

DOCKET NO. 174

NUMBER TERM YEAR

36 September 1961

Citizens Building & Loan Association

VERSUS

Clark Wesley Smeal

Lois D. Smeal

# STATEMENT OF JUDGMENT

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Citizens Building & Loan Ass'n.

Philipsburg, Pa. 175

VERSUS

Clark Wesley Smeal 2 ✓ Sat

Lois D. Smeal 6 2 Sat

No. 36 TERM Sept. 19 61

Penal Debt \$

Real Debt \$ 2000.00

Atty's Com. \$ 100.00

Int. from February 21, 1956

Entry & Tax \$ 4.50

Atty's Docket \$ 3.00

Satisfaction Fee \$1.50

Assignment Fee \$2.00

Instrument Confession of Judgment on Bond

Date of Same February 21 19 56

Date Due In Installments 19

Expires September 7 19 66

Entered of Record 7th day of September 19 1961 2:15 P.M. E.S.T.

Certified from Record 29th day of January 19 1966

Archie Hill

Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on February 3, 1966, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

Citizens Building Loans Assn.  
State College, Tenn. S. & L. Assn.  
Donald H. Carter  
Plaintiff

[Signature]  
Witness

SIGN THIS BLANK FOR ASSIGNMENT

Now, \_\_\_\_\_, 19\_\_\_\_, for value received \_\_\_\_\_ hereby assign; transfer and set over to \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_  
Address Assignee

above Judgment, Debt, Interest and Costs without recourse.

Witness

**FILED**  
FEB 3 1966  
ARCHIE HILL  
PROTHONOTARY

at [Signature]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BUILDING & LOAN )  
ASSOCIATION OF PHILIPSBURG, )  
PENNSYLVANIA, )  
Plaintiff )

Vs. )

No. 36, Sept. Term, 1961

CLARK WESLEY SMEAL and LOIS )  
D. SMEAL, )  
Defendants )

APPEARANCE

TO THE PROTHONOTARY OF SAID COURT:

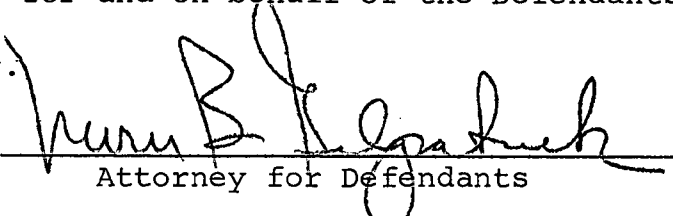
Enter our appearance for and on behalf of the Plaintiff  
in the above captioned matter.

  
Attorney for Plaintiff

Dated: Aug. 16 1961

APPEARANCE

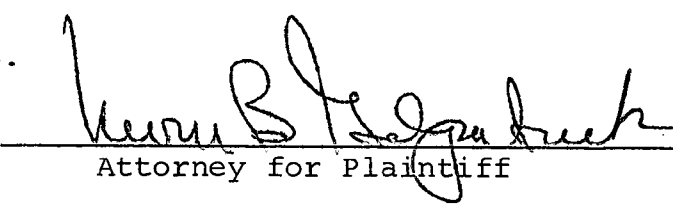
Enter our appearance for and on behalf of the Defendants  
in the above captioned matter.

  
Attorney for Defendants

Dated: Aug. 16 1961.

CONFESSION OF JUDGMENT

Enter judgment for and on behalf of the Plaintiff and  
against the Defendants above named upon the enclosed bond, pur-  
suant to the warrant of attorney contained therein, for the sum  
of Two thousand (\$2000.00) Dollars and attorney's commission of  
One hundred (\$100.00) Dollars.

  
Attorney for Plaintiff

Dated: Aug. 16 1961.

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

No. 36, 1961 Term, 1961

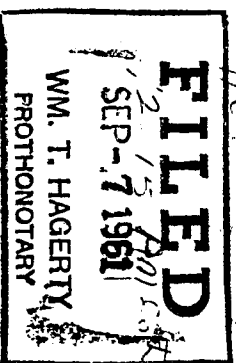
CITIZENS BUILDING & LOAN  
ASSOCIATION OF PHILPSBURG,  
PENNSYLVANIA,  
Plaintiff

7:00 - 2:00 VS.

CLARK WESLEY SMEAL and  
LOIS D. SMEAL,  
Defendants

CONFESSION OF JUDGMENT

5/21/61



W. T. Hager  
SHARP & GILPATRICK  
ATTORNEYS AT LAW  
20 NORTH SECOND ST.  
PHILPSBURG, PA.

DECLARATION

This action is upon a bond given by the Defendants to the Plaintiff. The said bond provides for the payment of Two thousand (\$2000.00) Dollars payable in monthly installments of Twenty-one dollars and sixty-cents (\$21.60) and said payments have been in default since April 4, 1960.

Herbert B. Helgachuk

CERTIFICATE OF RESIDENCE

I hereby certify the precise residence of the judgment creditor is Front Street, Philipsburg, Pennsylvania, and that of Defendants is Graham Township, Clearfield County, Pennsylvania.

Herbert B. Helgachuk  
Attorney for Plaintiff

# Know all Men by these Presents,

That CLARK WESLEY SMEAL and LOIS D. SMEAL, his wife, of Graham Township, Clearfield County, Pennsylvania, Obligors, are

held and firmly bound unto the Citizens' Building and Loan Association of Philipsburg, Centre County and State of Pennsylvania, in the sum of Four Thousand (\$4,000.00) Dollars, lawful money of the United States of America to be paid to said Association, their certain attorney, successors or assigns. To which payment well and truly to be made they do bind themselves, their heirs, executors and administrators firmly by these presents. Sealed with their seal. Date the 21st day of February in the year of our Lord one thousand nine hundred Fifty-six.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Clark Wesley Smeal and Lois D. Smeal, their heirs, executors and administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the above named Association, or to their certain Attorney, successors or assigns, the just sum of Two Thousand (\$2,000.00) Dollars such as above said, at any time during the existence or continuance of the said Association together with lawful interest for the same, and together with all fines and charges imposed by the Constitution and By-Laws of said Association, in like money, payable monthly on the First Monday of each and every month hereafter, and shall also well and truly pay, or cause to be paid unto the said Association, their successors or assigns, the sum of Twenty-one and 60/100 Dollars, on the said First Monday of each and every month hereafter, as and for the monthly contribution for premium, interest and dues on 10 Shares of the 62nd Series of the Capital Stock of the said Association now owned by the said Clark Wesley Smeal and Lois D. Smeal without any fraud or further delay: PROVIDED, HOWEVER, and it is hereby expressly agreed, that if at any time default shall be made in the payment of the said principal money when due, assessments or premiums for insurance on the property described in the Indenture of Mortgage herewith given or of the said interest or of the monthly premium, interest and dues, or of the said fines, and charges, or the monthly contribution on said Stock for the space of four months after any payment thereof shall fall due, or as soon as the value of each share is TWO HUNDRED DOLLARS, for the space of one month after said payment shall fall due, then, and in such case, the whole principal debt aforesaid shall, at the option of the said Association, their successors and assigns, immediately thereupon become due, and payable and recoverable, and payment of said principal sum, and all interest, monthly premiums, fines and charges thereon, as well as any contribution on said 10 Shares of the 62nd Series of Stock then due, together with an Attorney's commission of five per cent., on the said principal sum, besides costs of suit, may be enforced and recovered at once, anything herein contained to the contrary thereof in anywise notwithstanding.

AND FURTHER, they do hereby empower any Attorney of any Court of Record of the Commonwealth of Pennsylvania or elsewhere, to appear for them and with or without a declaration filed in their names, to confess a judgment or judgments in favor of the above mentioned Association, its successors and assigns, and against them for the said sum of Two Thousand (\$2,000.00) Dollars with costs of suit and Attorney's Commission, as aforesaid, with a full release of all errors and without stay of execution after any default as aforesaid. AND they also waive the right of inquisition upon all real estate which may be levied upon to collect the said sum, and they do hereby voluntarily condemn the same, and authorize the Prothonotary to enter upon a Fieri Facias, their said voluntary condemnation, and they further agree that said real estate may be sold upon a Fieri Facias. And the said obligors do hereby waive and release to the said Association, its successors and assigns, the benefit and advantage of all laws now in force, or that may be passed exempting property, either real or personal, or both, from levy and sale under any execution that may be issued for the collection of the said judgment.

Sealed and Delivered  
in the Presence of

Leona J. Hess

Clark Wesley Smeal  
Clark Wesley Smeal

Lois D. Smeal  
Lois D. Smeal



# Bond

CLARK WESTLEY SWEAL and

LOIS D. SWEAL

TO

The Citizens' Building and  
Loan Association  
of Philipsburg, Pa.

**SHARP & GRIEST**  
ATTORNEYS-AT-LAW  
PHILIPSBURG, PENNA.



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

No. 31 Term, 1961

CITIZENS BUILDING & LOAN  
ASSOCIATION OF PHILPSBURG,  
PENNSYLVANIA,  
Plaintiff

vs.

CLARK WESLEY SWEAL and  
LOIS SWEAL,  
Defendants

PRAECIPE

*11/21*  
**FILED**

SEP-7 1961

WM. T. HAGERTY  
PROTHONOTARY

*11/21*  
**SHARP & GILPATRICK**  
ATTORNEYS AT LAW  
20 NORTH SECOND ST.  
PHILPSBURG, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BUILDING & LOAN ASSOCIATION )  
OF PHILIPSBURG, PENNSYLVANIA, ( *Just No 36 Sept 1961*  
Plaintiff )  
(  
Vs. ) No. 3 *Sept* Term, 1961  
(  
CLARK WESLEY SMEAL and LOIS SMEAL, )  
Defendants (

PRAECIPE

TO THE PROTHONOTARY OF SAID COURT:

Issue Writ of Execution in the above matter against  
Clark Wesley Smeal and Lois Smeal, Defendants, and assess Plain-  
tiff's damages as follows:

|                                  |                         |
|----------------------------------|-------------------------|
| Principal balance due            | \$1601.08               |
| Interest, premiums & fines from  |                         |
| April 4, 1960 to August 16, 1961 | 329.83                  |
| Attorney's commission            | <u>100.00</u>           |
| Total                            | \$2030.91<br>plus costs |

*Newton B. Helgach*  
Attorney for Plaintiff

Dated: August 16, 1961.



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF PUBLIC WELFARE

November 6, 1961

Office of Public Assistance

Division of Claim Settlements

FOURTH FLOOR - 229 WALNUT STREET  
P. O. BOX 182  
HARRISBURG, PA.  
TEL. CEDAR 8-9451

Sheriff of Clearfield County  
Court House  
Clearfield, Pennsylvania

SMEAL, C. Wesley  
Cle. - 28042-CU

Dear Sir:

This is in reference to property which was sold by you at Sheriff's Sale on November 3, 1961 under the name of Clark W. and Lois D. Smeal which is located at R.D., Morrisdale, Graham Township, Pennsylvania.

The Commonwealth has a claim against the interest of Clark W. and Lois D. Smeal in this property which is protected by a judgment of record against Clark W. and Lois D. Smeal, recorded June 19, 1961 to No. 349, May Term 1961 in the amount of \$2000.00. The balance due on the judgment is \$101.50.

The distributive share due the Commonwealth under the judgment is payable to the Pennsylvania Department of Public Welfare and should be forwarded to this office at the above address.

Very truly yours,

William L. Middleton  
Claims Settlement Agent

WLM:ic

COSTS:

Atty \$ 14.50 ✓

Sheriffs Costs 49.65 ✓

Recorder of Deeds Mtr Sch 2.00 ✓

Pro List Liens 2.00 ✓

Clearfield Progress Adv 53.04 ✓

Clearfield Progress SC 6.50 ✓

Total \$ 127.69



SHARP & GILPATRICK

ATTORNEYS AT LAW

20 N. SECOND ST.

PHILIPSBURG, PA.

DICKENS 2-4330

October 31, 1961

C. G. Ammerman, Sheriff  
Court House  
Clearfield, Pa.

Re: Citizens Building & Loan Association  
vs. Clark Wesley Smeal, et. ux.  
No. 36 Sept. Term, 1961

Dear Mr. Ammerman:

Pursuant to our telephone conversation this date, you will find enclosed herewith our check in the amount of \$127.69 covering costs in the above entitled matter. I shall be in Clearfield the latter part of this week and will make the appropriate endorsement on the writ. However, in any event the sale will not be held on the 3rd, as scheduled.

Very truly yours,

SHARP & GILPATRICK

By

*Nevin B. Gilpatrick, Jr.*

Nevin B. Gilpatrick, Jr. *N.*

NBG:H  
encl.

# STATEMENT OF RETURNED TAX

CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD, PA., 10-18 19 61

Charles G. Ammerman, Sheriff

Taxes returned by  
Tax Collector against

Assessed in the name of Clark Wesley Ineal

Graham Boro.  
Twp.

|                        |          |          |
|------------------------|----------|----------|
| 6a                     |          |          |
| 19 60, Amount Returned | \$ 1.45  |          |
| Interest to 11-31-61   | \$ .05   |          |
|                        | \$       | \$ 1.50  |
| N 8a                   |          |          |
| 19 60, Amount Returned | \$ 38.54 |          |
| Interest to 11-31-61   | \$ 1.35  |          |
|                        | \$       | \$ 39.89 |

Total Amount Due \$ 41.39

If paid after 11-31-61 Add \$ 21¢ more per month additional interest to this statement.

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

Please Present This Statement When Making Payment

## STATEMENT OF 1961 TAXES

No. \_\_\_\_\_ Date \_\_\_\_\_  
Borough or Township of Graham  
Name Clark Wesley LNeal  
Address Morrisdale Pa R 10

Page No. 50 Assessed Valuation  
ITEM OF PROPERTY: 6 a. Real Estate - \$ 48  
116-P9-18 Occupation - \$ \_\_\_\_\_

| COUNTY:-                         | DOLLARS  | CENTS         |
|----------------------------------|----------|---------------|
| Real Estate Tax, 7 mills         |          | <u>34-01</u>  |
| INSTITUTION DISTRICT:-           |          |               |
| Real Estate Tax, 1½ mills        |          | <u>07 -</u>   |
| BOROUGH OR ROAD:-                |          |               |
| Real Estate Tax, <u>3</u> mills  |          | <u>14 -</u>   |
| Occupation Tax, _____ mills      |          |               |
| Per Capita Tax, _____            |          |               |
| SCHOOL:-                         |          |               |
| Real Estate Tax, <u>23</u> mills |          | <u>110-02</u> |
| Per Capita Tax, _____            |          |               |
| TOTAL TAXES . . .                | <u>1</u> | <u>65-03</u>  |
| <del>2% Discount</del> -         |          |               |
| after dec 1/6% Penalty -         |          | <u>03</u>     |
| <u>1961</u> Amount Due -         | <u>1</u> | <u>68</u>     |

DISCOUNT of 2% allowed if paid within 2 months from date of this notice.

PENALTY of 5% added beginning 4 months from date of this notice.

Taxes are due and payable. Prompt payment is requested.  
No receipt mailed unless stamped addressed envelope is enclosed.  
NOTE - All delinquent taxes on real estate will be returned on the first Monday of May, 1962, to the County Commissioners for sale by the County Treasurer, and will be subject to interest at 6% per annum from May 1, 1962, in addition to the above penalties. After the first Monday of May, 1962, payment of returned taxes shall be made ONLY to the COUNTY TREASURER, Clearfield, Pa.

I will be at \_\_\_\_\_

on \_\_\_\_\_  
to receive taxes.

Rachel L Evans  
Tax Collector  
Morrisdale Pa  
R 10 Address

### IMPORTANT NOTICE TO ALL PROPERTY OWNERS

THE ASSESSMENT ACT REQUIRES that, "whenever ANY improvements are made, other than painting or normal regular repairs to a building", such improvements shall be reported to the CLEARFIELD COUNTY CHIEF ASSESSORS OFFICE, in the Court House. BUILDING REPORT FORMS may be obtained from the same office.

Please Present This Statement When Making Payment

## STATEMENT OF 1961 TAXES

No. \_\_\_\_\_ Date \_\_\_\_\_  
Borough or Township of Lebanon  
Name Clark Wesley Lmeal  
Address Morrisdale Pa R20

Page No. 50

Assessed Valuation

ITEM OF PROPERTY:

Real Estate - \$ 1284

Occupation - \$ \_\_\_\_\_

248a  
116Pg-19

COUNTY:-

Real Estate Tax, 7 mills

DOLLARS CENTS

8 99-18

INSTITUTION DISTRICT:-

Real Estate Tax, 1½ mills

1 93-04

BOROUGH OR ROAD:-

Real Estate Tax, 3 mills

3 85-08

Occupation Tax, \_\_\_\_\_ mills

Per Capita Tax, \_\_\_\_\_

SCHOOL:-

Real Estate Tax, 23 mills

29 53-69

Per Capita Tax, \_\_\_\_\_

TOTAL TAXES . . .

44 30

~~2% Discount~~ -

5% Penalty -

89

Amount Due -

45 19

after 10/1/61

DISCOUNT of 2% allowed if paid within 2 months from date of this notice.

PENALTY of 5% added beginning 4 months from date of this notice.

Taxes are due and payable. Prompt payment is requested.

No receipt mailed unless stamped addressed envelope is enclosed.

NOTE - All delinquent taxes on real estate will be returned on the first Monday of May, 1962, to the County Commissioners for sale by the County Treasurer, and will be subject to interest at 6% per annum from May 1, 1962, in addition to the above penalties. After the first Monday of May, 1962, payment of returned taxes shall be made ONLY to the COUNTY TREASURER, Clearfield, Pa.

I will be at \_\_\_\_\_

on \_\_\_\_\_  
to receive taxes.

Rachel L Evans  
Tax Collector  
Morrisdale Pa  
R20.  
Address

### IMPORTANT NOTICE TO ALL PROPERTY OWNERS

THE ASSESSMENT ACT REQUIRES that, "whenever ANY improvements are made, other than painting or normal regular repairs to a building", such improvements shall be reported to the CLEARFIELD COUNTY CHIEF ASSESSORS OFFICE, in the Court House. BUILDING REPORT FORMS may be obtained from the same office.



Please Present This Statement When Making Payment

## STATEMENT OF 1960 TAXES

No. \_\_\_\_\_ Date \_\_\_\_\_  
~~Borough~~ or } of Franklin  
Township }  
Name Clark Wesley & Mrs Lorneal  
Address Morrisdale Pa R.D.

Page No. \_\_\_\_\_ Assessed Valuation  
ITEM OF PROPERTY: Labres Real Estate - \$ \_\_\_\_\_  
housewife Occupation - \$ \_\_\_\_\_

| COUNTY:—                            | DOLLARS   | CENTS     |
|-------------------------------------|-----------|-----------|
| Real Estate Tax, 7 mills            |           |           |
| INSTITUTION DISTRICT:—              |           |           |
| Real Estate Tax, 1½ mills           |           |           |
| BOROUGH OR ROAD:—                   |           |           |
| Real Estate Tax, _____ mills        |           |           |
| Occupation Tax, _____ mills         |           |           |
| Per Capita Tax, <u>Mr &amp; Mrs</u> | <u>6</u>  | <u>00</u> |
| SCHOOL:—                            |           |           |
| Real Estate Tax, _____ mills        |           |           |
| Per Capita Tax, <u>Mr &amp; Mrs</u> | <u>10</u> | <u>00</u> |
| TOTAL TAXES . . .                   | <u>16</u> | <u>00</u> |
| 2% Discount -                       |           |           |
| 5% Penalty -                        |           | <u>80</u> |
| Amount Due -                        | <u>16</u> | <u>80</u> |

DISCOUNT of 2% allowed if paid within 2 months from date of this notice.

PENALTY of 5% added beginning 4 months from date of this notice.

Taxes are due and payable. Prompt payment is requested.

No receipt mailed unless stamped addressed envelope is enclosed.

NOTE - All delinquent taxes on real estate will be returned on the first Monday of May, 1961, to the County Commissioners for sale by the County Treasurer, and will be subject to interest at 6 % per annum from May 1, 1961, in addition to the above penalties. After the first Monday of May, 1961, payment of returned taxes shall be made ONLY to the COUNTY TREASURER, Clearfield, Pa.

I will be at \_\_\_\_\_

on \_\_\_\_\_

to receive taxes.

Radul E Evans  
Tax Collector  
Morrisdale Pa  
R.D. Address

17870

# THE PROGRESS

CLEARFIELD, PA., October 12, 1961

CHARLES G. AMMERMAN, SHERIFF

Sheriff's Office

Clearfield County Courthouse

Clearfield, Pennsylvania

**To Accounts Rendered**

|        |   |
|--------|---|
| Inches | @ |
| Words  | @ |

**Miscellaneous**

Sheriff Sale Cards

WESLEY AND SMEAL  
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 | LINE | WORDS |
|-------|--------|------|-------|
| 1     |        |      |       |
| 2     |        |      |       |
| 3     |        |      |       |
| 4     |        |      |       |
| 5     |        |      |       |
| 6     |        |      |       |
| 7     |        |      |       |
| 8     |        |      |       |
| 9     |        |      |       |
| 10    |        |      |       |
| 11    |        |      |       |
| 12    |        | 442  |       |
| 13    |        |      |       |
| 14    |        |      |       |
| 15    |        |      |       |
| 16    |        |      |       |
| 17    |        |      |       |
| 18    |        |      |       |
| 19    |        | 442  |       |
| 20    |        |      |       |
| 21    |        |      |       |
| 22    |        |      |       |
| 23    |        |      |       |
| 24    |        |      |       |
| 25    |        |      |       |
| 26    |        | 442  |       |
| 27    |        |      |       |
| 28    |        |      |       |
| 29    |        |      |       |
| 30    |        |      |       |
| 31    |        |      |       |
| TOTAL |        |      |       |

# THE PROGRESS

○ N<sup>o</sup> 15093

CLEARFIELD, PA. October 12, 1961 ~~1951~~

CHARLES G. AMMERMAN, SHERIFF

Sheriff's Office

Clearfield County Courthouse

Clearfield, Pennsylvania

## To Accounts Rendered

Inches @

Lines @

1326 Words @ .04

\$ 53 04

Miscellaneous

SHERIFF'S SALE OF VALUABLE

REAL ESTATE

Property of Clark Wesley  
and Lois Smeal

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, November 3, 1961, At 10:00 o'clock A. M. Eastern Standard Time.

THE FOLLOWING DESCRIBED  
PROPERTY TO WIT:

ALL those two (2) certain tracts of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

1. BEGINNING at a post corner of tract line; thence  $38\frac{1}{2}$  rods to a post; thence in a Westerly direction along line of land of Vernon Smeal, a distance of  $33\frac{1}{2}$  rods to a post; thence by other lands in a Southerly direction, a distance of  $38\frac{1}{2}$  rods to a post; thence by lands now or late of Isaac Smeal in an Easterly direction, a distance of  $33\frac{1}{2}$  rods to a post and place of beginning. Containing 8 acres of land.

**EXCEPTING AND RESERVING** all mineral rights as excepted and reserved in former deeds forming chain of title, and **ALSO** subject to a certain Release arising out of improvement to State Highway Route No. 17116.

2. BOUNDED on the North by lands of John Rothrock; on the East by lands of George R. Hummel; on the South by lands of George R. Hummel; and on the West by lands of Willard Rothrock. Consisting of six (6) acres Seized, Taken in Execution and to be sold as the property of Clark Wesley and Lois Smeal, Graham Township, Clearfield County, Pa., at the suit of Citizens' Building and Loan Association of Philipsburg, Pa., on Judgment No. 36 September Term 1961, Writ of Execution No. 3 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

**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.  
10:12-19-26-b

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 26th day of October, 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

October 12, 19 and 26, 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. Kermit  
Notary Public  
My Commission Expires  
Clearfield, Penna.

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

TO DICK REED, DR.

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

Clearfield, Pa., Oct 30 191

Charles D. Ammerman  
Clearfield, Pa.

Attorney

Nº 70951

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

|                    |  |       |  |  |
|--------------------|--|-------|--|--|
| Mortgage Search    |  |       |  |  |
| Clark Wesley Smeal |  | 1 00  |  |  |
| Lois D. Smeal      |  | 1 00  |  |  |
|                    |  | 2. 00 |  |  |
|                    |  |       |  |  |
|                    |  |       |  |  |
|                    |  |       |  |  |
|                    |  |       |  |  |
|                    |  |       |  |  |
|                    |  |       |  |  |
|                    |  |       |  |  |

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, 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~~ ~~XXX~~ Mortgages against the following  
named persons: .....

Clark Wesley Smeal al to Citizens Bldg. & Loan Assn., Phbg. 168-502 \$2000.00  
March 1, 1956, Graham Tp.

Lois Smeal N O N E DO FIND

Lois D. Smeal al to Citizens Bldg. & Loan Assn., Phbg. 168-502 \$2000.00 March, 1,  
1956 Graham Tp.

In testimony Whereof, I have hereunto set my hand and official seal this 28th day of  
October, A.D. 1961 Time 10:20 A.M. E.S.T.

*Dick Reed*

RECORDER OF DEEDS  
MY COMMISSION EXPIRES  
FIRST MONDAY IN JANUARY 1964

[illegible]

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  
Clark Wesley Smeal and Lois Smeal  
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 27th day of  
October A. D. 19 61

Wm. T. Hagerty Prothonotary

## List of Liens

VERSUS

Clark Wesley Smeal

Lois Smeal

FEE



SHERIFF'S SALE  
OF VALUABLE REAL ESTATE

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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, November 3, 1961

At 10:00 o'clock A.M.

Daylight Saving Time

THE FOLLOWING DESCRIBED PROPERTY TO WIT:

(As described on the attached sheet)

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Seized, Taken in Execution and to be sold as the property of Clark Wesley and Lois Smeal, Graham Township, Clearfield County, Pa., at the suit of Citizens Building and Loan Association of Philipsburg, Pa., on Judgment No 36 September Term 1961, Writ of Execution No 3 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.

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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.

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Sheriff's Office, Clearfield, Pa.

CHARLES G. AMMERMAN,  
Sheriff

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Directions to Newspaper

Clearfield Progress

(Please publish once a week for three successive weeks, beginning October 12, 1961.

Clearfield Progress to prepare ten (10) sales cards.

Clark Smeal

ALL those two (2) certain tracts of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

1. BEGINNING at a post corner of tract line; thence  $38\frac{1}{2}$  rods to a post; thence in a Westerly direction along line of land of Vernon Smeal, a distance of  $33\frac{1}{2}$  rods to a post; thence by other lands in a Southerly direction, a distance of  $38\frac{1}{2}$  rods to a post; thence by lands now or late of Isaac Smeal in an Easterly direction, a distance of  $33\frac{1}{2}$  rods to a post and place of beginning. Containing 8 acres of land.

EXCEPTING AND RESERVING all mineral rights as excepted and reserved in former deeds forming chain of title, and ALSO subject to a certain Release arising out of improvement to State Highway Route No. 17116.

2. BOUNDED on the North by lands of John Rothrock; on the East by lands of George R. Hummel; on the South by lands of George R. Hummel; and on the West by lands of Willard Rothrock. Consisting of six (6) acres.

ALL those two (2) certain tracts of land situate in Graham Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

1. BEGINNING at a post corner of tract line; thence  $38\frac{1}{2}$  rods to a post; thence in a Westerly direction along line of land of Vernon Smeal, a distance of  $33\frac{1}{2}$  rods to a post; thence by other lands in a Southerly direction, a distance of  $38\frac{1}{2}$  rods to a post; thence by lands now or late of Isaac Smeal in an Easterly direction, a distance of  $33\frac{1}{2}$  rods to a post and place of beginning. Containing 8 acres of land.

EXCEPTING AND RESERVING all mineral rights as excepted and reserved in former deeds forming chain of title, and ALSO subject to a certain Release arising out of improvement to State Highway Route No. 17116.

2. BOUNDED on the North by lands of John Rothrock; on the East by lands of George R. Hummel; on the South by lands of George R. Hummel; and on the West by lands of Willard Rothrock. Consisting of six (6) acres.

# 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

Clark Wesley Smeal and Lois Smeal

CHARLES G. AMMERMAN

Sheriff

Sheriff's Office, Clearfield, Pa., October 10, 1961

Writ of Execution - Money Judgments.

Citizens Building & Loan Association  
Philipsburg, Pa.

vs.

Clark Wesley Smeal  
Lois Smeal

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

NO. 3 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 against Clark Wesley Smeal and

Lois Smeal

, 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,~~

(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 possession 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

\$ 1601.08

Interest ~~from~~, Premiums & fines from Apr. 4, 1960 to Aug. 16, 1961

\$ 329.83

Costs (to be added) Attorneys  
Attorneys Commission

\$ 14.50

\$ 100.00

*John T. Magerty*  
Prothonotary

By

Deputy

SEAL  
Date September 7, 1961

Proth'y. No. 64

No. 36 September Term, 19 61  
No. 3 September Term, 19 61  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

Citizens Building & Loan  
Association of Philipsburg, Pa.  
vs.

Clark Wesley Smeal  
Lohs Smeal  
Graham Twp., Clfd. Co., Pa.

RECEIVED WRIT THIS 7 day  
of Sept A. D., 1961,  
at 3:15 P. M.  
Charles H. Ammerman  
Sheriff

And how the 2<sup>nd</sup> day of November 1961, make the  
enclosed writ unexecuted.  
M.B. Gilpatrick  
Attorney for Plaintiff

NOW, November 6, 1961 by direction of N. B. Gilpatrick, Attorney for  
the Plaintiff, I return this writ unexecuted, Sheriff's costs paid.

So answers,  
Charles G. Ammerman  
Sheriff

WRIT OF EXECUTION

Sharp & Gilpatrick  
Attorney(s) for Plaintiff(s)

WRIT OF EXECUTION  
(Money Judgments)

|                               |           |
|-------------------------------|-----------|
| EXECUTION DEBT                | \$1601.08 |
| Prem. Fines & Apr. 4, 1960 to |           |
| Interest from Aug. 16, 1961   | 329.83    |
| Prothonotary fees             | 2.00      |
| Use Attorney - -              | 14.50     |
| Use Plaintiff - -             |           |
| Attorney's Comm. -            | 100.00    |
| Satisfaction                  |           |
| RECORDER OF DEEDS             | 2.00      |
| Sheriff - - - -               |           |
| \$100.00                      |           |

Sharp & Gilpatrick  
Attorney for Plaintiff(s)

NO. 21 September TERM, 19 61

In re: Treasurer's Sale of Seated & Unseated  
Lands advertised for August 7, 1961:

NO. DRAWER NO. 26 TERM, 19

NO. 381 gmc 1960 TERM, 19  
D. Eugene H. Clark  
Anthony V. French  
NO. 36 TERM, 1960

NO. \_\_\_\_\_ TERM, 19 \_\_\_\_\_

NO. \_\_\_\_\_ TERM, 19 \_\_\_\_\_

NO. \_\_\_\_\_ TERM, 19 \_\_\_\_\_

NO. \_\_\_\_\_ TERM, 19 \_\_\_\_\_