

DOCKET NO. 175

Number	Term	Year
49	November	1961

Security Building & Loan Association

Versus

Joseph W. Garito

Anra Nancy Garito

TREASURER'S OFFICE
COUNTY OF CLEARFIELD

No. RT 3008

CLEARFIELD, PA., 1-23-1962

RECEIVED OF

James B. Reese Sheriff \$74.72
Seventy four and 72/100 DOLLARS

IN PAYMENT OF
TO APPLY ON

1960 RETURNED TAXES
ON H+L

ASSESSED IN
THE NAME OF Joseph W & Anna Nancy Garito
IN Clfd 4th

TAX

71.50

INT.

3.22

TOTAL

74.72

COUNTY TREASURER

955 8MT0074.72-00

TO DICK REED, DR.

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

Clearfield, Pa.,

Jan. 24 19*62*

*James B. Reese
Sheriff
Clearfield, Pa.*

Attorney

Nº 72030

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

<i>Seed:</i>				
<i>Joseph H. Garito al by Sheriff</i>				
<i>to</i>				
<i>Security B & L. Assoc</i>		<i>5</i>	<i>50</i>	
<i>State T & F</i>		<i>43</i>	<i>10</i>	
<i>Red Rev</i>		<i>1</i>	<i>10</i>	
		<i>49</i>	<i>70</i>	
<i>49 Nov 1961</i>				
<i>MW.</i>				

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

4th Ward

Receipt for Taxes---1961

CLEARFIELD BOROUGH

August 14, 1961

No.

All taxes are due and payable to—LAURA B. FRANK, Tax Collector

23 South Second St., Clearfield, Pa. Prave Bldg., 2nd Floor, Room 1 Telephone: POplar 5-4902.

Office Hours:—Daily - 9:00 A. M. to 12 Noon and 1:30 P. M. to 4:00 P. M.

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

Name

Mailing
Address

CLEARFIELD, PA.

ASSESSED
VALUATION{ Real
Estate \$Item of
Property

COUNTY—

7 Mills Real Estate Tax

INSTITUTION DISTRICT—

1½ Mills Real Estate Tax

BOROUGH—

10 Mills Real Estate Tax

SCHOOL—

22 Mills Real Estate Tax

Discount
or Penalty

60

13

86

190

Total Taxes

69 83

2% Discount

~~1 39~~

5% Penalty

3 49

AMOUNT DUE
(with discount)

73 32

Received Payment

Jan 23 1962

Collector

Laura B. Frank

REAL ESTATE SALE

SCHEDULE OF DISTRIBUTION

NOW, January 8, 1962 , 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 5th day of January 1962, I exposed the within described real estate of Joseph W. Garito and Anna Nancy Garito to public vendue or outcry at which time and place I sold the same to Security Building & Loan Association. he being the highest and best bidder, for the sum of \$ 308.89 (Cost) , and made the following appropriations, viz:

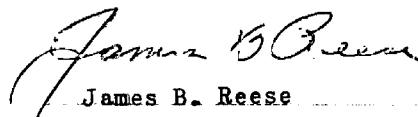
<u>Deed Cost</u>			
<u>Sheriff Deed</u>	<u>\$ 5.00</u>	<u>Attorney</u>	<u>\$14.50</u>
<u>Pro ack Deed</u>	<u>1.00</u>	<u>Rec of Deed Mtr Sch</u>	<u>2.00</u>
<u>Recording Deed</u>	<u>5.50</u>	<u>Clearfield Progress SC</u>	<u>6.50</u>
<u>ST T Tax</u>	<u>43.10</u>	<u>Clearfield Progress Adv</u>	<u>54.24</u>
<u>Rev St.</u>	<u>1.10</u>	<u>Pro list lein</u>	<u>2.00</u>
<u>Total</u>	<u>\$ 55.70</u>	<u>1960 Taxes Co. Treas</u>	<u>74.72</u>
		<u>1961 Taxes Tax Coll.</u>	<u>73.32</u>
		<u>Sheriff Cost</u>	<u>25.91</u>
		<u>Deed Cost</u>	<u>55.70</u>
		<u>Total</u>	<u>\$ 308. 89</u>

Now, January 23, 1962 No exceptions having been filed I return this writ as per appropriations.

So Answers

James B. REESE

Distribution will be made in accordance with the above schedule unless exceptions are filed with this office within ten (10) days from this date.



James B. Reese

Sheriff

23894

Date	Inches	Words
1		
2		
3		
4		
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27		
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29		
30		
31		

THE PROGRESS

206 E. LOCUST ST.
CLEARFIELD, PA.

December 14, 1961

CHARLES G. AMMERMAN, SHERIFF

C/o Sheriff's Office

Clearfield County Courthouse

Clearfield, Pennsylvania

To Accounts Rendered

Inches @
Words @

Miscellaneous

GARITO PROPERTY

Sheriff Sale Cards

\$ 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		452	
15			
16			
17			
18			
19			
20			
21		452	
22			
23			
24			
25			
26			
27			
28		452	
29			
30			
31			
TOTAL			

THE PROGRESS

No 16949

CLEARFIELD, PA. December 14, 1961 ~~1955~~

CHARLES G. AMMERMAN, SHERIFF

c/o Sheriff's Office

Clearfield County Courthouse

Clearfield, Pennsylvania

To Accounts Rendered

Inches @

Lines @

1356 Words @ .04

Miscellaneous

\$ 54 24

GARITO PROPERTY

Sheriff Sale Cards

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, JANUARY 5, 1962
At 10:00 O'clock A. M.
THE FOLLOWING DESCRIBED PROP-
ERTY TO WIT:
ALL that certain piece or parcel of
land situate in the Borough of Clearfield,
County of Clearfield and State of Penn-
sylvania, bounded and described as fol-
lows:

BEGINNING at a point on Barrett Street
(now known as Eleventh Street) and be-
ing the Southeast corner of lot now or
late of David B. Lucas and the North-
east corner of this lot; thence in a South-
east direction along the line of said
Barrett Street (now known as Eleventh
Street) forty (40) feet to lot now or late
of George W. Dewalt; thence in a West-
erly direction on a line parallel with line
of Dorey Street fifty (50) feet to line of
Lot No. 9; thence in a Northerly direction
along line of Lot No. 9, forty (40) feet
to line of lot now or late of David B.
Lucas; thence in an Easterly direction
along line of said Lucas lot, fifty (50) feet
to the place of beginning.

BEING the same premises which An-
thony B. Centra and Mary A. Centra, his
wife, conveyed to Joseph W. Garito and
Anna Nancy Garito, husband and wife,
Mortgagors herein, by Deed dated the
7th day of August, 1951 and recorded in
Deed Book 414, Page 528.

Seized, taken in execution and to be
sold as the property of Joseph W. Garito
and Anna Nancy Garito, Clearfield Bor-
ough, Clearfield County, Pa., at the suit
of Security Building & Loan Association
Clearfield, Pa., on Judgment No. 49 No-
vember Term, 1961, Writ of Execution No.
2, November Term, 1961.

TERMS OF SALE

The price or sum at which the prop-
erty shall be struck off must be paid at
the time of the sale or such other ar-
rangements 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 ac-
tually 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.
12:14-21-28-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

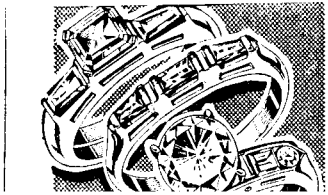
On this 28th day of December, A. D. 1961,
before me, the subscriber, a Notary Public in and for said County and
State, personally appeared William C. Plummer, who being duly sworn
according to law, deposes and says that he is the Advertising Manager
of the Clearfield Progress, and designated agent of 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

December 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. hemmel
Notary Public
My Commission Expires
Clearfield, Penna. Clearfield, Pa. Clearfield County



STATEMENT OF RETURNED TAX

CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD, PA.,

12-29 1961

Charles H. Ammerman
Sheriff

Taxes returned by
Tax Collector against

H & L

Assessed in the name of

Joseph W. & Anna Nancy
Garite
Ctld. 4th

Boro.
Twp.

19 60, Amount Returned	\$ 71.50	
Interest to 12-31-61	\$ 2.86	
	\$	\$ 74.36
19 , Amount Returned	\$	
Interest to	\$	
	\$	\$

Total Amount Due \$ 74.36

If paid after 12-31-61 Add \$.36 more per month additional interest to this statement.

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

MRS. LAURA B. FRANK
Tax Collector of Clearfield Borough
CLEARFIELD, PA.

December 19, 1961

Charles J. Anderman, Sheriff,
Court House,
Clearfield, Pa.

Dear Sir:

The total amount due Clearfield Borough for
the Year 1961 on taxes assessed in the name of Joseph
D., and Anna Nancy Garito, 404 11th Street is
\$75.32.

The 5% Penalty became due December 14, 1961.

Very truly yours

Laura B. Frank

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~~ Mortgages against the following
named persons:

Joseph W. Garito al to Security Bldg & Loan Assn. - 190-433 -
\$3800.00 - May 20, 1960 - Clearfield

Anna Nancy Garito al to Security Bldg & Loan Assn. - 190-433 -
\$3800.00 - May 20, 1960 - Clearfield

In testimony Whereof, I have hereunto set my hand and official seal this 21 day of
December , A.D. 19 61 . Time 11:15 A. M.

Dick Reed
RECORDER OF DEEDS

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 1964

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 JOSEPH W. GARITO AND ANNA NANCY GARITO
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 19th day of
December A. D. 19 61.

Prothonotary

List of Liens

VERSUS

JOSE H W. GARITO

ANNA NANCY GARITO

Fee

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, January 5, 1962

At 10:00 o'clock A.M.

THE FOLLOWING DESCRIBED PROPERTY TO WIT:

(As described on the attached sheet)

Seized, taken in execution and to be sold as the property of Joseph W. Garito and Anna Nancy Garito, Clearfield Borough, Clearfield County, Pa., at the suit of Security Building & Loan Association Clearfield, Pa. on Judgment No. 49 November Term, 1961, Writ of Execution No. 2 November 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 Newspapers

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

Clearfield Progress to prepare ten (10) Sales Cards.

ALL that certain piece or parcel of land situate in the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on Barrett Street (now known as Eleventh Street) and being the Southeast corner of lot now or late of David B. Lucas and the Northeast corner of this lot; thence in a Southerly direction along the line of said Barrett Street (now known as Eleventh Street) forty (40) feet to lot now or late of George W. Dewalt; thence in a Westerly direction on a line parallel with line of Dorey Street, fifty (50) feet to line of Lot #9; thence in a Northerly direction along line of Lot #9, forty (40) feet to line of lot now or late of David B. Lucas; thence in an Easterly direction along line of said Lucas lot, fifty (50) feet to the place of beginning.

BEING the same premises which Anthony B. Centra and Mary A. Centra, his wife, conveyed to Joseph W. Garito and Anna Nancy Garito, husband and wife, Mortgagors herein, by Deed dated the 7th day of August, 1951 and recorded in Deed Book 414, Page 528.

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

In Boro Clearfield

*Copper sheet
Attack.*

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

Joseph & Ann Nancy Sparto

Wm H. Hemenway

Sheriff

Sheriff's Office, Clearfield, Pa.,

Dec - 7 1961

Writ of Execution. Mortgage Foreclosure.

Security Building & Loan Assoc.

-vs-

Joseph W. Garito and
Anna Nancy Garito

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

NO. 2 November

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:

(Specifically describe property)

Amount due	\$ 3686.75
Interest from 11.3.61 Attys. Comm.	\$ 368.68
Costs (to be added) Attys. \$14.50 Fire Ins. Premium \$15.00	\$

John T. Langerty
Prothonotary

Deputy



Date November 9, 1961

Proth'y. No. 61

No. 49 November Term, 19 61
No. 2 November Term, 19 61

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

Security Building & Loan Assoc.

Clearfield, Pa.

vs.

Joseph W. Garito

Anne Nancy Garito

404 Eleventh St., Clearfield, Pa.

WRIT OF EXECUTION

From No. 49 November Term, 19 61

Bell, Silberblatt & Swoope
Attorney(s) for Plaintiff(s)

RECEIVED WRIT THIS 11th day
of November A. D., 19 61,
at 11 30 P. M.

Charles E. Hagerman
Sheriff

WRIT OF EXECUTION
(Mortgage Foreclosure)

Penal Sum	\$7600.00	
EXECUTION DEBT	3686.75	
Interest from - - -	11.3.61	
Prothonotary - - -		
Use Attorney - -	14.50	
Use Plaintiff - -		
Attorney's Comm. -	368.68	
Fire Ins. Prem. -	15.00	
Satisfaction - - -		
<i>for that sum</i>	<i>2,000</i>	
Sheriff - - - -		
IN ORDER OF DEEDS	<i>2.00</i>	

Bell, Silberblatt & Swoope
Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SECURITY BUILDING & LOAN
ASSOCIATION of Clearfield,
Pennsylvania

-vs-

JOSEPH W. GARITO and
ANNA NANCY GARITO

:
:
:
:
:
:
:
:

No. 49 Nov Term, 1961

DECLARATION

The Plaintiff's claim in the above stated action is founded on a Bond hereunto annexed under the hands and seals of the Defendants, dated the 10th day of May, 1960, secured by a Mortgage, dated the 10th day of May, 1960, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County in Mortgage Book 190, page 433, in and by which Bond the Defendants stand bound unto the Plaintiff in the sum of Seven Thousand Six Hundred Dollars (\$7,600.00) conditioned for the payment of the just sum of Three Thousand Eight Hundred Dollars (\$3,800.00), together with interest thereon and all fines and charges as imposed by the Constitution and By-Laws of the Plaintiff, said Bond and Mortgage being payable at the rate of Forty-One and 04/100 Dollars (\$41.04) per month as monthly contribution for premium, interest and dues on nineteen (19) shares of the 73rd Series of the Capital Stock of the Plaintiff.

The aforesaid Bond and Mortgage are now in default for failure to pay the required monthly payment thereof.

The aforesaid Bond contains a Warrant of Attorney, authorizing any Attorney of any Court of Record of the Commonwealth of Pennsylvania or elsewhere to appear for the Defendants therein and confess Judgment against them for the said penal sum with costs of suit, a ten percent (10%) attorney's commission, and a release of all errors in the entry of said Judgment, and waives the right of inquisition on real estate and all laws exempting real or

personal property from levy and sale of execution.

The Plaintiff avers that there is justly due and owing to it out of the said penal sum the following, to wit:-

Principal balance due.	\$ 3,686.75
Attorney's commission.	368.68
Fire insurance premium advanced. . .	<u>15.00</u>

Total. \$ 4,070.43

With interest after November 3, 1961.

BELL, SILBERBLATT & SWOOPE
By

Richard A. Bell
Attorneys for Plaintiff

CONFESSION OF JUDGMENT

By virtue of the Warrant of Attorney hereinabove mentioned and hereunto annexed, I hereby appear for Joseph W. Garito and Anna Nancy Garito, Defendants in the above stated action, and confess Judgment against the said Joseph W. Garito and Anna Nancy Garito and in favor of the Security Building and Loan Association of Clearfield, Pennsylvania, Plaintiff, for the penal sum of Seven Thousand Six Hundred Dollars (\$7,600.00) to be released upon the payment of the principal of Three Thousand Six Hundred Eighty-Six and 75/100 Dollars (\$3,686.75), attorney's commission of Three Hundred Sixty-Eight and 68/100 Dollars (\$368.68), and fire insurance premium advanced of Fifteen Dollars (\$15.00), for a total of Four Thousand Seventy and 43/100 Dollars (\$4,070.43); and in accordance with the tenure of said Warrant of Attorney, I hereby do release all errors in the entry of said Judgment, waive the right of inquisition on real estate and all laws exempting real or personal property from levy and sale of execution.

BELL, SILBERBLATT & SWOOPE
By


Attorneys for Defendants

CERTIFICATE OF RESIDENCE

To William T. Hagerty, Prothonotary

Sir:

I hereby certify that the address of the Security Building and Loan Association of Clearfield, Pennsylvania, is Clearfield, Clearfield County, Pennsylvania; and the address of Joseph W. Garito and Anna Nancy Garito is 404 Eleventh Street, Clearfield Borough, Clearfield County, Pennsylvania.

BELL, SILBERBLATT & SWOOPE
By


Attorneys for Plaintiff

AFFIDAVIT AS TO MILITARY SERVICE

_____, being duly sworn according to law, deposes and says that he is acquainted with the Defendants, Joseph W. Garito and Anna Nancy Garito, and to the best of his knowledge and belief neither of the said Defendants is now in the Military Service or Naval Service of the United States or its allies, or otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of 1940 and its amendments.

Richard A. Bell

Sworn and subscribed to
before me this 9th day
of November, 1961.

Mr. J. H. Largent

Know all Men by these Presents,

That We, JOSEPH W. GARITO and ANNA NANCY GARITO, his wife, of
Clearfield Borough, Clearfield County, Pennsylvania, are

held and firmly bound unto the SECURITY BUILDING AND LOAN ASSOCIATION OF CLEARFIELD, PENNSYLVANIA, Clearfield County and State of Pennsylvania, in the sum of **Seven Thousand Six Hundred (\$7,600.00)** - - - - - 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 **we do bind ourselves, our**

heirs, executors and administrators firmly by these presents. Sealed with **our** seal. Dated the **15th** day of **May** in the year of our Lord one thousand nine hundred **and sixty**.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden **Joseph W. Garito and Anna Nancy Garito, his wife, 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 **Three Thousand Eight Hundred (\$3,800.00)** - - - - - 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 last Thursday 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 **Forty-One and 04/100 (\$41.04)** - - - - - Dollars, on the said Last Thursday of each and every month hereafter, as and for the monthly contribution for premium interest and dues on **19**

Shares of the 73rd Series of the Capital Stock of the said Association now owned by the said **Joseph W. Garito and Anna Nancy Garito, his wife**, 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 four monthly contracted payments or 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 six 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 **19** **Shares of the 73rd** Series of Stock then due, together with an Attorney's commission of **ten** percent., 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, **we** do hereby empower any Attorney of any Court of Record of the Commonwealth of Pennsylvania or elsewhere, to appear for **us** and with or without a declaration filed in **our** **names**, to confess a judgment or judgments in favor of the above mentioned Association, its successors and assigns, and against **us** for the said sum of **Three Thousand Eight Hundred 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 **we** also waive the right of inquisition upon all real estate which may be levied upon to collect the said sum, and **we** do hereby voluntarily condemn the same, and authorize the Prothonotary to enter upon a Fieri Facias, **our** said voluntary condemnation, and **we** 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.

Signed, Sealed and Delivered
in the Presence of

Rich. A. Hall
May 15 1916

Joseph W. Garito
Joseph W. Garito

Anna Nancy Garito
Anna Nancy Garito



Bond

JOSEPH M. GARITO, and

ANNA NANCY GARITO, his wife

TO

The Security Building and
Loan Association
of Clearfield, Pa.

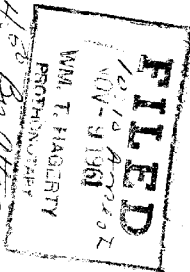
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENN-
SYLVANIA, No. 49 3rd
Term, 1961

SECURITY BUILDING & LOAN
ASSOCIATION of Clearfield,
Pennsylvania

54 -VS-

JOSEPH W. GARITO and
ANNA NANCY GARITO

DECLARATION



BELL, SILBERBLATT & SWOPE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

COMMERCIAL PRINTING CO., CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SECURITY BUILDING & LOAN
ASSOCIATION of Clearfield,
Pennsylvania

-vs-

JOSEPH W. GARITO and
ANNA NANCY GARITO

:
:
:
: 49 Nov 1961
: No. 2 Nov Term, 1961
:
: (176)
:

PRAECIPE FOR WRIT OF EXECUTION

To William T. Hagerty, Prothonotary

Sir:

Issue Writ of Execution in the above directed to the Sheriff of Clearfield County against Joseph W. Garito and Anna Nancy Garito, Defendants, and index this Writ against Joseph W. Garito and Anna Nancy Garito.

The Bond on which this judgment was entered has accompanying it a Mortgage given on the 10th day of May, 1960, by Joseph W. Garito and Anna Nancy Garito to the Security Building and Loan Association of Clearfield, Pennsylvania, which Mortgage is recorded in the office of the Recorder of Deeds of Clearfield County, in Mortgage Book 190, page 433.

Please issue, therefore, instructions to the Sheriff to collect by levy and sale of the real estate described in the above mentioned Mortgage. The amount to be liquidated is as follows:

Penal sum.	\$ 7,600.00
Balance due\$3,686.75
Attorney's commission	368.68
Fire insurance premium advanced	15.00
Total\$4,070.43

with interest after November 3, 1961, and costs.

BELL, SILBERBLATT & SWOOPE
By

Richard A. Bell
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENN-
SYLVANIA, No. *2* *Re*
Term, 1961

SECURITY BUILDING & LOAN
ASSOCIATION of Clearfield,
Pennsylvania

-vs-
JOSEPH W. GARITO and
ANNA NANCY GARITO

PRAECIPE FOR
WRIT OF EXECUTION

FILED
JUN 14 1961
WM. T. HANERTY
PROTHONOTARY

BELL, SILBERBLATT & SWOODE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.