

DOCKET NO. 174

NUMBER	TERM	YEAR
117	September	1961

Dorothy Hersh and

Paul J. McMonigal

VERSUS

Windsor Mutual Insurance Co., Inc.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOROTHY HERSH AND PAUL J.  
McMONIGAL

VS.

No. 117 September Term, 1961

WINDSOR MUTUAL INSURANCE COMPANY, INC.

PRAECIPE FOR SUMMONS  
IN ASSUMPSIT

To William T. Hagerty, Esq., Prothonotary:

Issue Summons in Assumpsit in the above case.

  
ATTORNEY FOR PLAINTIFFS

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

No. 117 September Term, 1961

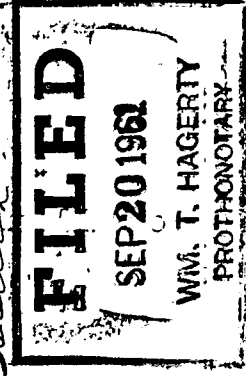
DOROTHY HERSH AND PAUL J.  
McMONIGAL

VS.

WINDSOR MUTUAL INSURANCE  
COMPANY, INC.

PRAECIPE FOR SUMMONS  
IN ASSUMPSIT

*forward*  
487



*6.50 Atty*

Dorothy Hurl  
Paul J. McMongel  
VERSUS

Windsor Mutual  
Insurance Co. Inc

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

No. 117 Term Sept 19 61

To Wm T. Hagerly  
Prothonotary.

Sir: Enter our appearance for Defendant

in above case.

q [Signature]  
Attorney for Defendant

No. 117 Term Sept 1961

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VS.

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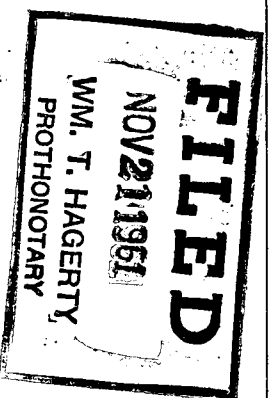
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APPEARANCE

For \_\_\_\_\_

(e)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOROTHY HERSH AND  
PAUL J. McMONIGAL

VS.

WINDSOR MUTUAL  
INSURANCE CO., INC.

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(  
)  
(  
)  
(  
)

No. 177 September Term 1961

IN ASSUMPSIT

TO: WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Enter rule on the Plaintiff above named to file a complaint  
within twenty (20) days, or non pros.

AMMERMAN & BLAKLEY

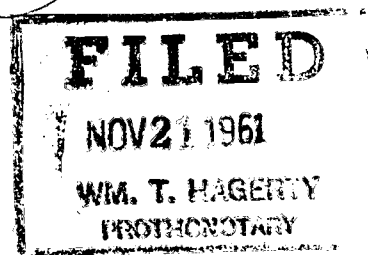
By



Attorneys for Defendants

*Nov 21 1961*

*Service accepted. Assurance of rule waived  
by Lawrence P. Kramer  
atly for plaintiffs*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOROTHY HERSH AND  
PAUL J. McMONIGAL

vs.

No. 117 September Term, 1961

WINDSOR MUTUAL INSURANCE  
COMPANY

COMPLAINT IN ASSUMPSIT

The Plaintiffs seek to recover on the following facts:

1. The Plaintiffs are Dorothy Hersh, R. D. 1, West Decatur, Pa., and Paul J. McMonigal, High Street, Clearfield, Pa., and are mother and son and both are adults.
2. The defendant is the Windsor Mutual Insurance Company of Hamburg, Pennsylvania, a Pennsylvania Insurance Company engaged in the insuring of properties against loss by fire and having its principal office at Hamburg, Pennsylvania.
3. That as of May 16, 1959, the defendant issued to plaintiffs a policy of fire insurance for a term of five years insuring against loss by fire a two story frame dwelling house situate on the west side of Long Run Road two miles west of Mineral Springs in Boggs Township, Clearfield County, and upon household and personal property contained therein.
4. That the said policy was prepaid and in full force and effect on September 21, 1960.
5. That the dwelling house and contents were destroyed by fire on September 21, 1960.
6. That the insurance company was duly notified thereof.

7. That on March 2, 1961, defendant refused payment of said policy and continues to refuse payment thereof.

8. That by reason of a loss sustained the defendant is liable to the Plaintiffs in the amount of \$10,000.00.

WHEREFORE, Plaintiffs seek judgment against the defendant for the sum of \$10,000.00 with costs and with interest.

Lawrence P. Thomas  
ATTORNEY FOR PLAINTIFFS

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

Before me, the Prothonotary, William T. Hagerty, personally appeared Dorothy Hersh who being duly sworn according to law deposes and says that the facts set forth in the foregoing Complaint in Assumpsit are true.

Dorothy Hersh

Sworn to and subscribed before me  
this 29th day of November, 1961.

William T. Hagerty

PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1962



Windsor

No. N-55339

NON-ASSESSABLE



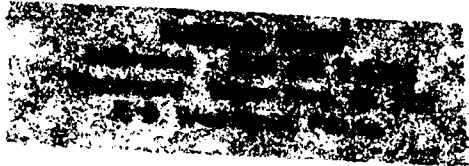
# Mutual Insurance Company

HAMBURG, PENNSYLVANIA

INCORPORATED MARCH 7TH 1846

Insured's Name and Mailing Address

Dorothy Hersh & Paul J. McMonigal  
West Decatur R. D. #1, Penna.



May 16, 1959 May 16, 1964  
Inception (Mo. Day Yr.) Expiration (Mo. Day Yr.)

Five  
Years

N-40242  
Renewal of

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED THEREON OR ADDED THERETO.

AMOUNT	RATE	PREMIUM IF PAID IN FULL AT INCEPTION	PREMIUM IF PAID IN INSTALLMENTS		PERIL(S) Insured Against and Coverage(s) Provided (Insert Name of Each)
			AMOUNT DUE AT INCEPTION	AMOUNT DUE AT EACH SUBSEQUENT ANNIVERSARY	
\$ 10,000.00	\$ .25-20¢x4.52	\$	\$ 20.00	\$ 17.60	FIRE AND LIGHTNING
xxxxxxx	\$ .10-20¢x4.52	\$	\$ 8.00	\$ 7.04	EXTENDED COVERAGE
		\$	\$	\$	
		\$	\$	\$	
		TOTAL(S) \$	\$ 28.00	\$ 24.64	
\$ 126.56 TOTAL PREMIUM FOR POLICY ON INSTALLMENT BASIS					

Item No.	Amount Fire or Fire and Extended Coverage, or Other Peril	Per Cent of Co-Insurance Applicable	DESCRIPTION AND LOCATION OF PROPERTY COVERED <small>Show construction, type of roof and occupancy of building(s) covered or containing the property covered. If occupied as a dwelling state number of families.</small>
1.	\$ 7000.00		On a two-story frame with approved roof dwelling, situated on the West side of Long Run Road, two (2) miles West of Mineral Springs, Boggs Twp., Clearfield Co., Penna.
2.	3000.00		On household and personal property while contained in the above described dwelling.

Subject to Form No(s). 1 (10-58) 766-B (1-57)

Mortgage Clause: Subject to the provisions of the mortgage clause attached to policy, loss, if any, on building items, shall be payable to: The County National Bank, Clearfield, Penna. - Judgment Creditor

*Michael L. Lick* Agent

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS THEREIN OR ADDED THERETO AND OF the premium above specified, this Company, for the term of years specified above from inception date shown above At Noon (Standard Time) to expiration date shown above At Noon (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, has insured the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THE POLICY, EXCEPT AS THEREINAFTER PROVIDED, to the property described therein while located or contained as described in the policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in the policy, but not elsewhere.

This is furnished simply as a memorandum of said Policy as it stands at the date of issue hereof, and is given as a matter of information only and confers no rights on the holder and imposes no liability upon this Company.

THIS CERTIFIES, that policy numbered as above has been issued.

NO. 766-B

## INSTALLMENT PREMIUM ENDORSEMENT

In consideration of Insured's election to pay the premium in installments as indicated on the first page of this policy and of other provisions of this endorsement, the premium for this policy is hereby made payable in annual installments.

If the Insured is in default of any payment shown in this policy and the Company elects to cancel this policy, notice of cancellation shall be in accordance with the policy conditions, but in such case, any portions of the premium previously paid shall be earned by the Company.

If the policy is cancelled, any unpaid installment shall be deducted in arriving at the amount of return premium due the Insured.

RESOLE DEPARTMENT FORM

1 **Concealment, fraud.** This entire policy shall be void if, whether  
2 before or after a loss, the insured has will-  
3 fully concealed or misrepresented any ma-  
4 terial fact or circumstance concerning this insurance or the  
5 subject thereof, or the interest of the insured therein, or in case  
6 of any fraud or false swearing by the insured relating thereto.  
7 **Uninsurable and excepted property.** This policy shall not cover accounts, bills,  
8 currency, deeds, evidences of debt, money or  
9 securities; nor, unless specifically named  
10 hereon in writing, bullion or manuscripts.  
11 **Perils not included.** This Company shall not be liable for loss by  
12 fire or other perils insured against in this  
13 policy caused, directly or indirectly, by: (a)  
14 enemy attack by armed forces, including action taken by mili-  
15 tary, naval or air forces in resisting an actual or an immediately  
16 impending enemy attack; (b) invasion; (c) insurrection; (d)  
17 rebellion; (e) revolution; (f) civil war; (g) usurped power; (h)  
18 order of any civil authority except acts of destruction at the time  
19 of and for the purpose of preventing the spread of fire, provided  
20 that such fire did not originate from any of the perils excluded  
21 by this policy; (i) neglect of the insured to use all reasonable  
22 means to save and preserve the property at and after a loss, or  
23 when the property is endangered by fire in neighboring prem-  
24 ises; (j) nor shall this Company be liable for loss by theft.  
25 **Other Insurance.** Other insurance may be prohibited or the  
26 amount of insurance may be limited by en-  
27 dorsement attached hereto.  
28 **Conditions suspending or restricting insurance.** Unless other-  
29 wise provided in writing added hereto this Company shall not  
30 be liable for loss occurring  
31 (a) while the hazard is increased by any means within the con-  
32 trol or knowledge of the insured; or  
33 (b) while a described building, whether intended for occupancy  
34 by owner or tenant, is vacant or unoccupied beyond a period of  
35 sixty consecutive days; or  
36 (c) as a result of explosion or riot, unless fire ensue, and in  
37 that event for loss by fire only.  
38 **Other perils or subjects.** Any other peril to be insured against or sub-  
39 ject of insurance to be covered in this policy  
40 shall be by endorsement in writing hereon or  
41 added hereto.  
42 **Added provisions.** The extent of the application of insurance  
43 under this policy and of the contribution to  
44 be made by this Company in case of loss, and any other pro-  
45 vision or agreement not inconsistent with the provisions of this  
46 policy, may be provided for in writing added hereto, but no pro-  
47 vision may be waived except such as by the terms of this policy  
48 is subject to change.  
49 **Waiver of provisions.** No permission affecting this insurance shall  
50 exist, or waiver of any provision be valid,  
51 unless granted herein or expressed in writing  
52 added hereto. No provision, stipulation or forfeiture shall be  
53 held to be waived by any requirement or proceeding on the part  
54 of this Company relating to appraisal or to any examination  
55 provided for herein.  
56 **Cancellation of policy.** This policy shall be cancelled at any time  
57 at the request of the insured, in which case  
58 this Company shall upon demand and sur-  
59 render of this policy, refund the excess of paid premium above  
60 the customary short rates for the expired time. This pol-  
61 icy may be cancelled at any time by this Company by giving  
62 to the insured a five days' written notice of cancellation with-  
63 or without tender of the excess of paid premium above the pro-  
64 rata premium for the expired time, which excess, if not ten-  
65 dered, shall be refunded on demand. Notice of cancellation shall  
66 state that said excess premium (if not tendered) will be re-  
67 funded on demand.  
68 **Mortgagee interests and obligations.** If loss hereunder is made payable, in whole  
69 or in part, to a designated mortgagee not  
70 named herein as the insured, such interest in  
71 this policy may be cancelled by giving to such  
72 mortgagee a ten days' written notice of can-  
73 cellation.  
74 If the insured fails to render proof of loss such mortgagee, upon  
75 notice, shall render proof of loss in the form herein specified  
76 within sixty (60) days thereafter and shall be subject to the pro-  
77 visions hereof relating to appraisal and time of payment and of  
78 bringing suit. If this Company shall claim that no liability ex-  
79 isted as to the mortgagor or owner, it shall, to the extent of pay-  
80 ment of loss to the mortgagee, be subrogated to all the mort-  
81 gagee's rights of recovery, but without impairing mortgagee's  
82 right to sue; or it may pay off the mortgage debt and require  
83 assignment thereof and of the mortgage. Other provisions

84 relating to the interests and obligations of such mortgagee may  
85 be added hereto by agreement in writing.  
86 **Pro rata liability.** This Company shall not be liable for a greater  
87 proportion of any loss than the amount  
88 hereby insured shall bear to the whole insurance covering the  
89 property against the peril involved, whether collectible or not.  
90 **Requirements in case loss occurs.** The insured shall give immediate written  
91 notice to this Company of any loss, protect  
92 the property from further damage, forthwith  
93 separate the damaged and undamaged personal property, put  
94 it in the best possible order, furnish a complete inventory of  
95 the destroyed, damaged and undamaged property, showing in  
96 detail quantities, costs, actual cash value and amount of loss  
97 claimed; and within sixty days after the loss, unless such time  
98 is extended in writing by this Company, the insured shall render  
99 to this Company a proof of loss, signed and sworn to by the  
100 insured, stating the knowledge and belief of the insured as to  
101 the following: the time and origin of the loss, the interest of the  
102 insured and of all others in the property, the actual cash value of  
103 each item thereof and the amount of loss thereto, all encum-  
104 brances thereon, all other contracts of insurance, whether valid  
105 or not, covering any of said property, any changes in the title,  
106 use, occupation, location, possession or exposures of said prop-  
107 erty since the issuing of this policy, by whom and for what  
108 purpose any building herein described and the several parts  
109 thereof were occupied at the time of loss and whether or not it  
110 then stood on leased ground, and shall furnish a copy of all the  
111 descriptions and schedules in all policies and, if required, verified  
112 plans and specifications of any building, fixtures or machinery  
113 destroyed or damaged. The insured, as often as may be reason-  
114 ably required, shall exhibit to any person designated by this  
115 Company all that remains of any property herein described, and  
116 submit to examinations under oath by any person named by this  
117 Company, and subscribe the same; and, as often as may be  
118 reasonably required, shall produce for examination all books of  
119 account, bills, invoices and other vouchers, or certified copies  
120 thereof if originals be lost, at such reasonable time and place as  
121 may be designated by this Company or its representative, and  
122 shall permit extracts and copies thereof to be made.  
123 **Appraisal.** In case the insured and this Company shall  
124 fail to agree as to the actual cash value or  
125 the amount of loss, then, on the written demand of either, each  
126 shall select a competent and disinterested appraiser and notify  
127 the other of the appraiser selected within twenty days of such  
128 demand. The appraisers shall first select a competent and dis-  
129 interested umpire; and failing for fifteen days to agree upon  
130 such umpire, then, on request of the insured or this Company,  
131 such umpire shall be selected by a judge of a court of record in  
132 the state in which the property covered is located. The ap-  
133 praisers shall then appraise the loss, stating separately actual  
134 cash value and loss to each item; and, failing to agree, shall  
135 submit their differences, only, to the umpire. An award in writ-  
136 ing, so itemized, of any two when filed with this Company shall  
137 determine the amount of actual cash value and loss. Each  
138 appraiser shall be paid by the party selecting him and the ex-  
139 penses of appraisal and umpire shall be paid by the parties  
140 equally.  
141 **Company's option.** ~~It shall be optional with this Company to~~  
142 ~~take all, or any part, of the property of the~~  
143 ~~insured or to appraise the property destroyed or damaged with~~  
144 ~~in mind the actual cash value, and also to re-~~  
145 ~~quire the insured to submit to examination under oath, at any~~  
146 ~~reasonable time, and give~~  
147 ~~notice of its intention so to do within thirty days after~~  
148 ~~the loss.~~  
149 **Abandonment.** ~~Hereby the insured irrevocably and exclusively assigns to this Com-~~  
150 ~~pany all interest in and to the property covered by this policy,~~  
151 ~~and if any property,~~  
152 ~~shall be deemed to have been abandoned to this Company~~  
153 ~~upon the filing of this policy.~~  
154 **When loss payable.** ~~may be made payable to the insured or to the mortgagee, as herein provided, or~~  
155 ~~received by this Company and ascertainment of the loss is made~~  
156 ~~either by agreement between the insured and this Company ex-~~  
157 ~~pressed in writing or by the filing with this Company of an~~  
158 ~~award as herein provided.~~  
159 **Suit.** No suit or action on this policy for the recovery  
160 of any claim shall be sustainable in any  
161 court of law or equity unless all the requirements of this policy  
162 shall have been complied with, and unless commenced within  
163 twelve months next after inception of the loss.  
164 **Subrogation.** This Company may require from the insured  
165 an assignment of all right of recovery against  
166 any party for loss to the extent that payment therefor is made  
167 by this Company.

Provisions referred to in and made part of this form.

(f) Electrical Apparatus Classes This company shall not be liable for any loss resulting from any electrical injury or disturbance to electrical appliances, devices or wiring from artificial causes unless fire causes and, if fire does cause, this company shall be liable only for its proportion of loss caused by such causing fire.

(g) The following classes identified by "Letter" are effective only when indicated on the first page of this policy as applying or as hereinafter endorsed.

Class "A"—Protection: Property described is located within 500 feet of a public fire hydrant.

Class "B"—Sand-Protection: Property described is located within 5 miles of a public fire department.

Mortgagee Classes This Mortgagee Class is only effective when policy is made payable to a designated mortgagee.

Less, if any, under this policy, shall be payable to the mortgagee (or trustee) as interest may appear, under all present or future mortgages upon the property herein described in which the mortgagee may have an interest as mortgagee (or trustee), in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises

for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same. Provided, also, that the mortgagee (or trustee) shall notify this company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this policy it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation and shall then cease, and this company shall have the right, on like notice, to cancel this agreement.

Whenever this company shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may at its option, pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

## SECTION IX EXTENDED COVERAGE ENDORSEMENT

(Perils of Windstorm, Hail, Explosion, Riot, Riot Attending a Strike, Civil Commotion, Aircraft, Vehicles, Smoke, Except as Hereinafter Provided)

Effective only when rate and premium for extended coverage is inserted in the space provided on the first page of this policy, or as hereinafter endorsed.

Subject to provisions and stipulations (hereinafter referred to as "provisions") herein and in the policy to which this Endorsement is attached, including endorsements thereon, the coverage of this policy is extended to include direct loss by WINDSTORM, HAIL, EXPLOSION, RIOT, RIOT ATTENDING A STRIKE, CIVIL COMMOTION, AIRCRAFT, VEHICLES AND SMOKE.

This Endorsement does not increase the amount or amounts of insurance provided in the policy to which it is attached.

If this policy covers on two or more items, the provisions of this Endorsement shall apply to each item separately.

Substitution of Terms: In the application of the provisions of this policy, including endorsements (but not this Endorsement), to the perils insured against by this Extended Coverage Endorsement, wherever the word "fire" appears there shall be substituted therefor the peril involved or the loss caused thereby, as the case requires.

Apportionment Clause: This company shall not be liable for a greater proportion of any loss less the amount of deductible, if any, from any peril or perils included in this Endorsement than (1) the amount of insurance under this policy bears to the whole amount of fire insurance covering the property, or which would have covered the property except for the existence of this insurance, whether collectible or not, and whether or not such other fire insurance covers against the additional peril or perils insured hereunder, (2) nor for a greater proportion of any loss less the amount of deductible, if any, than the amount hereby insured bears to all insurance whether collectible or not, covering in any manner such loss, or which would have covered such loss except for the existence of this insurance; except if any type of insurance other than fire extended to cover additional perils or windstorm insurance applies to any loss to which this insurance also applies, or would have applied to any such loss except for the existence of this insurance, the limit of liability of each type of insurance for such loss, hereby designated as "joint loss", shall first be determined as if it were the only insurance and this type of insurance shall be liable for no greater proportion of joint loss than the limit of its liability for such loss bears to the sum of all such limits. The liability of this company (under this Endorsement) for such joint loss shall be limited to its proportionate part of the aggregate limit of this and all other insurance of the same type. The words "joint loss", as used in the foregoing, mean that portion of the loss in excess of the highest deductible, if any, to which this Endorsement and other types of insurance above referred to both apply.

Nuclear Exclusion Clause No. 1: Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not insured against by this Extended Coverage Endorsement, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles or smoke; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke".

War Risk Exclusion Clause: This company shall not be liable for loss caused, directly or indirectly, by: (a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack, (1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by an agent of any such government, power, authority or forces; (b) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Water Exclusion Clause: This company shall not be liable for loss caused by, resulting from, contributed to or aggravated by any of the following:

- flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
- water which backs up through sewers or drains;
- water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless loss by fire or explosion causes, and this company shall then be liable only for such causing loss.

Waiver of Policy Provisions: A claim for loss from perils included in this Endorsement shall not be barred because of change of occupancy, nor because of vacancy or unoccupancy.

Loss Deductible Clause: It is a condition of this Extended Coverage Endorsement, that, in accordance with the provisions hereinafter contained, the sum of Fifty Dollars (\$50.00) shall be deducted from the amount of loss resulting from each windstorm or hailstorm. This condition shall apply separately to each building or structure and separately to personal property in the open. This Loss Deductible Clause does not apply to contents in any building.

This company shall be liable for its proportion of the loss in excess of Fifty Dollars (\$50.00) deducted in accordance with the apportionment provisions of this Extended Coverage Endorsement.

The provisions of this Loss Deductible Clause shall not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rents or Leasehold Interest.

Provisions Applicable Only to Windstorm and Hail: This company shall not be liable for loss caused directly or indirectly by (a) frost or cold weather, or (b) ice (other than hail), snow or sleet, whether driven by wind or not. This company shall not be liable for loss to the interior of the building(s) or the property covered therein caused (a) by rain, snow, sand or dust, whether driven by wind or not, unless the building(s) covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct force of wind or hail and then shall be liable for loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sand or dust entering the building(s) through openings in the roof or walls made by direct action of wind or hail, or (b) by water from sprinkler equipment or other piping, unless such equipment or piping be damaged as a direct result of wind or hail.

Unless liability therefor is specifically assumed in the form attached to this policy or by endorsement hereon, this company shall not be liable for damage to the following property: (a) grain, hay, straw or other crops outside of buildings, or (b) windmills, windpumps or their towers, or (c) crop silos (or other contents), or (d) awnings, signs, outdoor radio and television antennas and aerials including their lead-in wiring, masts and towers, metal smoke stacks, lawns, trees, shrubs and plants.

Provisions Applicable Only to Explosion: Loss by explosion shall include direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. However, this company shall not be liable for loss by explosion, rupture or bursting of:

- steam boilers, steam pipes, steam turbines or steam engines; or
- rotating parts of machinery caused by centrifugal force;

if owned by, leased by or actually operated under the control of the insured. The following are not explosions within the intent or meaning of these provisions:

- Concussion unless caused by explosion,
- Electrical arcing,
- Water hammer,
- Rupture or bursting of water pipes.

Any other explosion clause made a part of this policy is superseded by this Endorsement.

Provisions Applicable Only to Riot, Riot Attending a Strike and Civil Commotion: Loss by riot, riot attending a strike or civil commotion shall include direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. Unless specifically endorsed hereon in writing this company shall not be liable, however, for loss resulting from damage to or destruction of the described property owing to change in temperature or humidity or interruption of operations whether or not such loss is covered by this policy as to other perils.

Provisions Applicable Only to Loss by Aircraft and Vehicles: The term "vehicles", as used in this Endorsement, means vehicles running on land or tracks but not aircraft. Loss by aircraft or by vehicles shall include only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered hereunder or with the building containing the property covered hereunder, except that loss by aircraft includes direct loss by objects falling therefrom. This company shall not be liable, however, for loss (a) by any vehicle owned or operated by the insured or by any tenant of the described premises; (b) by any vehicle to fences, driveways, walks or lawns; (c) to any aircraft or vehicle including contents thereof other than stocks of aircraft or vehicles in process of manufacture or for sale.

Provisions Applicable Only to Smoke: The term "smoke," as used in this Endorsement means only smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or by a vent, and while in or on the premises described in this policy, excluding, however, smoke from fireplaces or industrial apparatus.

Provisions Applicable Only When This Endorsement is Attached to a Policy Covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rents, Leasehold Interest, or Consequential Loss: When this Endorsement is attached to a policy covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rents, Leasehold Interest, or Consequential Loss, the term "direct," as applied to loss means loss, as limited and conditioned in such policy, resulting from direct loss to the insured property from perils insured against; and, while the business of the described building(s) of the described building(s) is interrupted by a strike at interference by any person(s) with rebuilding, repairing or replacing the property damaged or destroyed or with the resumption or continuation of business.

## DWELLING BUILDING(S) AND CONTENTS FORM No. 1 (Edition Date 6-59)

### SECTION I

(a) Unless otherwise provided, all provisions of this form and of the policy to which it is attached shall apply separately to each item covered and insurance attaches only to those items specifically described on the first page of this policy for which a specific amount is shown in the space provided therefor and then only for this company's pro rata proportion of each item covered, amounting in the aggregate to the total amount of insurance under this policy.

(b) The term "Dwelling" as used herein is defined as a residential building occupied by not exceeding four families (or four apartments) with privilege for accommodations of not exceeding five roomers or boarders, and for business or professional or telephone exchange office(s) or funeral parlor without display or storage of caskets and with total space occupied for office purposes or funeral parlor not exceeding 750 square feet; or Day Nurseries with residential occupancy; or Ecclesiastical Residences.

(c) Any loss hereunder shall not reduce the amount of this policy.

(d) If this policy is cancelled at the request of the insured, the total premium retained by the company shall be not less than \$7.50.

### SECTION II

**DWELLING COVERAGE:** (a) When the insurance under this policy covers a dwelling, such insurance shall include building equipment and fixtures and outdoor equipment pertaining to the service of the premises (if the property of the owner of the dwelling), while located on the premises described on the first page of the policy, but not trees, shrubs, plants or lawns.

(b) **Dwelling Coverage Extension:** (1) The insured may apply up to ten per cent (10%) of the amount specified for the principal dwelling item as an additional amount of insurance to cover private structures appertaining to the premises described and located thereon, but not structures used for commercial, manufacturing or farming purposes, nor any structure, (except when used exclusively for garage purposes) rented or leased to other than a lessee of the dwelling covered.

(2) The insured may apply up to ten per cent (10%) of the amount of insurance specified for the principal dwelling item as an additional amount of insurance to cover rental value as hereinafter defined, but not exceeding one-twelfth (1/12) of said ten per cent (10%) for each month the principal dwelling or appurtenant private structures (except those used for commercial, manufacturing or farming purposes) or parts thereof are untenable.

### SECTION III

**CONTENTS COVERAGE:** (a) When the insurance under this policy covers household and personal property (or contents), such insurance shall only cover all household and personal property usual or incidental to the occupancy of the premises as a dwelling (except aircraft, motor vehicles and boats other than rowboats and canoes), including household and personal property purchased under an installment plan and usual or incidental to a dwelling, belonging to the insured or for which the insured may be liable or, at the option of the insured belonging to a member of the family of the insured or to a servant thereof, while contained in the described dwelling or appurtenant private structures (except those used for commercial, manufacturing or farming purposes) or while in the open on the described premises.

(b) If, during the term of this policy, property described under the household and personal property item and covered thereby is removed to another location within the limits of this State and occupied in whole or in part as the insured's residence, this policy shall cover such property while at such new location up to the amount specified for the household and personal property item and shall cease to cover at the former location, except that during the period of removal this policy shall cover at each location in the proportion that the value of the described property at each location bears to the aggregate value at both locations.

(c) **Consequential Loss Assumption Clause:** (1) This policy also covers loss to personal property covered herein, while contained in the building(s), described, due to change of temperature as a result of physical damage to said building(s) or equipment therein, caused by a peril insured against.

(2) This company shall not be liable hereunder for any loss specifically excluded under: (a) the Riot provisions of the Extended Coverage Endorsement if effective under this policy; nor, if also attached, (b) the Vandalism and Malicious Mischief Endorsement.

(d) **Contents Coverage Extension:** (1) The insured may apply up to ten per cent (10%) of the amount specified for the household and personal property item to cover property described therein, excluding property held for sale, or rental, or rented to others (except property in a residence of the insured, if rented only occasionally), rowboats, canoes, animals and pets, belonging to the insured, or any member of the family residing with the insured, while elsewhere than on the described premises but limited to that part of Continental North America within the borders of the United States, Alaska and Canada. However, this extension shall in no wise insure, directly or indirectly, to the benefit of any carrier or other bailee.

(2) The insured (if not the owner of the described premises) may apply up to ten per cent (10%) of the amount specified for the household and personal property item to cover improvements, alterations or additions to the above described dwelling and private structures appertaining thereto (except those used for commercial, manufacturing or farming purposes).

(c) Loss, if any, under the household and personal property item shall be adjusted with and payable to the specifically named insured unless other payee(s) is specifically named hereunder.

### SECTION IV

**AS RESPECTS THE TEN PER CENT (10%) EXTENSIONS UNDER THE DWELLING COVERAGE AND CONTENTS COVERAGE ITEMS:** It is a condition of this insurance that in the event the insured elects to apply the 10% optional provisions, this company shall not be liable for a greater proportion of any loss than would have been the case if all policies covering the described property had contained identical optional provisions and the same election were made under all policies.

### SECTION V

**OUTBUILDING COVERAGE:** When the insurance under this policy covers specifically described appurtenant private structure(s), such insurance shall include building equipment and fixtures and outdoor equipment pertaining to the service of the premises (if the property of the owner of the appurtenant private structure(s) while located on the premises described on the first page of the policy, but not trees, shrubs, plants or lawns.

### SECTION VI

**TREES, SHRUBS OR PLANTS COVERAGE:** When the insurance under this policy covers trees, shrubs, or plants, such insurance shall cover only those located on the described premises which are not grown for commercial

purposes, and this company shall not be liable for more than the limit specified on the first page of this policy for any one tree, or any one shrub, or any one plant.

### SECTION VII

**RENTAL VALUE COVERAGE:** When the insurance under this policy covers specifically on Rental Value, such insurance shall cover the rental value (as hereinafter defined) of dwelling and appurtenant private structures (except those used for commercial, manufacturing or farming purposes) or parts thereof described in the dwelling coverage item. **Rental Value Defined:** The term "rental value" shall mean the fair rental value of the dwelling or appurtenant private structures (except those used for commercial, manufacturing or farming purposes) as furnished and equipped, whether rented or not, for the period of time required with the exercise of due diligence and dispatch to restore the same to a tenable condition, less such charges and expenses as do not continue.

### SECTION VIII

#### OTHER PROVISIONS

(a) **Inherent Explosion Clause:** This policy shall cover direct loss to the property covered caused by explosion occurring in the above described dwelling or appurtenant private structures or in any structure containing property covered hereunder from hazards inherent therein.

Loss by explosion shall include direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom. However, this company shall not be liable for loss by explosion, rupture or bursting of:

- (1) steam boilers, steam pipes, steam turbines or steam engines; or
- (2) rotating parts of machinery caused by centrifugal force.

The following are not explosions within the intent or meaning of this Inherent Explosion Clause:

- (1) Concussion unless caused by explosion,
- (2) Electrical arcing,
- (3) Water hammer,
- (4) Rupture or bursting of water pipes.

**Nuclear Exclusion:** Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not insured against under this clause, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by Inherent Explosion; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "Inherent Explosion."

(b) **Debris Removal Clause:** This insurance covers expenses incurred in the removal of all debris of the property covered hereunder which may be occasioned by loss caused by any of the perils insured against in this policy. However, the total liability under this policy for both loss to property and removal of debris shall not exceed the amount of insurance applying under this policy to the property damaged or destroyed. This company shall not be liable for more than the proportion of such debris removal expense as the amount of insurance under this policy bears to the total amount of insurance on the property covered hereunder, whether or not all such insurance includes this clause.

Unless liability is otherwise specifically assumed by endorsement attached hereto, this company shall not be liable for debris removal expense occasioned by the enforcement of any state or municipal law or ordinance which necessitates the demolition of any portion of a building covered hereunder which has or has not suffered damage by any of the perils insured against.

If this policy covers on two or more items, this clause shall apply to each item separately.

Debris removal expense shall not be considered in the determination of actual cash value in the application of the Coinsurance Clause, if any, made a part of this policy.

**Nuclear Clause:** The word "fire" in this policy or endorsements attached hereto is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy or said endorsements, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy or said endorsements; however, subject to the foregoing and all provisions of this policy direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

(c) **Liberalization Clause:** If, during the period that insurance is in force under this policy or within 45 days prior to the inception date thereof, on behalf of this company there be filed with and approved or accepted by the insurance supervisory authorities in conformity with law, any forms, endorsements, rules or regulations by which this insurance could be extended or broadened, without additional premium charge, by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution of form had been made.

(d) **No Control Clause:** This insurance shall not be affected by failure of the insured to comply with any provisions or conditions contained in this policy or endorsed hereon in any portion of the premises over which the insured has no control.

(e) **Divisible Contract Clause:** If this policy covers two or more buildings or the contents of two or more buildings, the breach of any condition of the policy in any one or more of the buildings covered or containing the property covered shall not prejudice the right to recover for loss occurring in any building covered or containing the property covered, where at the time of loss a breach of condition does not exist.

(f) **Subrogation:** This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein.

(g) **Vacancy and Unoccupancy:** To be unoccupied or vacant without limit of time only if premises described are located within the corporate limits of a city, town or village having an organized fire department or in any unincorporated locality when dwelling is located within 600 feet of a public fire hydrant; otherwise permission is granted to be unoccupied or vacant for 90 consecutive days including the time provided for under the printed conditions of this policy, unless dwelling is described as seasonal in which case unoccupancy is permitted without restriction.

(h) **Alterations and Repairs—Permission Granted:** (1) For such use of premises as is usual or incidental to the described occupancy; (2) to make alterations, additions and repairs and to complete structures in course of construction and if building(s) are covered hereunder, then this insurance is extended to cover materials intended therefor on the premises or adjacent thereto.

The provisions printed on the back of this form are hereby referred to and made a part hereof.

*David Cunningham*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.	
No. <i>147</i>	September Term, 1961
DOROTHY HERSH AND PAUL J. McMONTGAL	
VS.	
WINDSOR MUTUAL INSURANCE CO.	
COMPLAINT IN ASSUMPSIT	
<p>To the within named defendant:</p> <p>You are hereby required to file an Answer to the above Complaint in Assumpsit within twenty (20) days.</p> <p><i>Clarence A. Kramer</i></p>	
<p><b>FILED</b> NOV 29 1961 WM. T. HAGERTY PROthonotary CLARENCE A. KRAMER CLEARFIELD, PA. 217 MARKET STREET</p>	

Now, Dec 1, 1961, service of written  
complaint accepted by copy.

*Clarence A. Kramer*  
*Clarence A. Kramer*  
Attys - for Def

In the Court of Common Pleas of Clearfield County, Pa.

Dorothy Hersh &  
Paul McMonigal  
vs  
Windsor Mutual  
Ins Co, Inc

No 117 Sept Term 1961

Summons

\*\*\*\*\*  
(Sheriffs Return)

Now, November 22, 1961 service of the within Summons  
accepted by David Ammerman, Attorney At Law.

Costs Sheriff Ammerman \$3.75  
(Paid By Atty Kramer)

So Answers

*Charles G. Ammerman*  
Charles G. Ammerman  
Sheriff

Sworn to before me this 22nd  
day of November 1961 A.D.

*Wm. T. Hagerty*  
Prothonotary.



## SUMMONS

Commonwealth of Pennsylvania  
County of Clearfield

To WINDSOR MUTUAL INSURANCE COMPANY, INC.

You are notified that DOROTHY HERSH and PAUL J. McMONIGAL

the plaintiff s , ha ve commenced an action in Summons in Assumpsit

against you which you are  
required to defend:

Date September 20, 1961

*John T. Nagerty*  
Prothonotary.

No. 117 September Term 1961

Dorothy Hersh and

Paul J. McMonigal

versus

Windsor Mutual Insurance  
Company, Inc.

## SUMMONS

Clarence R. Kramer  
Attorney

Now Nov 21, 1961, service of  
within summons accepted by copy  
by *Anthony Blaser*  
*W. J. McMonigal*  
Atty - for Def.

466



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOROTHY HERSH AND  
PAUL J. McMONIGAL

VS.

WINDSOR MUTUAL INSURANCE  
COMPANY

:  
:  
:  
:  
:  
:  
:

No. 117 September Term, 1961

IN ASSUMPSIT

PRAECIPE TO DISCONTINUE

To Carl E. Walker, Esq., Prothonotary:

Pursuant to this Praecipe, enter discontinuance upon  
the above case on the record upon payment of costs by the defendant.

  
ATTORNEY FOR PLAINTIFF

*Paul W. Wernick*  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.

No. 117 September Term, 1961  
In Assumpsit

DOROTHY HERSH AND PAUL J.  
McMONIGAL

VS.

WINDSOR MUTUAL INSURANCE COMPANY

.....  
PRAECIPE TO DISCONTINUE

**FILED**  
APR 10 1962  
CARL E. WALKER  
PROTHONOTARY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOROTHY HERSH AND	)	
PAUL J. McMONIGAL	(	No. 117 September Term, 1961
	)	
vs.	(	IN ASSUMPSIT
	)	
WINDSOR MUTUAL INSURANCE	(	
COMPANY	)	

ANSWER

The WINDSOR MUTUAL INSURANCE COMPANY, INC. of Hamburg, Pennsylvania answers the plaintiffs' complaint as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted as to the allegation that the policy was in full force and effect on September 21, 1960 but denied as to any allegation that the entire five year policy period was prepaid. On the contrary it is averred that the premium payments were on an annual basis.

5. Admitted.

6. The allegation as set forth in Paragraph Six (6) of the plaintiffs' complaint is specifically denied in so far as the plaintiffs allege that a proof of loss as required by Lines 90 through 122 of the policy as set forth in Paragraph Three (3) of the plaintiffs' complaint has been submitted to the Defendant. On the contrary it is averred that the plaintiffs have never submitted a proof of loss to the Defendant within the time limit and containing the information required by the said policy.

7. Admitted.

8. The plaintiffs' allegation that the Defendant is liable

for such loss as the plaintiffs sustained is denied for the reasons set forth in the New Matter herein. As to the plaintiffs' allegation that the plaintiffs sustained a loss of \$10,000.00, the Defendant demands proof thereof as the Defendant is without sufficient knowledge or information to form a belief as to the truth of this averment.

NEW MATTER

For further and more specific answer the Defendant alleges the following New Matter:

9. That the plaintiff, Dorothy Hersh, conveyed whatever interest she may have had in the premises as described in Paragraph Three (3) of plaintiffs' complaint to her son, the plaintiff Paul McMonigal, and his wife, by deed of the said Dorothy Hersh dated July 26, 1960 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 484 at Page 257. A copy of said deed being marked "Exhibit A" and attached hereto and made a part hereof.

10. That the fire insurance policy as set forth in Paragraph Three (3) of the plaintiffs' complaint is a policy of indemnification against loss and the benefits thereunder are payable only when an actual loss is suffered by a named insured.

11. That the plaintiff, Dorothy Hersh, has suffered no loss as a result of the fire which occurred on September 21, 1960 and, therefore, has no valid claim upon the policy issued by the Defendant.

12. That the policy issued by the Defendant is a standard fire policy and Lines 28 through 32 of the said policy provide as

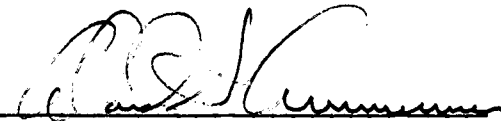
follows: "Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring (a) while the hazard is increased by any means within the control or knowledge of the insured;"

13. That there was no additional writing provided in the policy which would subject the Defendant to pay for a loss occurring while the hazard is increased by any means within the control or knowledge of the insured.

14. That the plaintiff, Paul McMonigal, a named insured, did increase the hazard as set forth in Paragraph Twelve (12) above by willfully or negligently setting fire to the premises described in Paragraph Three (3) of the plaintiffs' complaint on September 21, 1960.

WHEREFORE, the Defendant requests judgment against the plaintiffs.

AMMERMAN & BLAKLEY

By   
Attorneys for Defendant

STATE OF PENNSYLVANIA       )  
  (   SS:  
COUNTY OF   Berks                )

Paul B. Albright                       , being duly sworn according to law,  
deposes and says that he is       Secretary - Treasurer               of  
the Windsor Mutual Insurance Company Inc., the defendant above  
named, and that the facts set forth in the foregoing Answer and  
New Matter are true and correct to the best of his information  
and belief.



Sworn and subscribed to before

me this   14th   day of December 1961,



14 SO. 4th ST.  
HAMBURG, BERKS CO., PA.  
MY COMMISSION EXPIRES  
JANUARY 7, 1963



Made this 26th day of July  
Nineteen hundred and sixty (1960).

~~Return~~ Dorothy Horan, mother of the first named grantee and  
widow and surviving tenant by entireties of William H. Horan, deceased,  
of the Township of Boggs, County of Clearfield and State of Pennsylvania,  
hereinafter called the grantor, party of the first part, \_\_\_\_\_

A

N

D

Paul J. McKoniglo, son of the grantor, and Wava D. McKoniglo, husband  
and wife, as tenants by the entireties, of R. D. West Decatur, in the  
Township of Boggs, County of Clearfield and State of Pennsylvania,  
hereinafter called the grantees, parties of the second part. \_\_\_\_\_

~~Witnesseth~~. That in consideration of love and affection and the sum of  
one (\$1.00) \_\_\_\_\_  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant  
and convey to the said grantees, and to the survivor of them, his or her heirs  
and assigns, \_\_\_\_\_

All that certain piece or parcel of seated land situate in the  
Township of Boggs, County of Clearfield and State of Pennsylvania,  
described in previous tax deeds and a subsequent conveyance as 25 A. -  
\_\_\_\_\_ BEING the same premises which were formerly assessed  
in Boggs Township, Clearfield County, as 25 A. as the property of  
Leroy Hull and Ella Hull and were returned to the County Commissioners  
by the Collector for non-payment of the taxes for the year 1938.  
Said land was sold at Treasurer's sale on the 26th day of November,  
1940, by Edna Mardon, Treasurer of Clearfield County, who executed  
and delivered her deed to Clearfield County, bearing date the 5th  
day of May, 1941, recorded at Clearfield in Deed Book No. 352, page  
166. And the County Commissioners sold the same by public vendue on  
the 23rd day of April, 1943, to the Commonwealth of Pennsylvania, the  
Commissioners' Deed for the same bearing date the 23rd day of August,  
1943, recorded at Clearfield in Deed Book No. 352, page 169. The  
Commonwealth of Pennsylvania, Department of Public Assistance conveyed  
the same to Wava Hull by deed dated the 29th day of October, 1947,  
recorded at Clearfield in Deed Book No. 357, page \_\_\_\_\_

BOOK 404 PAGE 258

BRING the same premises which Wava Hull, single, granted and conveyed to Dorothy Herah and William H. Herah, wife and husband, by deed dated the 23rd day of April, 1948, recorded at Clearfield in Deed Book No. 391, page 119. And the said William H. Herah having died on January 2, 1960, the entire right, title and interest vested in the grantor herein by survivorship.

And the said grantor does hereby warrant - SPECIALLY - the property hereby conveyed.

In Witness Whereof, said grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of

*Dorothy Herah*  
WIDOW AND SURVIVING TENANT BY  
ENTIRETIES OF WILLIAM H. HERAH  
DECEASED.

Commonwealth of Pennsylvania

County of CLEARFIELD

On this, the 26 day of July, 1960, before me, Miss Dorothy M. Ruinak,

the undersigned officer, personally appeared Dorothy Herah, widow and surviving tenant by entireties of William H. Herah, deceased, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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

MY COMMISSION EXPIRES

*Miss Dorothy M. Ruinak*  
DOROTHY M. RUINAK, Notary Public  
CLEARFIELD, CLEARFIELD CO., PA.  
My Commission expires Oct. 2, 1961

I Herewith Certify, that the precise address of the grantor herein is

R. D. West Decatur, Pa. *Paul J. McManis*

Attache No. 5613  
ENTERED OF RECORD Jul 26 1960, 9:06 am DECK REED, RECORDER



*James H. Hume*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

No. 117 September Term, 1961

IN ASSUMPSIT

DOROTHY HERSH AND  
PAUL J. MCMONIGAL

VS.

WINDSOR MUTUAL  
INSURANCE COMPANY

ANSWER AND NEW MATTER

TO THE WITHIN PLAINTIFF:

You are hereby notified  
to plead to the enclosed New  
Matter within twenty (20)  
days of service thereof.

AMMERMAN & BLAKLEY

*By James H. Hume*

**FILED**  
DEC 19 1961  
WM. T. MAGRIS  
AMMERMAN & BLAKLEY  
CLEARFIELD, PENNSYLVANIA

*Forwarded me by 30 1961 by copy  
of answer to Hume  
att. for Hume*