

DOCKET NO. 173

Number Term Year

117 February 1961

County National Bank at Clearfield

Versus

Rebecca M. Welsh

Harry E. Mann

117 Feb 1961

For value received I/We hereby assign the within note to The County National Bank At Clearfield and guarantee payment thereof in accordance with its terms. And further I/We empower the holder or any attorney of any Court of Record to confess judgment at any time against me / us jointly or severally for the sum named in this note together with ten per cent Attorney's Commission hereby waiving inquisition and all the benefits of

Rebecca M. Welsh

Harry E. Mann



FEB 14 1961

DATE OF
PAYMENT

DATE INT.
PAID TO
1-15-61

%

P A Y M E N T
INTEREST

PRINCIPAL

BALANCE OF

TICKLE FOR
3-15-61

11 04

10 89

28 96

2 287 05

3-15-61

I hereby certify the precise residence address of the within judgment creditor is corner of Second & Market Street, Clearfield, Pa. and the last known address of the defendant is 309 Ogden Avenue Clearfield, Pa.

THE COUNTY NATIONAL BANK
CLEARFIELD, PA.
Vice President & Cashier

FEB 21 1961
WM. T. HAGERTY
PROTHONOTARY
S. S. 2/24/61

Clearfield, Pa., January 15, 1961

No. 3061

For Value Received I/We promise to pay to the order of

THE COUNTY NATIONAL BANK AT CLEARFIELD, PA.

the sum of

Twenty three hundred seven and 05/100

Dollars

\$ 2207.05

without defalcation, with interest at the rate of 6% per annum, payments to be made at the rate of
\$ 40.00 per month beginning February 15, 1961, to be applied first to

interest and the balance to principal, the entire unpaid balance to be paid.

In case said installments, or any of them, are not paid within 15 days after the same become due, or any fire insurance premiums or taxes on any property against which this note may be entered as a lien are not paid when due, the whole of said principal sum shall forthwith become due and payable at the option of the holder of this note.
In event that I/ We shall fail to make any payment herein provided for at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of 15 days, I/ We promise to pay a "late charge" of five cents (5) for each dollar so overdue, for the purpose of defraying the expense of following up and handling the said delinquent payment.
I/ We hereby expressly waive Inquisition, stay of execution and the benefit of all exemption laws, and I/ We further empower the holder or any attorney of any Court of Record within the United States to appear for me/us and confess judgment against me/us for the above sum, with above waivers, costs of suits, release of errors and with ten per cent Attorney's Commission.

Payable at the County National Bank at Clearfield, Pa.

ADDRESS

140 Liberty Street

Clearfield, Pa.

SEAL

DUE

Stewart, To.

Harry E. Stewart

SEAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK at
Clearfield, Pennsylvania

-vs-

HARRY E. MANN and
REBECCA MANN WELSH

:
:
: No. 117 February Term, 1961
:
:
:
:

RELEASE OF LIEN OF JUDGMENT

WHEREAS, the County National Bank at Clearfield, Pennsylvania, has obtained a judgment in the Court of Common Pleas of Clearfield County, Pennsylvania, against Harry E. Mann and Rebecca Mann Welsh, said judgment being dated February 21, 1961, and filed in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 117 February Term, 1961, for the sum of Two Thousand Two Hundred and Seven and 05/100 (\$2,207.05) Dollars and costs, which judgment now remains a lien on all the real estate of the said Harry E. Mann within the County aforesaid.

AND WHEREAS, the said Harry E. Mann has requested that ALL those certain tracts of land situate, lying and being in the Second Ward of the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Beginning at a post at the corner of lands (now or formerly) of Andrew Guthmiller on West Long Avenue; thence by line of West Long Avenue, twenty four (24) feet to a post at other lands (now or formerly) of R. H. Moore, thence by line of said other lands (now or formerly) of R. H. Moore at all points twenty-four (24) feet distant from and parallel with the line of the Andrew Guthmiller lot above named ninety (90) feet to a post at other lands (now or formerly) of R. H. Moore; thence in a line at all points ninety (90) feet distant from and parallel with the first mentioned line of West Long Avenue Easterly twelve (12) feet to a post; thence in a line parallel with and twelve feet (12) distant from the line of the Guthmiller lot Southerly twenty-two and eight-tenths (22.8) feet, more or less, to a post at other lands (now or formerly) of R. H. Moore; thence still by other lands (now or formerly) of R. H. Moore in an Easterly direction in a line parallel with and ten (10) feet distant from the rear line of the Guthmiller lot thirty-nine and four-tenths (39.4)

feet, more or less, to a post at High Street (alley); thence Northerly by line of said High Street (alley) ten (10) feet to a post at corner of land of Andrew Guthmiller; thence by the rear line of the Guthmiller lot Westerly twenty-six and six-tenths (26.6) feet to a post at the inside rear corner of the same; thence by line of the said Guthmiller lot Northerly one hundred and two and eight-tenths (102.8) feet, more or less, to a post at West Long Avenue, the place of beginning.

THE SECOND THEREOF: Beginning at a post at the lands hereinbefore described in line with the front wall of the brick building of R. H. Moore on adjoining lands; thence by line of said lands in a Southerly direction seventy (70) feet to a post; thence in a line parallel with West Long Avenue one (1) foot to a post at other lands of R. H. Moore; thence by said lands in a line parallel with and at all points one (1) foot distant from the first mentioned line seventy (70) feet in a Northerly direction to a post in line with the said R. H. Moore brick building; thence in an Easterly direction one (1) foot to a post at lands hereinbefore described, the place of beginning; being a strip of land one (1) foot by seventy (70) feet in size; and said Second piece of land as described, under and subject to the terms, conditions and covenants contained in a party wall agreement, on the said second piece of land as described, made by the predecessors in title to the lands herein described, and R. H. Moore during his lifetime, said party wall agreement dated the 3rd day of July, 1897, and recorded at Clearfield, Pa. in Deed Book Volume 98, page 28.

The foregoing being the said lands vested in Frank J. Sutter during his lifetime by deed of Leona H. Curry, et vir, as recorded in Clearfield, Pa., in Deed Book 339, page 415. The said Frank J. Sutter died testate July 25, 1952, and the said lands conveyed to Harry E. Mann, et ux, by DuBois Deposit National Bank as Executor of the Estate of Frank J. Sutter, deceased, by deed dated November 21, 1952, and recorded in Clearfield, Pa. in Deed Book 425, page 398.

should be exonerated and discharged from the lien and operation of the judgment aforesaid.

NOW KNOW YE, that the said County National Bank at Clearfield, Pennsylvania, favoring the request of the said Harry E. Mann, and in consideration of one dollar lawful money of the United States, at the execution hereof by the said Harry E. Mann well and truly paid, the receipt whereof is hereby acknowledged, has exonerated and discharged, and hereby does exonerate and

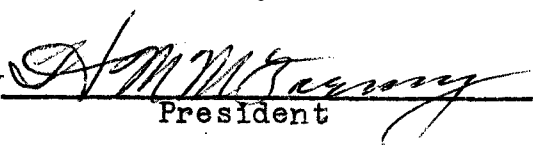
discharge the above described messuage, piece or parcel of land, with the appurtenances, of and from the lien and obligation of the said judgment, and of and from all suits, actions, executions, costs, damages, and demands whatsoever, for or on account, or by reason of the said judgment; provided, however, that nothing herein contained shall be construed so as to impair the operation of the said judgment against the said Harry E. Mann and his estates other than against the messuage, piece or parcel of land hereinbefore expressly mentioned and described.

IN WITNESS WHEREOF, the said County National Bank at Clearfield, Pennsylvania, has caused this instrument to be signed in its corporate name by its President, and has caused to be affixed hereunto the common and corporate seal of the said County National Bank of Clearfield, Pennsylvania, attested by its Cashier, this -10th day of March, 1961.

ATTEST:

COUNTY NATIONAL BANK at Clearfield,
Pennsylvania


Cashier

By 
President

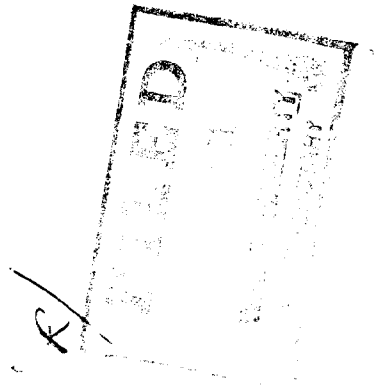
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENN-
SYLVANIA, No. 117 February
Term, 1961

COUNTY NATIONAL BANK
at Clearfield, Pa.

-vs-

HARRY E. MANN and
REBECCA MANN WELSH

RELEASE OF LIEN
OF JUDGMENT



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