

DOCKET NO. 174

NUMBER	TERM	YEAR
65	September	1961

Cora E. Mitchell, Ind. and Cora E.
Mitchell to the use of James T.
Mitchell, Sally Miller & H. S. Mit-
chell, their heirs and assigns

VERSUS

Alex Majestic

Virginia Majestic

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CORA E. MITCHELL, individually,
and CORA E. MITCHELL to the use
of James T. Mitchell, Sally
Miller and H.S. Mitchell,
their heirs and assigns

¹⁵ vs
ALEX MAJESTIC and VIRGINIA ⁹⁵
MAJESTIC, his wife

No. 65 September Term, 1961

Equity Mortgage Foreclosure

16 Sept 1961

PRAECIPE FOR WRIT OF EXECUTION

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Issue writ of execution in the above matter:

Principal Due	\$ 2,800.00
Interest to 10-1-61	5,544.00
Interest from 10-1-61	
Costs	
Attys. Com. 5%	<u>140.00</u>

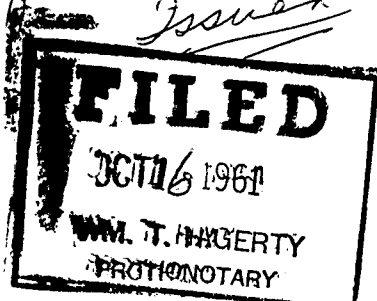
*Cost 400.00
Cost - 23.00*

Pro. 2.50

Pro 7.00

SMITH, SMITH & WORK

BY *W. U. L. H.*
Attys. for Plaintiff



REAL ESTATE SALE

SCHEDULE OF DISTRIBUTION

NOW, December 4, 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 1st day of December 1961, I exposed the within described real estate of Alex Majestic and Virginia Majestic to public vendue or outcry at which time and place I sold the same to Cora E. Mitchell he being the highest and best bidder, for the sum of \$ 3,100.00, and made the following appropriations, viz:

		Receipt from William U. Smith,	
		Attorney for Cora E. Mitchell on	
		Judgment No. 65 September Term,	
		1961. Amount of judgment \$8,484.00.	
		Amount credit claimed on purchase	
		price	\$ 2,730.13
		Recorder of Deeds Mtr Sch	2.00
		Prothonotary	2.50
		1960 Taxes Co Trea	75.99
Deed Costs		1961 Taxes Tax Col	64.40
Sheriffs Deed	5.00	Attorney	23.00
Pro Ack Deed	1.00	Pro this writ	7.00
Recording Deed	5.85	Clearfield Progress Adv	62.28
St T Tax	53.00	Clearfield Progress Sales Cards	6.50
Rev St	3.85	Sheriffs Costs	57.50
Total	68.70	-- Deed Costs	68.70
		Total	3,100.00

NOW, December 18, 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

SMITH, SMITH AND WORK

ATTORNEYS AT LAW

CLEARFIELD, PA.

FRANK G. SMITH
WILLIAM U. SMITH
JOSEPH P. WORK

POST OFFICE BOX 130
101 N. SECOND STREET
TELEPHONE POPLAR 5-5595

December 28, 1961

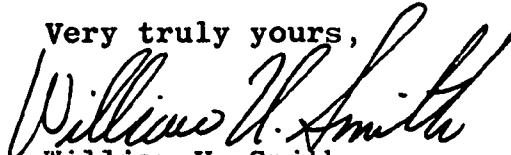
Mr. Charles Ammerman,
Sheriff of Clearfield County
Court House
Clearfield, Pennsylvania

Re: Cora Mitchell, et al
vs
Virginia & Alex Majestic

Dear Sheriff Ammerman:

Representing the execution creditor
in the above captioned sale, this will acknowledge a credit against said indebtedness in the amount of \$2730.13. As I understand, the execution creditor was the successful bidder and this is your receipt for that amount to apply on the indebtedness.

Very truly yours,


William U. Smith

WUS:ve

STATEMENT OF RETURNED TAX

CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD, PA., Nov. 15 1961

Taxes returned by

Tax Collector against

74 & 210 a

Assessed in the name of

Virginia E. Majesky

Greenwood

Boro.
Twp.

1960, Amount Returned

\$ 73.07

Interest to

12-30-61

\$ 2.92

\$

\$ 75.99

19____, Amount Returned

\$

Interest to

\$

\$

\$

Total Amount Due \$

75.99

If paid after

12-30-61

Add \$

.37

more per month

additional interest to this statement.

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

CHARLES G. AMMERMAN
SHERIFF

DAVID E. BLAKLEY
SOLICITOR



MARVIN FINK
CHIEF DEPUTY SHERIFF

ALBERT POLEHONKI
DEPUTY SHERIFF

OFFICE OF THE
Sheriff of Clearfield County
CLEARFIELD, PENNSYLVANIA

November 8, 1961

Hilda Thorp
Tax Collector
Greenwood Twp.

Dear Madam:

Request that you notify this office immediatly of the taxes due your office from the Estate of Alex and Virginia Majestic situate in Greenwood Township.

Please indicate the date and amount that penalties become due.

Very Truly Yours

Charles G. Ammerman
Charles G. Ammerman
Sheriff

*Taxes due from the Estate of Virginia
& Alex Majestic \$64,40*

*Penalties become due 5% 1st Feb 62
2% discount is on until last of Nov 61*

*Hilda Thorp
Tax Collector
Greenwood Twp*

DATE	INCHES	LINES	WORDS
1			
2			
3			
4			
5			
6			
7			
8			519
9			
10			
11			
12			
13			
14			
15			519
16			
17			
18			
19			
20			
21			
22			519
23			
24			
25			
26			
27			
28			
29			
30			
31			
TOTAL			

THE PROGRESS

○ N^o 15137

CLEARFIELD, PA. November 7, 1961 ~~1961~~

CHARLES G. AMMERMAN, SHERIFF

Sheriff's Office

Clearfield County Courthouse

Clearfield, Pennsylvania

To Accounts Rendered

Inches @

Lines @

1557 Words @ .04

\$ 62 28

Miscellaneous

SHERIFF'S SALE OF VALUABLE
REAL ESTATE

MAJESTIC PROPERTY

24849

Date	Inches	Words
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
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13		
14		
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31		

THE PROGRESS

206 E. LOCUST ST.
CLEARFIELD, PA.November 7, 1961 ~~xxx~~

CHARLES G. AMMERMAN, SHERIFF

SHERIFF'S OFFICE

Clearfield County Courthouse

Clearfield, Pennsylvania

To Accounts Rendered

Inches @
Words @

Miscellaneous

Sheriff Sale Cards

\$ 6 50

MEJESTIC PROPERTY

DISCOUNT: Save \$_____ by paying this invoice on
or before the 15th of the month. No discount granted
after the 15th.

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
 COUNTY OF CLEARFIELD :
 SS: :
 :

On this 22nd day of November, 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, 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 November 8, 15 and 22, 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.

Sworn and subscribed to before me the day and year aforesaid.

Notary Public

My Commission Expires

Clearfield, Penna.

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

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 sale in the Sheriff's Office in the Court- Friday, December 1, 1961, At 10:00 o'clock A. M.
 THE FOLLOWING DESCRIBED PROPERTY TO WIT:
 All that tract of land situate in Greenwood Township, Clearfield County, Pennsylvania, bounded and described as follows:
 BEGINNING at a Sugar Corner on the bank of the West Branch of the Susquehanna River on line of land of David Bell Estate; thence by said line north 53 degrees east 41 perches to Hemlock corner; thence north 34 1/2 degrees west across Cherry Tree and Curwensville Road 222 perches to Hemlock corner; thence south 39 degrees west 2 perches to Hemlock corner; thence north 87 1/2 degrees west 61 1/2 perches; thence south 17 degrees west 100 1/2 perches; thence south 18 1/2 degrees east across Cherry Tree and Curwensville Road, 39 perches to Rock Oak on Bank of River; thence down said River south 35 1/2 degrees east 122 perches to Sugar Corner. Containing 225 acres.
 EXCEPTING AND RESERVING from the above described premises, however, all those portions thereof which have been taken or appropriated for the Right of Way of the New York Central Railroad Company and the State Highway, and also excepting and reserving therefrom a lot sold and conveyed to the School District of Greenwood Township by deed executed recently or concurrently, with the water rights granted therein, and oil beneath said premises.
 Being the same premises conveyed by deed of J. F. Mitchell, et al, to Sylvester K. Walker and Rhoda Walker, his wife, dated August 27, 1928, and recorded in Deed Book 290, Page 70.
 Seized, taken in execution and to be sold as the property of Alex. Maestric and Virginia Maestric, situate in Greenwood Township, Clearfield County, Pa., at the suit of Cora E. Mitchell, individually, and Mitchell, Sally Miller and H. S. Mitchell, their heirs and assigns on Judgment No. 65 September Term, 1961, Writ of Execution No. 16 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.
 CHARLES G. AMMERMAN, Sheriff,
 Sheriff's Office, Clearfield, Pa.
 11:8-15-22-b

TO DICK REED, DR.

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

Clearfield, Pa.,

Nov 22 1961

Charles H. Zimmerman
Sheriff
Clearfield Pa

Attorney

Nº 71277

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

Mortgage Search

2.00

Alex + Virginia Majestic

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:

Alex Majestic - None

Virginia Majestic - None

In testimony Whereof, I have hereunto set my hand and official seal this 21 day of
November, A.D. 19 61 . Time 3:25 P. M. E.S.T.

Dick Reed
RECORDER OF DEEDS
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 _____
Alex Majestic and Virginia Majestic
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 20th day of
November, A. D. 19 61.

Wm T. Hagerty Prothonotary

List of Liens

VERSUS

Alex Majestic

Virginia Majestic

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, December 1, 1961

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 Alex Majestic and Virginia Majestic, situate in Greenwood Township, Clearfield County, Pa., at the suit of Cora E. Mitchell, individually, and Cora E. Mitchell to the Use: James T. Mitchell, Sally Miller & H. S. Mitchell, their heirs and assigns on Judgment No. 65 September Term, 1961, writ of Execution No. 16 September Term, 1961.

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 November 8, 1961)

Clearfield Progress to prepare ten (10) Sales Cards.

All that tract of land situate in Greenwood Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a Sugar Corner on the bank of the West Branch of the Susquehanna River on line of land of David Bell Estate; thence by said line north 53 degrees east 41 perches to Hemlock corner; thence north 34 $\frac{1}{2}$ degrees west across Cherry Tree and Curwensville Road 222 perches to Hemlock corner; thence south 39 degrees west 2 perches to Hemlock pointers; thence north 87 $\frac{1}{2}$ degrees west 61 $\frac{1}{2}$ perches; thence south 17 degrees west 100 $\frac{1}{2}$ perches; thence south 18 $\frac{1}{2}$ east across Cherry Tree and Curwensville Road, 39 perches to Rock Oak on Bank of River; thence down said River south 35 $\frac{1}{2}$ degrees east 122 perches to Sugar Corner the place of beginning. Containing 225 acres.

EXCEPTING AND RESERVING from the above described premises, however, all those portions thereof which have been taken or appropriated for the Right of Way of the New York Central Railroad Company and the State Highway, and also excepting and reserving therefrom a lot sold and conveyed to the School District of Greenwood Township by deed executed recently or concurrently, with the water rights granted therein.

TOGETHER with the rights in the gas and oil beneath said premises.

Being the same premises conveyed by deed of J.F. Mitchell, et al, to Sylvester K. Walker and Rhoda Walker, his wife, dated August. 27, 1928, and recorded in Deed Book 290, Page 70.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CORA E. MITCHELL, individually, :
and CORA E. MITCHELL to the use :
of James T. Mitchell, Sally Miller :
and H.S. Mitchell, their heirs and :
assigns :

VS :

ALEX MAJESTIC and VIRGINIA :
MAJESTIC, his wife :

No. 65 September Term, 1961

Equity Mortgage Foreclosure

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 within described

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

Alex Majestic and Virginia Majestic

CHARLES G. AMMERMAN

Sheriff

Sheriff's Office, Clearfield, Pa., NOV 1 1961 1961

Writ of Execution. Mortgage Foreclosure.

Cora E. Mitchell, individually
and Cora E. Mitchell, to the Use:
James T. Mitchell, Sally Miller
and H. S. Mitchell, their heirs
and assigns

vs.

Alex Majestic and
Virginia Majestic

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NO. 16 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:

(Specifically describe property)

Amount due

(SEE REVERSE SIDE)

\$_____

Interest from

\$_____

Costs (to be added)

\$_____

Wm. J. Lagerty
Prothonotary

Deputy



Date October 16, 1961

Proth'y. No. 61

No. 65 September Term, 19 61
No. 16 September Term, 19 61

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

Cora E. Mitchell, individually,
and Cora E. Mitchell to the Use:
James T. Mitchell, Sally Miller &
H.S. Mitchell, theirs heirs & assigns
vs.

Alex Majestic
Virginia Majestic

RECEIVED WRIT THIS 16 day
of October A. D., 1961,
at 11:30 P.M.

Charles J. Zimmerman
Sheriff

WRIT OF EXECUTION

WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT	\$2800.00	
Interest to 10-1-61	5544.00	
Int. fr. 10-1-61	2.50	
Prothonotary - - -	23.00	
Use Attorney - - -	7.00	
Prothonotary this writ	340.00	
Attorney's Comm. -	2,000	
RECORDED OF DEEDS		
Satisfaction - - -		
Sheriff - - - - -		
\$100 00 00		

From No. 65 Sept. Term, 19 61

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

Smith, Smith & Work
Attorney for Plaintiff(s)

Affidavit of Service

Cora E. Mitchell et al

vs.

Alex Majestic and
Virginia Majestic

No. 65 Sept Term, 19 61

Complaint, Equity Mtge Forecloser

Returnable within _____ days
from date of service hereof.

NOW Sept 18, 19 61 at 11:10 o'clock A.M.

served the within Complaint Equity Mtge Forecloser

on Alex Majestic and Virginia Majestic

at Place of Residence RD, Grampian, Pa.

by handing to Virginia Majestic (wife)

a true and attested copy of the original Complaint Equity Mtge Forecloser and made
known to her the contents thereof.

Costs. Sheriff Ammerman \$13.50
(Paid by Attys S.S. W.)

Sworn to before me this 18th
day of Sept A. D. 19 61

Wm T. Hayerty
Prothonotary

So answers,

Charles G. Ammerman
Charles G. Ammerman
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CORA E. MITCHELL, individually,:
and CORA E. MITCHELL to the use:
of James T. Mitchell, Sally :
Miller and H.S. Mitchell, :
their heirs and assigns :

VS

No. 65 September Term, 1961

ALEX MAJESTIC and VIRGINIA :
MAJESTIC, his wife :

Equity Mortgage Foreclosure

PRAECIPE FOR JUDGMENT

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Enter judgment in favor of the Plaintiff and against the Defendants for failure to file defensive pleadings or any other defensive matter within twenty (20) days of personal service of the Complaint, and enter judgment in the amount of \$8,484.00 in accordance with calculation below, together with interest from October 1, 1961 and costs.

SMITH, SMITH & WORK

BY

William U. Smith
Attys. for Plaintiff

CALCULATION:

Principal	\$2,800.00
Int. to 10-1-61 (33 yrs.)	5,544.00
5% Comm.	140.00
	\$8,484.00

TREASURER'S OFFICE
COUNTY OF CLEARFIELD

No. RT 2800

RECEIVED OF CLEARFIELD, PA. 12-29 1961
Charles L. Ammerman \$ 75.99
Seventy-five and 99 DOLLARS
IN PAYMENT OF 1960 RETURNED TAXES
TO APPLY ON
ON P + 210A

THE NAME OF Virginia E. Majesky ASSESSED IN
IN Greenwood
TAX 7307
INT. 292
TOTAL 7599

Lillian A. Eklund
COUNTY TREASURER

150 8HT0075.99/Ch

Nº 261

RECEIPT FOR 1961 TAXES
GREENWOOD TOWNSHIP

Page No. 18

Item of Property:

210A

Assessed Valuation

Real Estate - - - \$ 1356.

Occupation - - - \$ 1

Assessed in name of Virginia M. Maffey

Date Dec. 30, 1961 Amount \$ 64.40

Received of Charles G. Lammiman

	TAX		2% DISCOUNT OR 5% PENALTY		TOTAL	
COUNTY:— Real Estate Tax, 7 Mills	9	49			9	49
INSTITUTION DISTRICT:— Real Estate Tax, 1 ½ Mills	2	03			2	03
ROAD:— Real Estate Tax, Mills	5	42			5	42
Occupation Tax, Mills						
Per Capita Tax						
SCHOOL:— Real Estate Tax, Mills	47	46			47	46
Per Capita Tax						
TOTAL AMOUNT PAID	64	40			64	40

Hilda Thorp

Tax Collector

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

Clearfield, Pa.,

196_

Attorney

Nº 71808

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

Make all checks payable to Dick Reed.

Deed Alex Majestic al By Shiff
Cora E. Mitchell
State Tax
Fed. Rev.

585

5300

3	85
---	----

62	70
----	----

DEPT 17
DEC 29 1961
dy.
LICK REED

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CORA E. MITCHELL, individually,
and CORA E. MITCHELL to the use
of James T. Mitchell, Sally
Miller and H.S. Mitchell, their
heirs and assigns

VS

ALEX MAJESTIC and VIRGINIA
MAJESTIC, his wife

No. 65 Sept Term, 1961

Equity Mortgage Foreclosure

C O M P L A I N T

(1). The Plaintiff is an individual who resides in Cherry Tree, Clearfield County, Pennsylvania.

(2). The Defendants are individuals, husband and wife, who reside in Greenwood Township, Clearfield County, Pennsylvania.

(3). On or about October 1, 1928, Sylvester K. Walker and Rhoda Walker executed and delivered to Plaintiff and the persons named therein a mortgage in the amount of \$2,800.00 covering the following described premises, which said mortgage is recorded in Clearfield County Mortgage Book 88, Page 258, and is incorporated herein by reference:

All that tract of land situate in Greenwood Township, Clearfield County, Pennsylvania, BEGINNING at a Sugar Corner on the Bank of the West Branch of the Susquehanna River on line of land of David Bell Estate; thence by said line north 53 degrees east 41 perches to Hemlock corner; thence north 34½ degrees west across Cherry Tree and Curwensville Road 222 perches to Hemlock corner; thence south 39 degrees west 2 perches to Hemlock pointers; thence north 87½ degrees west 61½ perches; thence south 17 degrees west 100½ perches; thence south 18½ east across Cherry Tree and Curwensville Road, 39 perches to Rock Oak on Bank of River; thence down said River south 35½ degrees east 122 perches to Sugar Corner the place of beginning. Containing 225 acres.

(4). The Plaintiff by Assignments has acquired the interests of the following persons in said mortgage:

J.F. Mitchell
A.D. Mitchell
Della M. Williams
Ruth Hunter
Rose Baraclough
Tacie Stephens
J. Howard Smith

Attached hereto and incorporated herein are copies of said Assignments.

(5). The Plaintiff is also the sole surviving executrix of the Estate of David Mitchell in whose behalf the Bond, which was executed at the time of this mortgage, was made.

(6). The Defendants are the real owners of said property, having acquired the same by deed from the mortgagors or their successors and assigns.

(7). That the Plaintiff does not join either the mortgagors or their successors, except the Defendants, and under the provisions of Pa. R.C.P. No. 1144 the Plaintiff releases the same from personal liability for the debt secured by said mortgage.

(8). Said mortgage has not been paid.

(9). That said mortgage is in default because:

(a). The principal thereof became due and payable on the 1st day of October, 1929, and the same was not paid and, therefore, by the terms of said mortgage is collective forthwith.

(10). That the interest payments upon said mortgage have not been paid as due and are in default.

(11). The following amounts are due on said mortgage:

Principal	\$ 2,800.00
Interest to 10-1-61 (33 yrs.)	5,544.00
5% comm.	140.00
	8,484.00

(12). The Plaintiff has made demand upon Defendants for the payment of said sums, but they have refused to pay the same.

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of \$8,484.00.

SMITH, SMITH & WORK

BY


Attys. for Plaintiff

STATE OF PENNSYLVANIA:

SS

COUNTY OF CLEARFIELD :

CORA E. MITCHELL, being duly sworn according to law,
deposes and says the facts set forth in the foregoing Complaint
are true and correct to the best of her knowledge, information
and belief.

Cora E. Mitchell
(Cora E. Mitchell)

Sworn and subscribed to

before me this 12th day

of September, 1961

Mr. Mildred B. Gough

NOTARY PUBLIC
My Commission Expires
JANUARY 7, 1963

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that I, *G. J. Mitchell*

, Mortgagee named in a certain Indenture of Mortgage hereinafter more specifically referred to, in consideration of the sum of One Dollar paid unto me, the receipt of which is acknowledged, do hereby convey and assign unto CORA E. MITCHELL, of Cherry Tree, Pennsylvania, her heirs and assigns, a certain Indenture of Mortgage given and executed by Sylvester E. Walker and Rhoda Walker, said mortgage being recorded in Clearfield County Mortgage Book 88, Page 288, and incorporated herein by reference to the extent relevant, and dated October 1, 1928.

I do further hereby grant, convey and assign the bond or obligation in said Indenture of Mortgage, and all moneys, principal and interest presently due and to become due thereon, together with all rights, remedies and incidents thereunto belonging, including therein the warrant of attorney or power of confess judgment.

I do further grant, convey and assign all my right, title, interest, claim and demand in and to said mortgage or bond.

TO HAVE AND TO HOLD unto the said CORA E. MITCHELL, her heirs and assigns, for her use forever, subject to the equity of redemption of said mortgage named. This assignment is made without recourse.

CORA E. MITCHELL, Assignee, does hereby covenant with the Assignor that upon her collection of said mortgage, she will promptly pay to the Assignor his or her pro-rata share of the proceeds, less expenses of collection.

IN WITNESS WHEREOF, intending to be legally bound, I hereunto set my hand and seal, the 30 day of *June*, 1931.

Witnessed by:

1st William P. Bell

G. J. Mitchell (SEAL)

-2-

STATE OF PENNSYLVANIA:
COUNTY OF CLEARFIELD :

On this, the day of , 1961, before me,
the undersigned officer, personally appeared
known to me to be the person whose name is subscribed to the fore-
going Assignment, and acknowledged that he executed the same for
the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that I, *P. D. Mitchell*, Mortgagee named in a certain Indenture of Mortgage hereinafter more specifically referred to, in consideration of the sum of One Dollar paid unto me, the receipt of which is acknowledged, do hereby convey and assign unto CORA E. MITCHELL, of Cherry Tree, Pennsylvania, her heirs and assigns, a certain Indenture of Mortgage given and executed by Sylvester E. Walker and Rhoda Walker, said mortgage being recorded in Clearfield County Mortgage Book 88, Page 288, and incorporated herein by reference to the extent relevant, and dated October 1, 1908.

I do further hereby grant, convey and assign the bond or obligation in said Indenture of Mortgage, and all moneys, principal and interest presently due and to become due thereon, together with all rights, remedies and incidents thereunto belonging, including therein the warrant of attorney or power to confess judgment.

I do further grant, convey and assign all my right, title, interest, claim and demand in and to said mortgage or bond.

TO HAVE AND TO HOLD unto the said CORA E. MITCHELL, her heirs and assigns, for her use forever, subject to the equity of redemption of said mortgages named. This assignment is made without recourse.

CORA E. MITCHELL, Assignee, does hereby covenant with the Assignor that upon her collection of said mortgage, she will promptly pay to the Assignor his or her pro-rata share of the proceeds, less expenses of collection.

IN WITNESS WHEREOF, intending to be legally bound, I hereto set my hand and seal, the 3 day of *July*, 1901.

Witnessed by:

1369 James M. Lechman

1369 P. D. Mitchell

(SEAL)

STATE OF PENNSYLVANIA:
COUNTY OF CHESTER: ss

On this, the day of , 1961, before me,
the undersigned officer, personally appeared
known to me to be the person whose name is subscribed to the fore-
going assignment, and acknowledged that he executed the same for
the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

NOTARY PUBLIC
JAMES J. HAN
1200 N. 10TH ST.
PHILADELPHIA, PA.
19107

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that I, DELLA M. WALKER, Mortgagee named in a certain Indenture of Mortgage hereinafter more specifically referred to, in consideration of the sum of One Dollar paid unto me, the receipt of which is acknowledged, do hereby convey and assign unto CORA E. MITCHELL, of Cherry Tree, Pennsylvania, her heirs and assigns, a certain Indenture of Mortgage given and executed by Sylvester E. Walker and Rhoda Walker, said mortgage being recorded in Clearfield County Mortgage Book 84, Page 280, and incorporated herein by reference to the extent relevant, and dated October 1, 1900.

I do further hereby grant, convey and assign the bond or obligation in said Indenture of Mortgage, and all moneys, principal and interest presently due and to become due thereon, together with all rights, remedies and incidents thereunto belonging, including therein the warrant of attorney or power of confess judgment.

I do further grant, convey and assign all my right, title, interest, claim and demand in and to said mortgage or bond.

DO HAVE AND DO HOLD unto the said CORA E. MITCHELL, her heirs and assigns, for her use forever, subject to the equity of redemption of said mortgage named. This assignment is made without recourse.

CORA E. MITCHELL, Assignee, does hereby covenant with the Assignor that upon her collection of said mortgage, she will promptly pay to the Assignor his or her pro-rata share of the proceeds, less expenses of collection.

IN WITNESS WHEREOF, intending to be legally bound, I hereunto set my hand and seal, the 30th day of June, 1901.

Witnessed by:

David M. Walker

Deella M. Walker (SEAL)

STATE OF ~~FLORIDA~~ ~~FLORIDA~~

SS

COUNTY OF ~~FLORIDA~~ ~~FLORIDA~~

On this, the day of , 1931, before me, the undersigned officer, personally appeared known to me to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that I, RUTH HUNTER, Mortgagee named in a certain Indenture of Mortgage hereinafter more specifically referred to, in consideration of the sum of One Dollar paid unto me, the receipt of which is acknowledged, do hereby convey and assign unto CORA E. MITCHELL, of Cherry Tree, Pennsylvania, her heirs and assigns, a certain Indenture of Mortgage given and executed by Sylvester K. Walker and Rhoda Walker, said mortgage being recorded in Clearfield County Mortgage Book 88, Page 258, and incorporated herein by reference to the extent relevant, and dated October 1, 1928.

I do further hereby grant, convey and assign the bond or obligation in said Indenture of Mortgage, and all moneys, principal and interest presently due and to become due thereon, together with all rights, remedies and incidents thereunto belonging, including therein the warrant of attorney or power of confess judgment.

I do further grant, convey and assign all my right, title, interest, claim and demand in and to said mortgage or bond.

TO HAVE AND TO HOLD unto the said CORA E. MITCHELL, her heirs and assigns, for her use forever, subject to the equity of redemption of said mortgagors named. This assignment is made without recourse.

CORA E. MITCHELL, Assignee, does hereby covenant with the Assignor that upon her collection of said mortgage, she will promptly pay to the Assignor him or her pro-rata share of the proceeds, less expenses of collection.

IN WITNESS WHEREOF, intending to be legally bound, I hereunto set my hand and seal, the 3rd day of July, 1961.

Witnessed by:

Marion H. Brumwell

Ruth Hunter (SEAL)

STATE OF PENNSYLVANIA:
COUNTY OF CLEARFIELD : SS

On this, the day of , 1961, before me
the undersigned officer, personally appeared
known to me to be the person whose name is subscribed to the fore-
going Assignment, and acknowledged that she executed the same for
the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that I,

, Mortgagee named in a certain Indenture of Mortgage hereinafter more specifically referred to, in consideration of the sum of One Dollar paid unto me, the receipt of which is acknowledged, do hereby convey and assign unto CORA E. MITCHELL, of Cherry Tree, Pennsylvania, her heirs and assigns, a certain Indenture of Mortgage given and executed by Sylvester E. Walker and Rhoda Walker, said mortgage being recorded in Clearfield County Mortgage Book 88, Page 258, and incorporated herein by reference to the extent relevant, and dated October 1, 1928.

I do further hereby grant, convey and assign the bond or obligation in said Indenture of Mortgage, and all moneys, principal and interest presently due and to become due thereon, together with all rights, remedies and incidents thereunto belonging, including therein the warrant of attorney or power to confess judgment.

I do further grant, convey and assign all my right, title, interest, claim and demand in and to said mortgage or bond.

TO HAVE AND TO HOLD unto the said CORA E. MITCHELL, her heirs and assigns, for her use forever, subject to the equity of redemption of said mortgage named. This assignment is made without recourse.

CORA E. MITCHELL, Assignee, does hereby covenant with the Assignor that upon her collection of said mortgage, she will promptly pay to the Assignor his or her pro-rata share of the proceeds, less expenses of collection.

IN WITNESS WHEREOF, intending to be legally bound, I hereto set my hand and seal, the 30th day of June, 1931.

Witnessed by:

Attorney

Rose Barrackough (SEAL)

STATE OF PENNSYLVANIA:
CAMBRIA CO
COUNTY OF CAMBRIA:

On this, the 30th day of June, 1961, before me,
the undersigned officer, personally appeared Ravi Baradough
known to me to be the person whose name is subscribed to the fore-
going Assignment, and acknowledged that he executed the same for
the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

[Signature]

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that I, J. Howard Smith, Houtzdale, Pennsylvania, Successor in Trust, of /, Mortgages named in a certain Indenture of Mortgage hereinafter, more specifically referred to, in consideration of the sum of One Dollar paid unto me, the receipt of which is acknowledged, do hereby convey and assign unto CORA E. MITCHELL of Cherry Tree, Pennsylvania, her heirs and assigns, a certain Indenture of Mortgage given and executed by Sylvester K. Walker and Rhoda Walker, said mortgage being recorded in Clearfield County Mortgage Book 82, Page 252, and incorporated herein by reference to the extent relevant, and dated October 1, 1928.

I do further hereby grant, convey and assign the bond and obligation in said Indenture of Mortgage, and all moneys, principal and interest presently due and to become due thereon, together with all rights, remedies and incidents thereunto belonging, including therein the warrant of attorney or power to confess judgment.

I do further grant, convey and assign all my right, title, interest, claim and demand in and to said mortgage or bond.

TO HAVE AND TO HOLD unto the said CORA E. MITCHELL, her heirs and assigns, for her use forever, subject to the equity of redemption of said mortgagors named. This assignment is made without recourse.

CORA E. MITCHELL, Assignee, does hereby covenant with the Assignor that upon her collection of said mortgage, she will promptly pay to the Assignor his or her pro-rata share of the proceeds, less expenses of collection.

IN WITNESS WHEREOF, intending to be legally bound, I have hereunto set my hand and seal, the day of , 1961.

Witnessed by:

Edward A. Casey

(SEAL)

the undersigned will be held liable
for the same to the extent of the
amount of the same and the
expenses thereof and the

IN WITNESS WHEREOF

1971

KNOW ALL MEN BY THESE PRESENTS, that Tacie
Stevens, one of the mortgagees named in a certain mortgage given
by Sylvester E. Walker and Rhoda Walker to John F. Mitchell and
others, dated October 1, 1928, and recorded in Clearfield County
in Mortgage Book 83, Page 258, covering certain premises in Green-
~~field Township, Clearfield County, Pennsylvania, for and in con-~~
sideration of the sum of \$1.00 and other good and lawful considera-
tions unto me in hand paid, the receipt of which is hereby
acknowledged, do hereby grant, bargain, sell, assign, transfer and
set over unto Cora E. Mitchell, her heirs, executors, administra-
tors and assigns, all of my interest in and to the mortgage
hereinbefore mentioned, being an undivided one-tenth interest
therein; also all my interest in the bond or obligation in said
mortgage recited and my share in all monies, principal
and interest due and to become due thereon, with the warrant of
attorney to said obligation annexed, and with the rights,
~~and all other things in anywise appertaining or belonging;~~

To have, hold, receive and take all and
singular the premises aforesaid to the said Cora E. Mitchell, her
heirs, executors, administrators and assigns, to and for ^{their} ~~the~~ only
proper use and behoof forever. Subject to the right and equity
of redemption of the above named mortgagor therein.

IN WITNESS WHEREOF I have hereby set my hand
and seal this ____ day of _____, A.D. 1929.

WITNES:

T S _____ (SEAL)

STATE OF COLORADO

1938

before me, a Notary Public, in and for said County of _____ State, personally appeared _____ who in due form of law, acknowledged the foregoing assignment to be her act and deed and declared that the same might be recorded as such.

WITNES my hand and official seal the day and year aforesaid.

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

No. *65-211* Term, 1961
Equity Mtre. Foreclosure

CORA E. MITCHELL,
ET AL

VS

ALEX MAJESTIC and
VIRGINIA MAJESTIC

COMPLAINT

TO THE WITHIN DEFENDANTS:

You are hereby required
to file defensive pleadings
to the within Complaint with-
in twenty days from service
hereof.

SMITH, SMITH & WORK
BY *W. T. Hagerty*
Attys. for Plaintiff

FILED
SEP 12 1961
WM. T. HAGERTY
PROTHONOTARY
SMITH, SMITH & WORK
ATTORNEYS-AT-LAW
CLEARFIELD, PA.

Lap-over Margin

150
65-211
1230.14

NO. 65 Sept TERM, 19 61
Johnson

NO. _____ TERM, 19 _____

NO. _____ TERM, 19 _____

NO. _____ TERM, 19 _____

NO. ~~375~~ TERM, 19~~58~~
~~James P. Webb~~
~~Master 10/1/60~~

NO. ~~378~~ TERM, 19~~60~~
~~Donald Mitchell, Master 10/1/60~~

NO. ~~378~~ TERM, 19~~60~~
~~James P. Webb~~
~~Master 10/1/60~~
NO. ~~378~~ TERM, 19~~60~~
~~Donald Mitchell, Master 10/1/60~~