

DOCKET NO. 173

Number	Term	Year
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150	February	1961
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Dominic Sgro

Versus

Blanche Takach

Paid by Dominic Sgro on this account - \$408.04
Principal \$290.54; charges - \$117.50

NOTE

Borrowers Name and Address

May 3

Loan No. 471.00 By James M. Kitching

Due Date of Final Instalment March 18, 19 61 Manager

Lender's Finance Co. of Kittanning
337 Market St., Kittanning, Pa.

Blanche Takach,

112 South Water Street,

Kittanning, Pennsylvania

Date of Note March 18, 19 59
Actual Amount of this Loan \$ 300.00

For Value Received, the undersigned jointly and severally promise to pay to said Lender, at its said office, the actual amount of this loan as shown above, together with interest at the rate of 3% per month on that part of the unpaid principal balance not in excess of \$150.00 and 2% per month on that part of the unpaid principal balance in excess of \$150 but not in excess of \$300 and 1% per month on any remainder of the unpaid principal balance in 24 successive monthly installments the first of said installments to be due on May 3, 19 59, and each subsequent installment to be due respectively on the same day of each succeeding month thereafter, the final installment being due and owing on the due date of final installment shown above. Each installment shall be \$ 17.13, except that the final installment shall be equal to the unpaid principal plus interest accrued and unpaid at the time said final installment is paid. Payment in advance may be made in any amount at any time. All payments hereon shall be applied first to interest to date of payment and remainder to principal. If this note is not paid at maturity, it shall bear interest thereafter at said rate, but on any unpaid principal balances after 24 months from the date hereof, interest shall be payable at the rate of 6% per annum. The said actual amount of loan is the actual amount of money lent and paid to the undersigned. A default in the payment of any installment of the principal or interest hereof, or any part of either shall, at the option of the holder hereof, and without notice or demand, render the entire unpaid balance of the principal hereof and accrued interest thereon at once due and payable. All parties hereto, including makers, sureties, guarantors and endorser, severally waive demand and presentment for payment, notice of non-payment, notice of protest and protest of this note and agree that their liability hereunder shall not be affected by any extension of time of payment of all or any part of the amount owing hereon at any time or times. The caption hereof is part of this note.

And further, we do authorize and empower any attorney of any Court of Record of Pennsylvania, or elsewhere in the United States, to appear for and to enter and confess judgment against us or either of us for the above sum, with or without declaration filed, with release of errors and without stay of execution. And we also waive the right of inquisition on any real estate or personal property that may be levied upon to collect this note and do hereby voluntarily condemn the same and authorize the prothonotary to enter upon the f. fa. our said voluntary condemnations, and we further agree that said real estate or personal property may be sold on a f. fa. and we also waive or release all benefit or relief from any or all appraisement, stay or exemption laws of any state now in force or hereinafter to be passed, insofar as the same can be waived by us.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the date of note above written.

Blanche Takach (WITNESS)
James M. Kitching (WITNESS)

Blanche Takach (SEAL)
Dominic Sgro (SEAL)

November 22, 1960.

FOR VALUE RECEIVED, the Beneficial Finance Company of Kittanning, 337 Market Street, Kittanning, Pa., hereby sells, assigns, and sets over unto Dominic Sgro of NuMine, Pennsylvania, the within note, debt, interest and costs, without recourse this 22nd day of November 1960.

BENEFICIAL FINANCE CO. OF KITTANNING

WITNESS:

By J. M. Rossiter
J. M. Rossiter, Manager of
Beneficial Finance Co. of Kittanning

J. E. Shinn

BENEFICIAL FINANCE COMPANY OF
KITTANNING, now to use of
DOMINIC SGRO

vs.

BLANCHE TAKACH

In the Court of Common Pleas

of Clearfield County,

of February Term, 19 61

No. 150

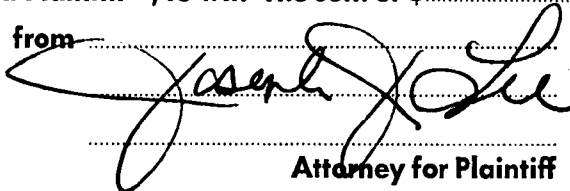
D. S. B.

State of Pennsylvania, }
County of Clearfield } ss.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendant, bearing date the 18th day of March, A. D. 19 59, whereby the Defendant doth promise to pay to the said Plaintiff the sum of Three Hundred (\$300.00)-----Dollars, for value received, with interest ~~from~~ and late charges as set forth therein which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant, and ~~after one or more~~ with or without declarations filed, to confess judgment against her and in favor of said Plaintiff for the said sum of Three Hundred (\$300.00)-----Dollars with interest and ~~from~~ late charges ~~as~~ ^{said} as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: which said note was signed by Dominic Sgro as surety, and he being compelled to pay off the same, in all the sum of \$408.04

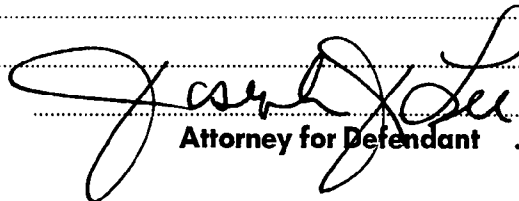
of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant to the said Plaintiff, to wit: The sum of \$ 408.04

Interest from


Attorney for Plaintiff

State of Pennsylvania, }
County of Clearfield } ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Joseph J. Lee appears for the Defendant in the stated action without writ, as of February Term, 19 61, and therein confess judgment against Blanche Takach and in favor of Beneficial Finance Company of Kittanning, now to use of Dominic Sgro the Plaintiff, for sum of \$408.04 Dollars, ~~with interest from~~ costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon.


Attorney for Defendant

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

We hereby certify that the precise residence address of the within judgment creditor is Dominic Sgro - NuMine, Pa., and that of the within judgment debtor is 233 McLoyd Terrace, DuBois, Pa.

Joseph Lee
Attorneys for Plaintiff

Court of Common Pleas

of Clearfield County

February Term 19 61

No. 150

Beneficial Finance Company of
Kittanning, now to use of
Dominic Sgro

vs.

16
Blanche Takach

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$ 408.04

Interest, - -

Filed

5/21 Atty's Com. *330*

FILED

FEB 24 1961

Prothonotary

WM. J. HAGER Attorney for Plaintiff

No. 905 Printed and Sold by K. A. S. Stationery Store, Clearfield, Pa.

650 Alley
300 Yearak 5679

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL FINANCE COMPANY OF
KITTANNING, now to use of
DOMINIC SGRO

VS

BLANCHE TAKACH

:
:
:
:
: No. 150 February Term, 1961

: *Exec. No.*

: *7 Feb 1961*

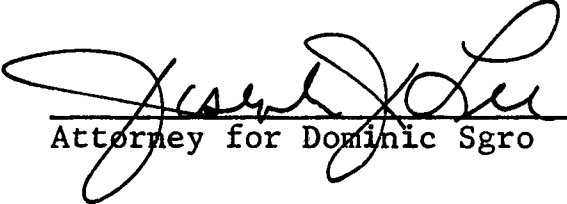
(9 121)

PRAECIPE FOR FI. FA.

TO: WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Issue Fi.Fa. (personalty) against the above named defendant,
making the same returnable sec. leg. and sec. reg.


Attorney for Dominic Sgro

Dated: February 28, 1961

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 150 February Term, 1961

BENEFICIAL FINANCE COMPANY
OF KITTANNING, now to use of
DOMINIC SGRO

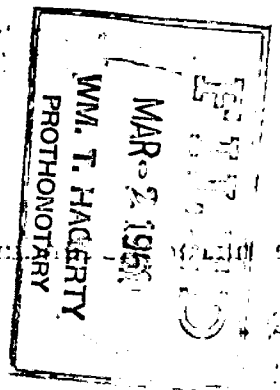
VS

BLANCHE TAKACH

PRECIPIE FOR FI. FA.

WILLIAM T. HAGERTY, PROTHONOTARY

PRECIPIE FOR FI. FA.



RECORDED: FEBRUARY 22, 1961

Joseph J. Lee



TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
BSR: Dominic Sgro		No. 150	February Term, 1961	
vs		No. 7	February Term, 1961	
Blanche Takach				
COSTS:				
Sheriffs Coats		Execution Debt		\$ 408.04
RDR	3.00	Prothonotary		6.00
Service	3.00	Attorney		3.50
Levy	3.00	Sheriffs Coats		<u>43.46</u>
Crying Sale	2.00	Total		\$ 461.00
Mileage	16.80			
Adv	3.75			
Posting	3.75			
Com	<u>8.16</u>			
Total	43.46			

CHARLES G. ALMEIDMAN

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

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

Judgment No. 150 Feb. Term, 1961
Exec. No. 7 Feb T, 1961 ~~SHERIFF'S OFFICE~~

CLEARFIELD COUNTY

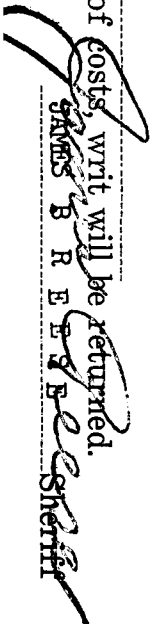
No. _____ Term, 19 _____ Clearfield, Pa. January 30, 1962
USE: Dominic Sgro

VS.

Blanche Takach

Costs: \$14.80

Upon receipt of costs, writ will be returned.


JAMES B R E S Sheriff

CORNEY

J. Lee



LEDGER NO. 14/280

CLEARFIELD, PA. December 6, 1961

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
USE: Dominic Sgro		No. 150	February Term, 1961	
vs		No. 7	February Term, 1961	
Blanche Takach				
COSTS:				
Sheriffs Costs		Execution Debt		\$ 408.04
RDR	3.00 ✓	Prothonotary		6.00
Service	3.00 ✓	Attorney		3.50
Levy	3.00 ✓	Sheriffs Costs		43.46
Crying Sale	2.00 ✓	Total		\$ 461.00
Mileage	16.80 ✓			44.80
Adv	3.75 ✓			
Posting	3.75 ✓			
Com	8.16			
Total	43.46 35.36			

1 + cost

CHARLES G. AMMERMAN

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

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

Not To Be Sold

Belongings of Sara Ferringer

2 Rockers
3 Chairs
1 Davenport
1 Upholstered Chair
1 Sewing Machine
1 Bedroom Suite
1 Chest
1 Apartment Stove
4 Venetian Blinds
1 Lamp
1 Stand
Dishes

LAW OFFICES
AMMERMAN & BLAKLEY
DUBOIS, PENNA.

DAVID E. BLAKLEY
DAVID S. AMMERMAN

218 DuBois Deposit
National Bank Building
Telephone 371-2730

November 29, 1961

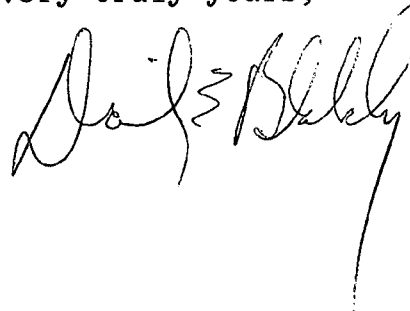
Charles G. Ammerman, Sheriff,
Clearfield County Courthouse,
Clearfield, Penna.

Re: Dominic Sgro vs Blanch Takash
Judgment #150 Feb. Term, 1961
Execution #7, Feb. Term, 1961

Dear Sheriff Ammerman:

In regard to the above, enclosed find Sheriff's
Interpleader for certain articles you have levied upon,
as enumerated therein, which belong to the Wolf Furniture
Company of DuBois, Pa.

Very truly yours,



DEB:de
Encs.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. JUDGMENT #150, Feb. Term, 1961 EXECUTION #7, Feb. Term, 1961	
DOMINIC SGRO VS BLANCH TAKASH	
SHERIFF'S INTERPLEADER	
LAW OFFICES AMMERMAN & BLAKLEY DUBOIS, PENNA.	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOMINIC SGRO

vs

BLANCH TAKASH

:
:
:
:
:

JUDGMENT NO. 150 February Term,
1961

EXECUTION NO. 7, February Term,
1961

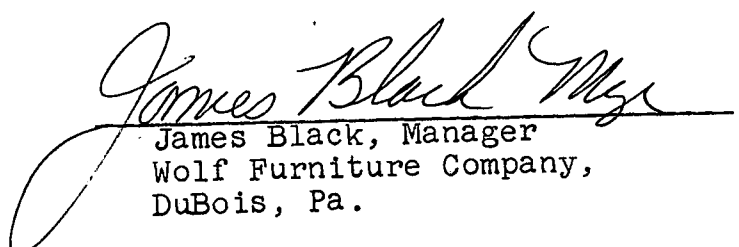
TO: CHARLES G. AMMERMAN, HIGH SHERIFF OF CLEARFIELD COUNTY,
PENNSYLVANIA, AND TO THE PLAINTIFF IN THE ABOVE WRIT:

TAKE NOTICE that the personal property levied upon in
the above case at No. 150 February Term, 1961 and No. 7
February Term, 1961 in the Court of Common Pleas of Clearfield
County, Pennsylvania namely,

1 - 9x12 Gray tweed rug	1 drum table
1 Folding picnic table	1 Eddy Stone table
1 Lee cabinet	1 Channel Master radio
1 black lamp	2 Forecaster lamps
1 maple spinning wheel	1 - 9x12 Durango rug, candy stripe
1 - 9x12 rug	1 - 9x12 jute pad
1 white gossip bench	2 Forecaster lamps
3 blonde end tables	1 Speed Queen washing machine

are not the property of the defendant, nor had she any interest
therein, or in part thereof when your levy was made, nor has
she since then had any title to said property or any part there-
of. The items above at the time of the levy and at the present
time, belong to the Wolf Furniture Company, DuBois store, of
which I am the Manager. The Wolf Furniture Company did not
acquire title to said property or to any part thereof directly
or indirectly from the defendant. I shall hold you accountable
for damages occurred by Wolf Furniture Company and I request
you immediately to withdraw levy.


Very respectfully,


James Black, Manager
Wolf Furniture Company,
DuBois, Pa.

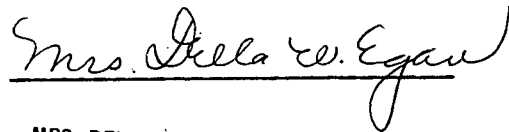
STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

JAMES BLACK, being duly sworn according to law, deposes and says that he is the manager of the DuBois store of the Wolf Furniture Company, and that the above facts set forth are true and correct and that deponent, the Wolf Furniture Company, did not purchase said property from the defendant.

And further deponent sayeth not.


James Black

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


Mrs. Della W. Egan

MRS. DELLA W. EGAN, Notary Public
DU BOIS, CLEARFIELD CO., PA.
My Commission expires Sept. 30, 1962

Sheriff's Sale

By virtue of A WRIT _____
of Execution
issued out of the Court of Common Pleas of Clearfield County,
Pennsylvania and to me directed, there will be exposed to Public
Sale, at the _____
located in the _____ of _____
_____ city _____ in _____ Pa.
on _____ the _____ day of _____
_____ Wednesday _____ 6th _____ December
A. D. 19 _____ at _____ o'clock, _____ M. _____ the
_____ 61 _____ 8:00 _____ P.M. _____ B.S.T.
following property:

- | | |
|-----------------------------|---|
| 1. Mahogany SHELF Bookcase | 1. Singer Sewing Machine |
| 1. Tapestry Chair | 4. Oak Chairs & Table |
| 1. Hostess Chair | 1. Spartan Bedroom Radio |
| 2. Lamps - Table | 2. Silvertone Bedroom Radios |
| 1. Amnister Rug | 1. Hotpoint Deluxe Stove |
| 2. Bridge Lamps | 1. Garvel Refrigerator |
| 1. Spartan Radio | 1. C.E. Vacuum Cleaner |
| 1. Mahogany Table | 1. Blackstone Washer |
| 1. Mahogany Buffet | 1. Universal Iron |
| 4. Mahogany Chairs | 1. Sunbeam Iron |
| 1. China Closet | 3. Oak Beds |
| 1. Table Lamp | 1. Oak Chair |
| 1. Floor Lamp | 1. Oak Cedar Chest |
| 1. Set of Rogers Silverware | 1. Oak Dresser |
| 1. Complete set of China | 1. Oak Dressing Table & Chest of
Drawers |
| 1. Amnister Rug | 1. Sangle |
| 1. Sunbeam Mixer | |

AND ALL OTHER PERSONAL PROPERTY BELONGING

TO THE DEFENDANTS AND NOT ENUMERATED HEREON.

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

Blanche Takach

_____, Sheriff

Charles G. Amerman

Sheriff's Office, Clearfield, Pa.,

November 17, 1961

NOTICE: All claims to the property must be filed with the sheriff before sale and all claims to the proceeds before distribution; a sheriff's schedule of distribution will be on file in his office, five (5) days after sale; and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

JOSEPH J. LEE
ATTORNEY AT LAW
CLEARFIELD, PENNSYLVANIA
POPLAR 5-7893

February 28, 1961

Charles G. Ammerman, Sheriff
Court House
Clearfield, Pennsylvania

Re: Dominic Sgro vs. Blanche Takach

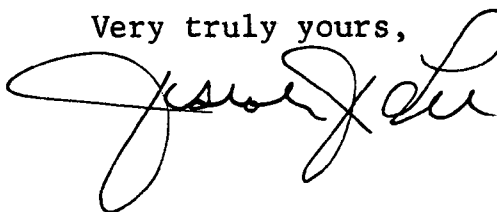
Dear Sheriff Ammerman:

You will be receiving a writ of fi. fa. on
the above.

Please levy on the personal property of the
defendant, Blanche Takach, whose address is
233 McLoyd Terrace (this street is off South
Brady Street, between East Weber Avenue and
Olive Avenue, DuBois, Pa.).

I am enclosing herewith my check in the
amount of \$20.00, being the required costs
advancement.

Very truly yours,



Enc.

JJL:DH

1. MAHOGANY BOOKCASE
- 1 TAPESTRY CHAIR ✓
- 1 TAPESTRY CHAIR ✓
- 1 HOSTESS CHAIR
- 2 Lamps - Table
- 1 ADMINISTER RUG
- 2 BRIDGE LAMPS
- 1 SPARTAN RADIO
- 1 MAHOGANY TABLE ✓
- 1 MAH. BUFFET ✓
- 6 MAH. CHAIRS - 4
- 1 MAH. CHINA CLOSET
- 1 ADMINISTER RUG
- 1 TABLE LAMP
- 1 FLOOR LAMP
- 1 SET OF ROGERS SILVERWARE
- 1 COMPLETE SET OF CHINA
- 1 SINGER SEWING MACHINE
- 4 OAK CHAIRS & TABLE
- 1 SPARTAN BEDROOM RADIO
- 2 SILVERTONE BEDROOM RADIOS
- 1 HOTPOINT DELUX STOVE
- 1 SERVICE REFRIGERATOR
- 1 G.E. VACUUM CLEANER
- 1 BLACKSTONE WASHER
- 1 UNIVERSAL IRON
- 1 SUNBEAM IRON
- 3 OAK BEDS 1
- 1 OAK CHAIR
- 1 OAK CEDAR CHEST
- 1 OAK DRESSER ✓
- 1 OAK DRESSING TABLE & CHEST OF DRAWERS
- 1 ADMINISTER RUG
- 1 SUNBEAM MIXER
- 1 MANGLE

Wednesday
Wednesday

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

233 M^c Loyd Terrace

2- Tapestry CHAIR

1- Mahogany Table

1- Mah- Buffet

4. " CHAIRS

1 Seruet Refrig.

1 OAK Bed.

1 " Dresser

All other Personal
Property belong to the
Defendant.
as per sheet

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

Blanche Takasky

Charles H. Immenet

Sheriff

Sheriff's Office, Clearfield, Pa.,

March 18 1961

Writ of Execution - Money Judgments.

Use Of: DOMINIC SGRO

vs.

BLANCHE TAKACH

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

NO. 7 February

Term, 19 61

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against BLANCHE TAKACH

_____, defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein;

(2) You are also directed to attach the following property of the defendant not levied upon in the possession of _____, as garnishee,

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due

\$ 400.04

Interest from

\$ _____

Costs (to be added) Attorney

\$ 3.50

Prothonotary this writ

\$ 6.00

Prothonotary

By _____

Deputy



Date March 2, 1961

Proth'y. No. 64

In compliance with Civil Procedure Rule No. 3120 the sheriff may abandon the levy if (1) etc.

- (1) the plaintiff fails to make payment promptly upon demand of the sheriff's proper fees and costs, or
- (2) sale of the property levied upon is not held within six (6) months after levy, unless the proceedings are stayed or the time for sale is extended by the court. Adopted March 30, 1960. Eff. Nov. 1, 1960.

Signed,

William Charney
William Charney, Sheriff

No. 150 Feb. Term, 1961
No. 7 Feb. Term, 1961

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

USE: DOMINIC SGRO

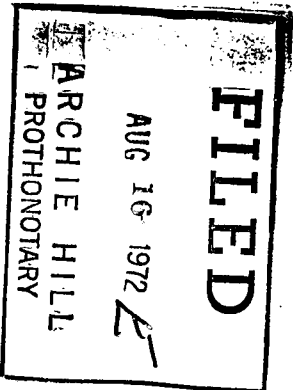
NuMine, Penna.
vs.

BLANCHE TAKACH

233 McLOYD Terrace

DuBois, Pa.

WRIT OF EXECUTION



Joseph J. Lee
Attorney(s) for Plaintiff(s)

RECEIVED WRIT THIS day
of MAR 2 1961 A. D., 19
at 1:35 P. M.
Charles H. Himmelman
Sheriff

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	\$408. 04
Interest from - - -	
Prothonotary - - -	6. 00
Use Attorney - - -	3. 50
Use Plaintiff - - -	
Attorney's Comm. -	
Satisfaction - - -	
Sheriff - - - - -	
20.00 pd	

Joseph J. Lee
Attorney for Plaintiff(s)