P.O. 33, P.

POD Form 3806

Sept. 1955

c48-16-70493-3



The sender is *not* required to pay a registration fee providing for full indemnity coverage, (up to the limit of \$1,000). However, if the actual value of the matter mailed exceeds \$25, the sender must pay a fee of at least 55 cents. Some matter having no intrinsic value, so far as the registry service is concerned, may involve considerable cost to duplicate if lost or destroyed. The sender is privileged to pay a fee for insurance against costs of duplication if desired.

Domestic registered mail is subject to surcharge when the declared value exceeds the maximum indemnity covered by the fee paid by \$1,000 or more. Claims must be filed within 1 year from date of mailing.

Consult postmaster as to fee chargeable on registered parcel post packages addressed to foreign countries.

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver **ONLY** to addressee

☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

James Boardman

DATE DELIVERED

ADDRESS WHERE DELIVERED (only if requested in item #1)

9/14/61

POST OFFICE DEPARTMENT OFFICIAL BUSINESS		PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300	
<p>INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.</p>		<p>POSTMARK OF DELIVERING OFFICE</p>	
		<p>RETURN TO</p>	
REGISTERED NO. 415-	NAME OF SENDER Sheriff		
CERTIFIED NO.	STREET AND NO. OR P. O. BOX		
INSURED NO.	CITY, ZONE AND STATE CLEARFIELD, PA.		

REGISTERED MAIL
RETURN RECEIPT REQUESTED

September 12, 1961

Mr. Sami H. Soudani
Box 9901
Pittsburgh 33, Pa.

Dear Sir:

By virtue of a Writ of Execution No. 1 September Term, 1961 (Judgment No. 34 September Term, 1961) at the suit of Clearfield Trust Company, Clearfield, Pa., I have levied on the Real Estate of Sami H. Soudani situated in Lawrence Township, Clearfield County, Pa., and date of Sheriff's Sale will be Friday October 6, 1961 at 10:00 o'clock A.M. DST in the Sheriffs Office in Clearfield, Pa., unless other arrangements are made to settle the debt of \$10,616.53 plus interest and costs.

Very truly yours,

CHARLES G. AMMERMAN
Sheriff

REGISTER AND RECORDER



Clearfield, Pa.,

Sept 28 1961

Attorney

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

Mortgage Search

Samir H. Lourdani

100

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

State of Pennsylvania, County of Clearfield, ss:

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 Sami H. Soudani
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 21st day of
September, A. D. 19 61.

Wm T. Hagerty Prothonotary

List of Liens

VERSUS

Sami H. Soudani

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:

Sami H. Soudani to Clearfield Trust Company - 174-62 - \$12,000.00

April 1, 1957 - Lawrence Tp.

In testimony Whereof, I have hereunto set my hand and official seal this 27 day of
September, A.D. 19 61 Time 11:55 A.M. E.S.T.

Dick Reed

RECORDER OF DEEDS

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 1964

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, October 6, 1961

At 10:00 o'clock A.M.
(Daylight Saving Time)

THE FOLLOWING DESCRIBED PROPERTY TO WIT:

(As described on the attached sheet)

Seized, taken in execution and to be sold as the property of Sami H. Soudani, Lawrence Township, Clearfield County, Pa., at the suit of Clearfield Trust Company at Clearfield, Pa., on Judgment No. 34 September Term, 1961, Writ of Execution No. 1 September Term, 1961.

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. AMMERMAN,
Sheriff

Directions to Newspaper

Clearfield Progress (Please publish once a week for three successive weeks, beginning September 14, 1961)

Clearfield Progress to prepare ten (10) Sales Cards.

SAMI H. SOUDANI, Box 9901,
Pittsburgh 33, Pennsylvania
(Formerly Lawrence Township,
Clearfield County, Pennsylvania)

ALL that certain piece or parcel of land situate
in Lawrence Township, Clearfield County, Pennsylvania,
being more specifically designated as Lot No. 31 in the
Building Lot Development known as Susquehanna Terrace,
bounded and described as follows:

BEGINNING at an iron pipe in the south line
of Indian Road, the said pipe being the northwest
corner of Lot No. 32, and the northeast corner of
the lot herein described; thence by the west line of
Lot No. 32, South 10 degrees 21 minutes west 123.0
feet to an iron pipe in the north line of a 10 foot
utility right-of-way; thence by the said north line
of a 10 foot utility right-of-way North 79 degrees
13 minutes west 81.0 feet to an iron pipe; thence
still by the same North 72 degrees 49 minutes west
22.1 feet to a pipe, corner of Lot No. 30; thence
by the east line of Lot No. 30, North 16 degrees
40 minutes east 130.0 feet to an iron pipe in
the south line of Indian Road; thence by the said
south line of Indian Road South 74 degrees 02 minutes
east 100.0 feet to an iron pipe, the place of beginning.

Having erected thereon a frame dwelling house.

Subject, nevertheless, to the restrictions and

covenants running with the land as contained in a deed conveying the above described premises to Clearfield Foundation from A. L. Moore, Sr., et al, dated March 1, 1956, and recorded in Clearfield County in Deed Book 449, page 29.

BEING the same premises which were conveyed to Sami H. Soudani by deed of Clearfield Foundation, a non-profit corporation, dated the 23rd day of February, 1957, and recorded in Deed Book 457, page 421.

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

as described

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

Sami H. Soudani

CHARLES G. AMMERMAN

Sheriff

Sheriff's Office, Clearfield, Pa. September 11, 19 61

Writ of Execution. Mortgage Foreclosure.

Clearfield Trust Company

vs.

Sami H. Soudani

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

NO. 1 September

Term, 19 61

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:

(DESCRIPTION IN SHERIFF'S HANDS)

(Specifically describe property)

Amount due	Principal Balance	\$ 10,616.53
Interest from September 7, 1961 @ 5%	1959 Taxes-advanced	\$ 174.03
1960-Taxes-Due \$233.68--Attys.Comm.5%	\$539.53	
Costs (to be added)	Costs adv. to Prothonotary \$11.50	\$
	Costs adv. to Sheriff \$100.00	
	Atty. \$3.00	

Prothonotary

Deputy



Date September 7, 1961

Proth'y. No. 61

No. 34 September Term, 19 61
No. 1 September Term, 19 61
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Clearfield Trust Company

Clearfield, Pa.
vs.

Sami H. Soudani
Box 9901, Pittsburgh 33, Pa.

WRIT OF EXECUTION

From No. 34 Sept. Term, 19 61

William T. Davis
Attorney(s) for Plaintiff(s)

RECEIVED WRIT THIS 7 day
of Sept A. D., 1961
at 1:50 P.M.
Charles H. Zimmerman
Sheriff

WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT	\$10,616.53
Interest from Sept. 7, 1961 @ 5%	
Costs to Prothonotary (filing fees)	11.50
Use Attorney - -	3.00
1959 Taxes-Advanced	174.03
1960 taxes - Due	233.68
Attorney's Comm. -	539.53
Satisfaction - - -	4.50
Costs advanced to Sheriff - - - -	100.00
100.00 Dep. fee	
RECORDER OF DEEDS	1.00

William T. Davis
Attorney for Plaintiff(s)