

DOCKET NO. 174

NUMBER	TERM	YEAR
<u>84</u>	<u>September</u>	<u>1961</u>

Clearfield Building & Loan Assoc.

VERSUS

Kenneth Duckett

Rosea na Duckett

CLEARFIELD BUILDING AND LOAN
ASSOCIATION

VS

65
KENNETH DUCKETT and ROSEANNA DUCKETT,
his wife

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

Augt 84 1961
19. 8. NO.

8.

Sept
1961

Term, 19 61

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter:

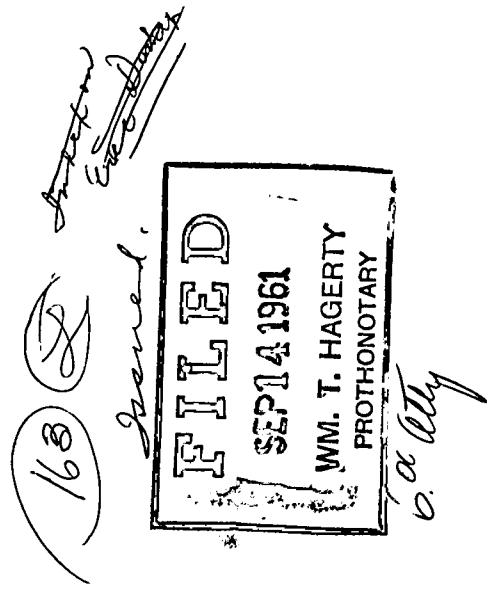
RCP 3256
Foreclosure
Proth'y. No. 66

Amount due	\$ 1605.52
Interest from 9-11-61	\$ _____
Costs	\$ _____
BY: SMITH, SMITH & WORK	
	W. T. Attorney(s) for Plaintiff(s)

No. 8 ~~Sept~~ Term, 1961

vs.

Præcipe for
Writ of Execution



CLEARFIELD BUILDING AND
LOAN ASSOCIATION
vs.
KENNETH DUCKETT and ROSEANNA
DUCKETT, his wife,
Hyde City, Penna.
State of Pennsylvania,
County of Clearfield

In the Court of Common Pleas
of Clearfield County,
of September Term, 1961
No. 84

D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hands and seals of the Defendants, bearing date the 7th day of September A. D. 19 57, whereby the Defendant doth promise to pay to the said Plaintiff the sum of Two Thousand (\$2,000.00) Dollars, for value received, with interest from Sept. 7, 1957 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant s, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of Two Thousand (\$2,000.00) Dollars with interest from September 7, 1957 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: together with all waivers part of which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendants to the said Plaintiff, to wit: The sum of \$ 1605.57

Interest from 9-11-61
Attys. Com. 5%
SMITH, SMITH & WORK

BY: *W. J. S.*

1605.57

Attorney for Plaintiff

State of Pennsylvania,
County of Clearfield

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, Attorneys, appear for the Defendants in the stated action without writ, as of September Term, 19 61, and therein confess judgment against them and in favor of Clearfield Building and Loan Association the Plaintiff, for sum of One Thousand Six Hundred Five and 57/100 (\$1605.57) Dollars, with interest from September 11, 1961 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon

SMITH, SMITH & WORK

BY: *W. J. S.*

Attorney for Defendant

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

We hereby certify that the precise residence address of the within judgment creditor

is..... Market Street, Clearfield, Penna.....
SMITH, SMITH & WORK
BY: *W.M. Hager* *W.M. Hager*
Attorneys for Plaintiff

Court of Common Pleas
of Clearfield County

September Term 19 61

No. 84

CLEARFIELD BUILDING

& LOAN ASSOCIATION

vs.

KENNETH DUCKERT and

ROSEANNA DUCKERT

D. S. B.

Note of Warrant of Attorney

Debt, - \$ 1605.57
from 9-11-61
Interest, - -

Attys' Com. - 80.27

Filed

S/ R.P. 14/66.

FILED
133 PM 62
SEP 14 1961
PROTHONOTARY

WM. T. HAGER Attorney for Plaintiff

PROTHONOTARY

4-30 atty

Know all Men by these Presents,

THAT KENNETH DUCKETT and ROSEANNA DUCKETT, husband and wife, of Hyde, Clearfield County, Pennsylvania, are

held and firmly bound unto the

CLEARFIELD Building and Loan Association, of Clearfield, Pennsylvania
in the sum of Four thousand (\$4,000.00)----- Dollars,
to be paid unto the Association aforesaid, its certain Attorney or assigns: to which payment well
and truly to be made they do bind themselves
their heirs, executors, administrators, and every one of them, firmly
by these presents. And

they do hereby empower Chaplin & Arnold
or any Attorney at Law within the State of Pennsylvania or elsewhere, to appear for them
and after declaration filed confess judgment against them
in favor of the Association aforesaid, or its assigns, as of any term, for the above penalty, together
with costs of suit, Attorney's commission of five per cent. for collection hereon, with Waiver
of Inquisition, and condemnation of any property that may be levied upon by virtue of any execu-
tion, which execution may issue forthwith on failure to comply with any of the conditions hereof;
and with waiver of the right of exemption from levy and sale of any and all property that now is,
or may hereafter be exempted from levy and sale under any Act of Assembly for such purpose, and
with a release of all errors, &c.

WITNESS, our hand s and seal s the 27 day of
September in the year of our Lord one thousand nine hundred fifty-seven
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden

Kenneth Duckett and Roseanna Duckett, their
executors or administrators, do well and truly pay or cause to be paid unto the

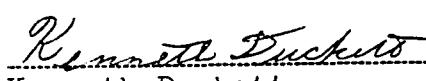
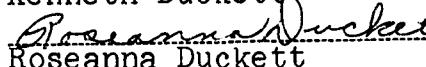
CLEARFIELD Building and Loan Association

of Clearfield, Pennsylvania aforesaid, its certain Attorney or assigns, the sum of
Two thousand (\$2,000.00)----- Dollars,

in the manner and form prescribed by the Constitution and By-Laws of said Association, with interest
thereon, payable on the fourth Friday of each and
every month thereafter, together with the dues and premiums
on ten (10) shares of the Capital Stock of the Association aforesaid, now owned by
the said Kenneth Duckett and Roseanna Duckett and such fines, &c., as may be
imposed thereon under the Constitution and By-Laws of the Association aforesaid; and shall also,
from time to time, until said debt and interest be fully paid, renew and keep alive by paying the
necessary premiums and charges, such policy of insurance as may be taken out by, or in behalf of
the said Association or its assigns, upon the buildings and improvements described in the Mortgage
accompanying this present obligation; and shall pay all taxes, charges, assessments and ground
rents against the mortgaged premises; provided, however, and it is hereby expressly agreed, that if
at any time default be made, and four months are suffered to elapse without paying up all install-
ments of interest, dues and premiums on said stock, and fines for non-payment thereof as afore-
said, and all premiums of insurance, taxes, charges, assessments and ground rent upon the mort-
gaged premises paid by said Association, with interest thereon, or any or either of them, then, and
in such case, the credit given on said principal sum shall cease and determine, and the same, with
the interest, the dues, premiums and fines for non-payment thereof, shall be taken as due and pay-
able, and may be recovered forthwith, together with all premiums of insurance, taxes, charges, as-
sessments and ground rents paid by said Association, anything hereinbefore contained to the con-
trary notwithstanding, without any fraud or further delay, then this obligation to be void, other-
wise to be and remain in full force and virtue. Said shares of stock are hereby assigned to said
Association as collateral security for the performance of the condition of this bond.

Signed, Sealed and Delivered
in the Presence of




Kenneth Duckett

Roseanna Duckett

SEAL

SEAL

SEAL

BoB

FROM

KENNETH DUCKETT and ROSEANNA
DUCKETT

TO

BUILDING AND LOAN ASSOCIATION
OF

\$-----

Dated ----- 19 -----



Kenneth Duckett
Roseanna Duckett

Witness, Seal and Certificate
in the presence of

WITNESS our hands and seal this day of September A. D. 1957

For value received, Kenneth Duckett and Roseanna Duckett the within named obligors do hereby assign, transfer and set over unto the obligees of CLEARTFIELD BUILDING AND LOAN ASSOCIATION of CLEARTFIELD, Pennsylvania, the ten (10) shares of stock held by them in said Association, as collateral security for the payment of the debt mentioned in the within bond. And in case of default in payment of the dues, interest, premiums, costs of insurance or taxes upon premises mortgaged to the Association, or for fines for non-payment of same, they hereby authorize it to make sale of said ten (10) shares of stock at auction, at any general meeting thereafter, and in my name to make and execute a transfer of said ten (10) shares of stock to the purchaser of same, applying the proceeds of said sale to payment of said loan. And further, they do hereby elect to treat all past and future payments of dues on said stock as credits on the within bond and mortgagee accompanying the same, and authorize and direct the officers of said Association to so appropriate and credit the same.



September 15, 1961

Smith, Smith and Work

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Clearfield Building and Loan Assoc	vs	No 84	Sept Term 1961	
	Kenneth and Roseanna Duckett	No 8	Sept Term 1961	
RDR	3.75		Exec Debt	\$1,605.57
Levy	2.00			
Service	3.75		Int Fr 9/II/61	16.06
c/s d/s	2.00			
Mileage	2.00		Attorney	13.50
Comm	<u>23.02</u>		Atty Comm	80.27
Total	36.52		Prothonotary	1.00
			Sheriffs Costs	<u>36.52</u>
			Total	\$1,752.92

Charles G. Ammerman

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

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

P. L. Laws.

1923

Act No. 220, page 347.

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

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

Kennith & Rosanna Buckett.

Charles M. Gammie Sheriff

Sheriff's Office, Clearfield, Pa., Sept. 18, 1961

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

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

Sheriff

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

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

Sheriff

All those two certain lots of ground situate in the Township of Lawrence, County of Clearfield, and State of Pennsylvania, as follows:

Known in the Plan of the Steel and Iron Works Addition to Clearfield as recorded in the Recorder's Office at Clearfield, as Lots Nos. 14 and 15 in Block 20 fronting on Claredon Avenue, and being each 40 feet in front on Claredon Avenue and extending in depth 120 feet to an alley.

Clearfield Building and Loan Association

vs

Kenneth Duckett and Roseanna Duckett, his wife

No. 84 *Syst*
May Term, 1961

All those two certain lots of ground situate in the Township of Lawrence, County of Clearfield, and State of Pennsylvania, as follows:

Known in the Plan of the Steel and Iron Works Addition to Clearfield as recorded in the Recorder's Office at Clearfield, as Lots Nos. 14 and 15 in Block 20 fronting on Claredon Avenue, and being each 40 feet in front on Claredon Avenue and extending in depth 120 feet to an alley.

Clearfield Building and Loan Association

vs

Kenneth Duckett and Roseanna Duckett, his wife

: No. 84 *44* May Term, 1961

All those two certain lots of ground situate in the Township of Lawrence, County of Clearfield, and State of Pennsylvania, as follows:

Known in the Plan of the Steel and Iron Works Addition to Clearfield as recorded in the Recorder's Office at Clearfield, as Lots Nos. 14 and 15 in Block 20 fronting on Claredon Avenue, and being each 40 feet in front on Claredon Avenue and extending in depth 120 feet to an alley.

Clearfield Building and Loan Association

vs

Kenneth Duckett and Roseanna Duckett, his wife

No. 84

May Term, 1961

Sgt

Writ of Execution. Mortgage Foreclosure.

Clearfield Building & Loan Assoc.
vs.

Kenneth Duckett
Roseanna Duckett

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

NO. 8 September

Term, 1961

WRIT OF EXECUTION

Commonwealth of Pennsylvania }
County of Clearfield } SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

Description in Sheriff's Office

(Specifically describe property)

Amount due		\$ 1605.57
Interest from September 11, 1961	Attys. Comm.	\$ 80.27
Costs (to be added) Attys. \$13.50	Prothonotary. \$1.00	\$

John T. Hegerty
Prothonotary



Deputy

Date September 14, 1961

Proth'y. No. 61

research & work of
 research of
 work of
 attorney (probate) for the sum of
 to be paid to Plaintiff
 to commence by 1961/50 by
~~John D. Duckett~~
 John D. Duckett
 on or before 1961/50

No. 84 September Term, 19 61
 No. 8 September Term, 19 61
 IN THE COURT OF COMMON
 PLEAS, CLEARFIELD COUNTY,
 PENNSYLVANIA.
 Clearfield Building & Loan Assoc.

vs.
 Kenneth Duckett
 Roseanna Duckett
 Hyde City, Pa.

WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT \$1605.57

Interest from - - - 9.11.61

Prothonotary - - - 1.00

Use Attorney - - - 13.50

Use Plaintiff - - -

Attorney's Comm. - - - 80.27

Satisfaction - - -

Sheriff - - - - -

\$160.57

RECEIVED WRIT THIS 14th day
 of Sept A. D., 19 61,
 at 3:55 P.M.
John D. Duckett
 Sheriff

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

Smith, Smith & Work
 Attorney for Plaintiff(s)

STATEMENT OF JUDGMENT

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Clearfield Building & Loan Assn.

211 Market St.

Clearfield, Pa.

VERSUS

Kenneth Duckett Sat.

Roseanna Duckett Sat.

Hyde, Pa.

No.	84	TERM	Sept 19	61
Penal Debt		\$		
Real Debt		\$	1605.57	
Atty's Com.		\$	80.27	
Int. from	September 11, 1961			
Entry & Tax		\$	4.50	
Atty's Docket		\$	3.00	
Satisfaction Fee		\$	1.50	
Assignment Fee		\$	2.00	
Instrument	DSB			
Date of Same	September 7,	19	57	
Date Due	In Installments		19	
Expires	September 14	19	66	

Entered of Record 14th day of September 19 61 1:35 PM EST

Certified from Record 8th ~~XXXX~~ day of October 19 66

Archie Field

Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on Oct 8, 1966, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

Archie H. Tamm
Hugh A. Tamm *President*
Plaintiff

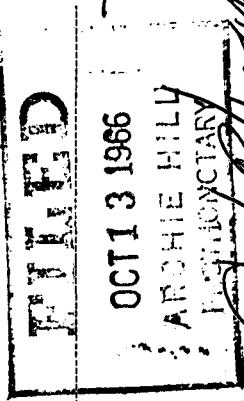
Witness

Reed

SIGN THIS BLANK FOR ASSIGNMENT

Now, _____, 19_____, for value received _____ hereby assign; transfer and set over to _____ Address Assignee _____ of _____

above Judgment, Debt, Interest and Costs without recourse.



Witness