

DOCKET NO. 173

Number	Term	Year
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<u>84</u>	<u>February</u>	<u>1961</u>
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First National Bank of Philipsburg

Versus

Gerald A. Killion

Marian B. Killion

TO DICK REED, DR.

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

CLEARFIELD, R. *Yerushalayim* 1955
ATTORNEY

No. 67666

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

Dey, Henry G. (1819-1888)	
Frederick City	5 85
Port Jervis	126 97
Jefferson	5 50
Total	138 32

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

TO DICK REED, DR.

СГЕҮК ОҢДЫҢЫНДА СОЛЫТЫРЫЛЫП

РЕСОУНДИСТАСИИ



Möller

Please take up the check with Mr. Hedges to Dick Hedges for receipt.

94 Pek 1961

the revision of the book is now in progress, and it is expected to be ready for publication in the autumn of 1901.

REAL ESTATE SALE

SCHEDULE OF DISTRIBUTION

NOW, April 10, 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 7th day of April 1961, I exposed the within described real estate of Gerald A. Killion and Marian B Killion to public vendue or outcry at which time and place I sold the same to Frederick G. Fluitz he being the highest and best bidder, for the sum of \$ 5,000.00, and made the following appropriations, viz:

	pro this writ	6.00	
	Atty	7.50	
	Attys Comm	560.00	
	Insurance	76.76	
	Pro List Liens	5.50	
Deed Costs			
Sheriff Deed	5.00	Rec Of Deeds Mtgsch	2.00
Pro Ack Deed	1.00	Clfd Pro S.C.	6.50
Rec Deed	5.85	Clfd Pro Adv	71.40
St T. Tax	126.97	1960 Tax Tax Coll	429.88
Rev Stamps	5.50	Sheriff's Costs	61.84
Total	144.32	Deed Costs	144.32
		To Int and Debt	3,625.30
		Total	5,000.00

Now, April 21, 1961 no exceptions haveing 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

R-880
5-60



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
BUREAU OF EMPLOYMENT SECURITY

LABOR AND INDUSTRY BUILDING
SEVENTH AND FORSTER STREETS
HARRISBURG

March 29th, 1961

MORLEY W. BAKER
ASSISTANT ATTORNEY GENERAL

Hon. Charles G. Ammerman
Shf. of Clearfield County
Court House
Clearfield, Penna.

Gerald A. Killion & Marion
Re: B. Killion, now or formerly
t/a KILLION MOTORS
Nos. 4 & 84, Feb. T., 1961

Dear Mr. Ammerman:

We are advised that you will levy upon and sell, pursuant to an execution issued, certain property owned by the above-named defendant.

Notice is hereby given that GERALD A. KILLION
one of the above-named defendant, is
indebted to the Commonwealth of Pennsylvania, to the use of the
Pennsylvania Unemployment Compensation Fund, in the sum of \$928.42
representing delinquent contributions, accrued interest and pen-
alties, together with outstanding legal costs, an itemized statement
of which is hereto attached and made a part of this proof of priority
claim.

Priority payment with respect to the distribution of any
funds realized from the sale of the above defendant's property is
claimed by the Commonwealth of Pennsylvania, to the use of the
Pennsylvania Unemployment Compensation Fund, pursuant to Section
308.1 of the Pennsylvania Unemployment Compensation Law, 1936 and as
amended.

Very truly yours,

MORLEY W. BAKER
Assistant Attorney General

A handwritten signature in black ink, appearing to read "Nicholas J. D'Alessandro".
By: NICHOLAS J. D'ALESSANDRO
Attorney

NJD'A:gmd

STATEMENT OF ACCOUNT

<u>YEAR</u>	<u>QTRS.</u>	<u>ORIGINAL AMOUNTS OF CONTR. DUE</u>	<u>BAL. UNPAID AS OF</u>		<u>TOTAL</u>
			<u>INTEREST</u>	<u>CONTRS.</u>	
1960	2nd	\$ 635.22	\$ 57.17	\$ 635.22	\$ 692.39
	2nd		5.00**		5.00
	3rd	214.18	<u>12.85</u>	<u>214.18</u>	<u>227.03</u>
		TOTAL	\$ 75.02	\$ 849.40	\$ 924.42

In addition to this amount there are outstanding legal costs incurred in the filing of a lien (fwd. to the Pro. as of 3/28/61) in the sum of..... 4.00

GRAND TOTAL \$ 928.42

**Penalty imposed for late filing of reports as specifically required under Section 206 of the U. C. Law.

15039

THE PROGRESS

CLEARFIELD, PA., March 14, 1961

CHARLES G. AMMERMAN, SHERIFF

c/o Sheriff Office

Clearfield County Courthouse

Clearfield, Pennsylvania

Date	Inches	Words
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		

To Accounts Rendered

Inches	@
Words	@

Miscellaneous

KILLION 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			
15			
16	595		
17			
18			
19			
20			
21			
22			
23	595		
24			
25			
26			
27			
28			
29			
30	595		
31			
TOTAL		15	

lens
THE ○ N^o 15897
PROGRESS

CLEARFIELD, PA. March 16, 1961 1961

CHARLES G. AMMERMAN, SHERIFF
 c/o Sheriff's Office
 Clearfield County Courthouse
 Clearfield, Pennsylvania

To Accounts Rendered

Inches @

Lines @

1785 Words @ .04

\$ 71 40

Miscellaneous

SHERIFF SALE OF VALUABLE
 REAL ESTATE

KILLION PROPERTY

SHERIFF'S SALE
OF VALUABLE REAL ESTATE
By virtue of Writ of Execution
issued out of the Court of Common
Pleas of Clearfield County, Penn-
sylvania and to me direct, there
will be exposed to public sale in
the Sheriff's Office in the Court-
house in the Borough of Clearfield,
on FRIDAY, April 7, 1961 at 10:00
o'clock A. M.

THE FOLLOWING DESCRIBED
PROPERTY TO WIT:

DESCRIPTION OF REAL ES-
TATE — GERALD A. KILLION
and MARIAN B. KILLION

ALL that certain piece, parcel or
tract of land situate in the Bor-
ough of Chester Hill, Clearfield
County, Pennsylvania, bounded
and described as follows, to wit:

BEGINNING at the intersection
of the western line of Third and
the northern line of Walton Street,
in the Borough of Chester Hill;
thence by the northern line of
Walton Street South 54 degrees 7
minutes West, a distance of eighty-
five (85) feet to a sixteen (16)
foot alley; thence by said alley
North 36 degrees 25 minutes West,
a distance of two hundred seven-
teen (217) feet to corner of lot
No. 79; thence by said lot North

54 degrees 7 minutes East, a dis-
tance of eighty-five (85) feet to
the western line of Third Street;
thence by said Street South 36 de-
grees 25 minutes East, a distance
of two hundred seventeen (217)
feet to the place of beginning.
Being lots Nos. 78, 77, 76, 79 and 90
and abandoned 12 foot alley at the
rear of lots Nos. 89 and 90 in the
proposed plan of McGirk Addi-
tion to Chester Hill.

UNDER AND SUBJECT, Never-
theless, to such express and/or
implied exceptions, reservations,
conditions, easements, covenants
restrictions, conveyances and lim-
itations as are contained in all
prior deeds.

BEING the same premises
which George H. Wood and Mary
J. Wood, his wife, by deed dated
June 25, 1958 and recorded in
Clearfield County in Deed Book
46, page 475 granted and convey-
ed to Gerald A. Killion and Ma-
rian B. Killion, his wife.

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

Gerald A. Killion and Marian B.
Killion, Borough of Chester Hill,
Clearfield County, Pa., at the suit
of First National Bank of Philips-
burg, Pa., on Judgment No. 84
February Term, 1961, Writ of Ex-
ecution No. 4 February 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 an in-
stance 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 distribu-
tion will be filed by the Sheriff in
his office the first Monday follow-
ing 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. 3:16-23-30-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

: SS:

NTY OF CLEARFIELD :

On this 30th day of March, A. D. 1961,
re me, the subscriber, a Notary Public in and for said County and
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
County of Clearfield and State of Pennsylvania, and established
5, 1913, and that the annexed is a true copy of a notice or
advertisement published in said publication in the regular issues of

March 16, 23 and 30, 1961. And that the affiant
is interested in the subject matter of the notice or advertising, and
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.

Mrs. Margaret M. Hennel
Notary Public

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

Sheriff's Sale of April 7th 1961

STATEMENT OF RETURNED TAX

CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD, PA., March 20, 1961

Mr. Charles G. Ammerman, Sheriff

Clearfield, Pa.

Taxes returned by }
Tax Collector against } Shop & 5 L

Assessed in the name of Gerald A. & Marian B. Killion

Chester Hill

Boro.
XWYX

19 59	Amount Returned	\$ Not returned
Interest to		\$
Get 1960 statement from Tax Collector		\$
William B. McFeeeters.		
19	Amount Returned	\$
Interest to	\$	
	\$	\$

Total Amount Due \$ -----

If paid after ----- Add \$ ----- 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

A. B. SHAW
SOLICITOR



WILLIAM D. BURT
CHIEF DEPUTY SHERIFF

MARVIN FINK
DEPUTY SHERIFF

MICHAEL J. PIROW
DEPUTY SHERIFF
(JAIL WARDEN)

OFFICE OF THE
Sheriff of Clearfield County
Clearfield, Pennsylvania

March 13, 1961

William B. McFeeters
Tax Collector
311 Ida Street
Philipsburg, Pa.

Dear Sir:

Request that you notify this office immediately of the Taxes due your office from the estate of Gerald A. Killion and Marian B. Killion, located in Chester Hill Borough.

Please indicate the date and amount that penalties become due.

Very truly yours,

CHARLES G. AMMERMAN
Sheriff

March 15, 1961

Dear Mr. Ammerman:

Taxes on the above property amount to \$429.88 (including the \$409.41 tax levy and \$20.47 penalty). This item of property is listed as Shop and 5 lots No. 76, 77, 78, 79, and 90. I believe this latter number should be "80."

Very truly yours,

W.B. McFeeters
Tax Collector

REGISTERED NO. 1478

Value \$ 1.00 Spec. del'y fee \$.
Fee \$.50 Ret. receipt fee \$.
Surcharge \$.00 Rest. del'y fee \$.
Postage \$.40 Airmail

POSTMARK

CLEARFIELD
MAR 14 1961
PA.

From *Al Shoup*

To *Donald R. Killian, Marmon
Steel, 414 E. Erie St.*

POD Form 3806 48-16-70493-4
Dec. 1959

SAVE THIS RECEIPT. Present it when making inquiry or
claim.

Claim must be filed within 1 year from the date of
mailing.

Consult postmaster as to fee chargeable on registered
Parcel Post packages addressed to foreign countries.

1 - INSTRUCTIONS TO DELIVERING EMPLOYEE

Deliver ONLY to
addressee

Show address where
delivered
(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

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

Donald A. Hillman

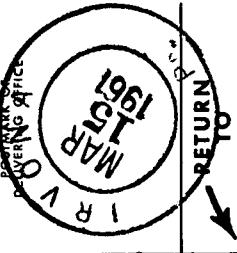
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

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

3-15-61

C55-16-71548-4 GPO

POST OFFICE DEPARTMENT <small>OFFICIAL BUSINESS</small>		<small>PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300</small>	
			
<p>INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.</p>			
REGISTERED NO.	NAME OF SENDER		
1478	<i>John J. Ammann</i>		
CERTIFIED NO.	STREET AND NO. OR BOX		
INSURED NO.	CITY, ZONE AND STATE		
<small>POSTAGE PAID</small>			

POD Form 3811 Jct. 1958

TO DICK REED, DR.

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

CLEARFIELD, PA.

April 3, 1961

ATTORNEY

Nº 67325

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

Mortgage Search

Gerald A. Tillion &
Marian Tillion

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

March 13, 1961

Gerald A. Killion
Marian B. Killion
414 E. Pine Street
Philipsburg, Pa.

Dear Sir and Madam:

By virtue of a Writ of Execution No. 4 February Term, 1961 (Judgment No. 84 February Term, 1961) at the suit of the First National Bank of Philipsburg, Pa., I have levied on the Real Estate of Gerald A. Killion and Marian B. Killion situated in Chester Hill Borough, Clearfield County, Pa., and date of Sheriffs Sale will be Friday April 7, 1961 at 10:00 o'clock A.M., in the Sheriffs Office in Clearfield, Pa., unless other arrangements are made to settle the debt of \$11,200.00 plus interest and costs.

Very truly yours,

CHARLES G. AMMERMAN
Sheriff

List of Liens vs. Gerald A. & Marion B. Killion

In the Court of Common Pleas of Clearfield County

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.....

Gerald A. Killion & Marian B. Killion.....
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 24th..... day of

March, A. D. 19 61.

Wm T. Hagerty..... Prothonotary

List of Liens

VERSUS

Gerald A. Killion

Marian B. Killion

FEE

STATE OF PENNSYLVANIA }
COUNTY OF CLEARFIELD }
SS.

I, Dick Reed, Recorder of Deeds, Etc., in and for said county,
do hereby Certify that I have examined the Records in my office
carefully and do ~~not~~ find ~~any~~ Mortgages against the following
named persons:

Gerald A. Killion al to First Penna. Banking & Trust Co. 183-188 -
\$14,000.00 - Dec. 19, 1958 - Chester Hill

Gerald A. Killion al to First National Bank, Phillipsburg, 189-449 -
\$12,000.00, March 24, 1960, Chester Hill

Marian B. Killion al to First Penna. Banking & Trust Co. 183-188 -
\$14,000.00, Dec. 19, 1958 - Chester Hill

Marian B. Killion al to First National Bank, Phillipsburg - 189-449 -
\$12,000.00, March 24, 1960, Chester Hill

In testimony Whereof, I have hereunto set my hand and official seal this 3.....
April....., A.D. 19.61..... Time..... 10:00 A. M.

Dick Reed
RECODER OF DEEDS

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 1964

SHERIFF'S SALE
OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania and to me direct, there will be exposed to public sale in the Sheriff's Office in the Courthouse in the Borough of Clearfield, on

FRIDAY, April 7, 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 Gerald A. Killion and Marian B. Killion, Borough of Chester Hill, Clearfield County, Pa., at the suit of First National Bank of Philipsburg, Pa., on Judgment No. 84 February Term, 1961, Writ of Execution No. 4 February 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. ALTMERMAN,
Sheriff

Directions to Newspaper

Clearfield Progress (Please publish once a week for three successive weeks, beginning March 16, 1961)

Clearfield Progress to prepare ten (10) Sales Cards.

DESCRIPTION OF REAL ESTATE -GERALD A. KILLION and
MARIAN B. KILLION

ALL that certain piece, parcel or tract of land situate in the Borough of Chester Hill, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the intersection of the western line of Third and the northern line of Walton Street in the Borough of Chester Hill; thence by the northern line of Walton Street South 54 degrees 7 minutes West, a distance of eighty five (85) feet to a sixteen (16) foot alley; thence by said alley North 36 degrees 25 minutes West, a distance of two hundred seventeen (217) feet to corner of lot No. 79; thence by said lot North 54 degrees 7 minutes East, a distance of eighty five (85) feet to the western line of Third Street; thence by said Street South 36 degrees 25 minutes East, a distance of two hundred seventeen (217) feet to the place of beginning. Being lots Nos. 78, 77, 76, 79 and 90 and abandoned 12 foot alley at the rear of lots Nos. 89 and 90 in the proposed plan of McGirk Addition to Chester Hill.

UNDER AND SUBJECT, Nevertheless, to such express and/or implied exceptions, reservations, conditions, easements, covenants restrictions, conveyances and limitations as are contained in all prior deeds.

"THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND."

BEING the same premises which George H. Wood and Mary J. Wood, his wife, by deed dated June 25, 1958 and recorded in Clearfield County in Deed Book 467, page 475 granted and conveyed to Gerald A. Killion and Marian B. Killion, his wife.

**DESCRIPTION OF REAL ESTATE -GERALD A. KILLION and
MARIAN B. KILLION**

ALL that certain piece, parcel or tract of land situate in the Borough of Chester Hill, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the intersection of the western line of Third and the northern line of Walton Street in the Borough of Chester Hill; thence by the northern line of Walton Street South 54 degrees 7 minutes West, a distance of eighty five (85) feet to a sixteen (16) foot alley; thence by said alley North 36 degrees 25 minutes West, a distance of two hundred seventeen (217) feet to corner of lot No. 79; thence by said lot North 54 degrees 7 minutes East, a distance of eighty five (85) feet to the western line of Third Street; thence by said Street South 36 degrees 25 minutes East, a distance of two hundred seventeen (217) feet to the place of beginning. Being lots Nos. 78, 77, 76, 79 and 90 and abandoned 12 foot alley at the rear of lots Nos. 89 and 90 in the proposed plan of McGirk Addition to Chester Hill.

UNDER AND SUBJECT, Nevertheless, to such express and/or implied exceptions, reservations, conditions, easements, covenants restrictions, conveyances and limitations as are contained in all prior deeds.

"THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND."

BEING the same premises which George H. Wood and Mary J. Wood, his wife, by deed dated June 25, 1958 and recorded in Clearfield County in Deed Book 467, page 475 granted and conveyed to Gerald A. Killion and Marian B. Killion, his wife.

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

Chestnut Hill Boro
Described at
On Pw

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

Gerald A. and Marva B.

Gilligan
Charles H. Zimmerman

Sheriff

Sheriff's Office, Clearfield, Pa.

Feb 23 1961

Writ of Execution. Mortgage Foreclosure.

FIRST NATIONAL BANK OF PHILIPSBURG

vs.

GERALD A. KILLION and
MARIAN B. KILLION

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

NO. 4 February

Term, 19 61

WRIT OF EXECUTION

Commonwealth of Pennsylvania

SS:

County of Clearfield

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	\$ 11,200.00
Insurance	76.76
Interest from July 15, 1960 to Feb. 15, 1961	\$ 394.66
Interest from February 15, 1961	
Costs (to be added) Attorneys B. S. & S.	\$ 7.50
Attys. Comm. 5%	
Pro. this writ	\$ 6.00

Wm. D. Wagner
Prothonotary

Deputy



Date February 16, 1961

Proth'y. No. 61

No. 84 February Term, 1961
No. 4 February Term, 1961

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

First National Bank of

Philipsburg, Pa.

vs.

Gerald A. Killion
Marian B. Killion

WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT \$11,200.00

Interest from 7/15/60 394.66
to 2/15/61
Prothonotary this writ 6.00

Use Attorney 7.50
Interest from 2/15/61
Use Plaintiff - -

Attorney's Comm. - 5%
Insurance - - - 76.76
Satisfaction - - -

Sheriff - - - - -
For her use
108 RECORDER OF DEEDS 5.50
2.00

RECEIVED WRIT THIS *14/2/61* day
of FEB 17 1961 A. D., 1961
at *3:30 PM*

at *Charles E. Zimmerman*
Sheriff

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

Bell, Silberblatt & Swoope
Attorney for Plaintiff(s)

Know all Men by these Presents,

THAT GERALD A. KILLION and MARIAN B. KILLION, his wife, of the Borough of Philipsburg, County of Centre and State of Pennsylvania, hereinafter called, *obligors*, are

held and firmly bound unto THE FIRST NATIONAL BANK OF PHILIPSBURG, PENNA., hereinafter called, *obligee*,

a corporation or body politic created by and existing under the laws of the

United States having its principal place of business in Philipsburg Borough, Centre County, Pennsylvania,

in the sum of ***Twenty-four thousand and 00/100 (\$24,000)*** Dollars, lawful money of the United States of America, to be paid to the said

The First National Bank of Philipsburg, Penna.,

its successors or assigns: to which payment well and truly to be made

they do bind themselves, their heirs, executors, and administrators and every of them, jointly and severally firmly by these presents. Sealed with their seals Dated the 26 day of March in the year of our Lord one thousand nine hundred and sixty (1960).

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said obligor s, their heirs, executors or administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the said obligee, its successors or assigns, the sum of

*** TWELVE THOUSAND AND 00/100 (\$12,000), DOLLARS***

like lawful money as aforesaid within five (5) years from the date hereof, together with interest on the unpaid principal debt at the rate of six per cent (6%) per annum; provided, however, such principal debt and interest shall be paid as follows:

Beginning one (1) month from the date hereof and on the same date of each and every month thereafter the Obligors shall pay to the Obligee the sum of TWO HUNDRED AND 00/100 (\$200.00) DOLLARS and each monthly payment shall be applied by the Obligee first to the payment of interest on the unpaid principal debt and the balance shall be applied on account of the principal debt; provided, however, the Obligors have the privilege of paying any additional amount on account of the principal debt on any monthly payment;

without any fraud or further delay; and also, from time to time, and at all times until payment of the said principal sum be made, as aforesaid, keep the building mentioned in the said Mortgage insured for the benefit of the mortgagee, in some good and reliable fire insurance company or companies licensed to transact business in the Commonwealth of Pennsylvania, in the amount of at least *** Twelve Thousand and 00/100 (\$12,000) Dollars***

and take out no insurance on said building, without mortgagee or loss payable clause for benefit of obligee, and if the obligors neglect to procure such fire insurance, or permit the policy or policies evidencing the same to lapse because of non-payment of premiums or otherwise, obligee may secure and take out such fire insurance in its own name, and the premium or premiums paid therefore by obligee shall be added to and be collected as a part of the principal sum due and in the same manner, together with interest thereon at the same rate as is payable on the said principal sum; and obligors further covenant to pay all taxes lawfully assessed and levied by any proper tax authority against the premises described in the said Mortgage as well as all lawful municipal claims including charges, whether or not reduced to liens, for paving, sidewalks and repairs thereto, sewers, and water rents charged by any municipality or any municipal authority; and upon demand therefor obligors shall exhibit to obligee proper receipts for such taxes and municipal claims, and that if obligors neglect to pay such taxes and municipal claims, obligee may pay the same or any part thereof and add the amount or amounts so paid, or the aggregate thereof, to said principal sum and collect the same with interest thereon in the manner provided in this Bond; then the above obligation to be void, or else to be and remain in full force and virtue. And the further condition of this obligation is such, that if at any time default shall be made in

the payment of the principal debt or any installment thereof or interest, or additions thereto as aforesaid, for the space of 30 days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said obligors, their heirs, executors, administrators or assigns, then and in such case the said principal sum shall, at the option of the said obligee, its successors or assigns, become due, and the payment of the same, with interest and costs of insurance due thereon, and additions as aforesaid, together with an attorney's commission of ~~one~~ 10 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, the obligor ~~s~~ do hereby empower any attorney of any court of record of the Commonwealth of Pennsylvania 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 obligee, its successor or assigns, and against said obligor ~~s~~ for the above penal sum of

Twenty four thousand and 00/100 (\$24,000.00) Dollars with cost of suit, with a full release of all errors, and without stay of execution after any default as aforesaid. And the obligor ~~s~~ also waive the right of inquisition upon any 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 the Fieri Facias their said voluntary condemnation; and they further agree that said real estate may be sold upon a Fieri Facias. And the said obligor ~~s~~ do hereby waive and release to the said obligee, its successors or 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

Gerald A. Killian
Gerald A. Killian

SEAL

Marian B. Killian
Marian B. Killian

SEAL

SEAL

Bond and Warrant

GERALD A. KILLION and MARIAN

B. KILLIAN, his wife.
TO

THE FIRST NATIONAL BANK OF
PHILIPSBURG, PENNA.

Dated March 1960

For

Payable,

[Handwritten signatures and initials over the signature line]

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

THE FIRST NATIONAL BANK :
OF PHILIPSBURG

: No. 84 Feb. Term, 1961

VS:

:

:

GERALD A. KILLION and
MARIAN B. KILLION

:

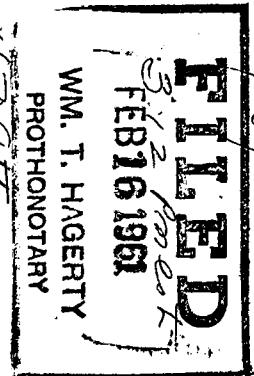
CONFESSTION OF JUDGMENT

By virtue of the Power of Attorney contained in the attached
Bond, I do hereby appear for Gerald A. Killion and Marian B. Killion,
jointly and severally and confess judgment against them, jointly and
severally, in favor of the First National Bank of Philipsburg, Pennsylvania
Plaintiff, for the sum of Twenty Four Thousand (\$24,000.00) Dollars.

Bernard L. Killion, Esq.
Attorneys for Plaintiff

Classified
Feb. 16-1961

84 Feb 1961



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

FIRST NATIONAL BANK OF : 84 Feb 1961
PHILIPSBURG :
VS: : No. 4 Feb Term, 1961
: :
GERALD A. KILLION and :
MARIAN B. KILLION : *gjtg*

PRAECIPE FOR WRIT

TO: WILLIAM T. HAGERTY, Prothonotary

Sir:

Issue Writ of Execution upon the above stated judgment
to collect debt, interest and costs. Said Judgment being entered upon a
O.I.
Bond secured by Mortgage.

Debt	\$ 11,200.00
Insurance	\$ 76.76
Interest July 15, 1960 to Feb. 15, 1961	\$ 394.66
Interest from Feb. 15, 1961	\$
Attorney's Commission 5%	\$

BELL, SILBERBLATT & SWOOP

Dated: February 16, 1961
Philipsburg, Pa.

By John M. Swoop
Attorneys for Plaintiff

All Waivers
Real Estate Sale

