

DOCKET NO. 174

Number Term Year

212 May 1961

Capital Consumer Discount Company

Versus

Bernard G. Fagan

Dorothy H. Fagan

last seven columns of the Department of

Baird and McCamley

June 2, 1961

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
George P. Matterm		No 216	May Term 1961	
vs				
Imogene Dolby		No 12	May Term 1961	
RDR.	\$3.00	Rent		\$115.00
Levy	3.00	Bal Rent Due		65.00
Service	3.00	Prothonotary		6.00
c/s d/s	2.00	Atty		6.50
Mileage	4.40	Sheriff's Costs		16.70
Comm	1.30	Total-----		\$94.20
Total	16.70			

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.

June 2, 1961

~~Baird and McCamley~~

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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

Imogene D. G. G.
Boro. (Dreda) M. G. G.

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

Sheriff's Office, Clearfield, Pa.,

1961

Sheriff

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GEORGE P. MATTERN

Vs.

IMOGENE DOLBY

No. 216 May Term, 1961

AMICABLE ACTION AND CONFES-
SION OF JUDGMENT IN EJECTMENT

WHEREAS, under date of February 21, 1961, George P. Mattern, as Lessor, entered into an Agreement of Lease with the above-named Defendant, as Lessee, whereby there was demised to the said Defendant Lessee a one-half (1/2) double house located at 612 Stone Street, Osceola Mills, Clearfield County, Pennsylvania, on a month-to-month basis for the monthly rental of Thirty-Five (\$35.00) Dollars, payable in advance on the first of each and every month, with the stipulation that the rent is to be automatically increased Five (\$5.00) Dollars per month if monthly rental is deferred twenty (20) days or more, and

WHEREAS, the aforesaid Defendant Lessee entered into possession of the aforesaid premises under and pursuant to the lease and still continues to reside therein, and

WHEREAS, notwithstanding the terms, covenants and conditions of the said lease, said Defendant Lessee has failed to pay rent for the said premises in the amount of Sixty-Five (\$65.00) Dollars, which is overdue and unpaid, and

WHEREAS, the said lease further provides as follows:

"It is further agreed between the parties hereto that this demise is upon condition that the aforesaid covenants of the party of the second part shall be fully kept and performed; and on any breach thereof, the estate demised shall, at the election of the party of the first part--signified by ten days' notice of such election, left in writing on the premises--cease and determine, and upon the expiration or other determination of said term the said party of the second part hereby authorizes any attorney of any Court of Record in Pennsylvania having jurisdiction to appear for the said party of the second part in an amicable action of ejectment for the said premises, and confess judgment therein for possession of the premises above described, and

for the rent due and payable according to the terms hereof, with costs in favor of the party of the first part, or those claiming under said party and against the said party of the second part, or those claiming under said party, with a free release of all errors, claims and damages and thereupon a Writ of Habere Facias Possessionem; with clause of Fi. Fa. for costs, and for the enforcement of the judgment obtained for rent due and payable, may issue upon said judgment without any stay of execution."

Copy of the lease is hereby attached, marked Exhibit "A".

WHEREAS, the said Plaintiff Lessor has notified aforesaid Defendant Lessee of the termination of the said lease on May 16, 1961, by first leaving a copy of said termination on the premises and on the same date by sending a copy of said notice of termination by Certified Mail to the Defendant Lessee at the above address.

NOW, THEREFORE, the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, in accordance with the authority in the lease, is hereby requested to enter judgment in ejectment in favor of the Plaintiff and against the Defendant for the aforesaid demised premises.

AND NOW, June 2, 1961, it is agreed that an action in ejectment be entered by the Prothonotary of the Court of Common Pleas of Clearfield County as if a summons in ejectment or complaint had been issued by George P. Mattem, as Plaintiff, and against Imogene Dobly, as Defendant, for that one-half (1/2) double house located at 612 Stone Street, Osceola Mills, Clearfield County, Pennsylvania, now occupied by the said Defendant, with authorization to issue a Writ of Possession with Writ of Execution for rent due and costs.

William L. Miller, Esq., an attorney for the Court of Common Pleas of Clearfield County, Pennsylvania, hereby appears as attorney for Imogene Dobly, the Defendant above named, and signs this agreement under and by virtue of and in accordance with the authority contained in the lease and confession of judgment.

ment in favor of the Plaintiff and against the Defendant, without stay of execution, waiving inquisition and exemption for the aforesaid demised premises and hereby authorizes the Prothonotary to enter his appearance for the said Defendant.

William L. Miller

Attorney for Plaintiff

William L. Miller

Attorney for Defendant

Indenture of Lease, MADE the 21st day of February A. D. 1961

Between George P. Mettern party of the first part,
and Emogene Dally party of the second part.

WITNESSETH, That in consideration of the covenants, promises and agreements of the party of the second part hereinafter contained, the party of the first part doth hereby let and lease to the party of the second part, all that certain 2nd Floor House situate on the _____ side

of Stone St and extending back in length or depth 150 feet to an Alley, in the City of Philadelphia, County of Philadelphia and State of Pennsylvania, known as Premises

No. 612 Stone Avenue, Street, for the term of one month

commencing on the 21st day of February A. D. 1961, and to be fully completed and

ended the 21st day of March A. D. 1961, at rent of 35.00 Per month Dollars,

payable monthly in advance Dollars; said payments to commence on

the 21st day of February A. D. 1961, and from thence to continue payable on

the 21st day of each succeeding month. Rent to be automatically increased 5% per month, if monthly rental is deferred 20 days or more.

IN CONSIDERATION of which the party of the second part covenants, promises and agrees with the party of the first part, as follows:

1. To pay the rent aforesaid when and as the same accrues.
2. Not to re-let or sub-let the demised premises or any part thereof without the written consent of the party of the first part.
3. Not to use the demised premises or suffer same to be used for conducting any unlawful or hazardous business, occupation or calling.
4. To make all necessary repairs at his own cost without abatement of rent.
5. To pay for all gas, electric current and water used on demised premises.
6. To keep the premises in a clean, sanitary condition and to remove all ashes or other garbage which may accumulate upon the same during said term, or any renewal thereof.
7. Not to place any sign or signs or other advertising device, nor to post bills or erect bill boards, nor grant any person license or permission to post bills or erect bill boards, signs or other advertising devices upon the premises, or any part thereof.
8. At the expiration of the term above appointed, or any renewal thereof, to quit, surrender and yield up the said premises in as good order and repair as when received, reasonable wear and tear and accident by fire and flood excepted, without any notice so to do. The notice to quit required by any Act of Assembly, now in force or which may hereafter be enacted is hereby expressly waived.
9. That in case of removal or attempted removal of the tenant or his goods, from the demised premises, during the continuance of the term of this lease, without the written consent of his landlord, then and in that case the whole unpaid rent for the balance of the term shall be taken to be due, and the landlord may proceed and collect the whole by distress, suit or otherwise, as if, by the condition of this agreement, the whole rent of the entire term were payable in advance.
10. All the personal property on the premises shall be liable to distress, and if removed therefrom, may, for thirty days after such removal, be distrained and sold for rent in arrears, and any removal of the goods upon the premises without the written consent of the party of the first part shall be conclusive evidence of a fraudulent and clandestine removal.
11. That he does hereby expressly waive all laws now existing, or which may be hereafter passed, exempting personal property, rights and credits from levy and sale, and wages of labor from attachment, upon any warrant of distress, judgment and attachment execution, which may be issued or obtained for a violation of this agreement, or any of the covenants thereof. Also waiving hereby any notice of distress and any appraisement required by law regulating landlord's warrants; also waiving stay of execution on such judgments.

It is further covenanted and agreed between the parties hereto, and is one of the conditions upon which this letting is made, that if at any time the premises be deserted or closed, the lessor or his agent, or servant, may use whatever force is necessary to enter therein without any liability to the lessor, their successors or assigns, or any civil or criminal proceedings therefore, to make such repairs or do such things as may be needful or advisable for the preservation of the property, and may distrain the goods for rent, appraise and sell the goods so distrained, as in manner provided by law, as well as re-take possession of the premises, and re-let the same without further proceedings.

It is further agreed between the parties hereto that this demise is upon condition that the aforesaid covenants of the party of the second part shall be fully kept and performed; and on any breach thereof, the estate demised shall, at the election of the party of the first part—signified by ten days' notice of such election, left in writing on the premises—cease and determine, and upon the expiration or other determination of said term the said party of the second part hereby authorizes any attorney of any Court of Record in Pennsylvania having jurisdiction to appear for the said party of the second part in an amicable action of ejectment for the said premises, and confess judgment therein for possession of the premises above described, and for the rent due and payable according to the terms hereof, with costs in favor of the party of the first part, or those claiming under said party, and against the said party of the second part, or those claiming under said party with a free release of all errors, claims and damages, and thereupon a writ of Habere Facias Possessionem, with clause of Fi. Fa. for costs, and for the enforcement of the judgment obtained for rent due and payable, may issue upon said judgment without any stay of execution.

It is further agreed that if the lessee shall continue in possession of the said premises after the expiration of the above term, or any renewal thereof, if the lessor consents thereto, this lease shall be considered renewed for a term of one month, to which term all of the aforesaid covenants of the second party shall apply. The lessor hereby reserves the right to enter upon the premises at any time with prospective purchasers or lessees for the purpose of inspecting the said premises.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

George P. Mettern [SEAL]
Emogene Dally [SEAL]
[SEAL]
[SEAL]

RENT ACCOUNT

IMOGENE DOLBY

RENT CHARGES:

Feb. 21 to March 21, 1961-----	\$35.00
March 21 to April 21, 1961-----	40.00
April 21 to May 21, 1961-----	<u>40.00</u>

TOTAL DUE-----\$115.00

RENT PAYMENTS:

February 20, 1961-----	\$10.00
March 13, 1961-----	25.00
May 1, 1961-----	<u>15.00</u>

TOTAL CREDITS-----50.00

BALANCE DUE-----\$ 65.00

COMMONWEALTH OF PENNSYLVANIA
C
COUNTY OF CENTRE

SS:

George P. Mattern, being duly sworn according to law, deposes and says that he is the Plaintiff above named, that he is familiar with the facts set forth in the Amicable Action of Ejectment and Confession of Judgment, and that the same are true and correct, and that the copy of the lease attached is a true and correct copy of the original.

George P. Mattern

Sworn to and subscribed before me this 1st day of June, 1961.

John J. McCamley

JOHN J. McCAMLEY, Notary Public
PHILIPSBURG, PENNA.
My commission expires Feb. 28, 1965

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CENTRE

SS:

William L. Miller, Esq., being duly sworn according to law, deposes and says that he is attorney for the Defendant herein, and that the facts set forth are true and correct to the best of his knowledge, information and belief, and that the copy of the lease is a true and correct copy of the original.

William L. Miller

Sworn to and subscribed before me this 1st day of June, 1961.

John J. McCamley

JOHN J. McCAMLEY, Notary Public
PHILIPSBURG, PENNA.
My commission expires Feb. 28, 1965

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO 216 May TERM, 1961

GEORGE P. MATTERN

VS.

IMOGENE DOLBY

AMICABLE ACTION AND CON-
FESSION OF JUDGMENT IN
EJECTMENT

I hereby certify this to be a true and
attested copy of the original statement
filed in this case.

Attest: Paul J. Hagerty
Prothonotary.

BAIRD & McCAMLEY
ATTORNEYS AT LAW
PHILIPSBURG, PENNSYLVANIA

Writ of Possession

GEORGE P. MATTERN

vs.

IMOGENE DOLBY

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

NO. 216 May

Term, 19 61

WRIT OF POSSESSION

Commonwealth of Pennsylvania

County of Clearfield

SS:

To the Sheriff of Clearfield County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to George P. Mattern

that one-half ($\frac{1}{2}$) double house located at 612 Stone Street,

Osceola Mills, Clearfield County, Pennsylvania

(Specifically describe property)

(2) To satisfy the costs against Imogene Dolby

you are directed to levy upon the following property

of

and sell his interest therein.

Wm. T. Hagerty
Prothonotary

Deputy

Date June 2, 1961

Proth'y No. 62

RECEIVED WRIT THIS 2 day
of June A.D. 1961
at 2:30 PM
Charles A. Gorman
Sheriff

WRIT OF EXECUTION	
Rent	\$115.00
BAL.-RENT DUE EXECUTION DEBT	\$65.00
Interest from	-
Prothonotary	6.00
Use Attorney	6.50
Use Plaintiff	-
Attorney's Comm.	-
Satisfaction	-
Sheriff	-
	\$20.00

Baird & McCamley
Attorney for Plaintiff(s)

No. 216 May Term, 1961
No. 12 May Term, 1961
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.
George P. Mattern

vs.
Imogene Dolby

WRIT OF POSSESSION

Prothonotary
Debtor

Baird and McCamley
Attorney(s) for Plaintiff(s)
921

You are directed to look upon the following property:

(3) To satisfy the costs against Imogene Dolby
(specifically describe property)

Now the 2nd day of August, 1961, costs & attorneys

have been paid, I direct the writ returned

unexecuted. To satisfy the judgment for possession in the above matter you are directed to deliver pos-
session of the property to George P. Mattern
To the Sheriff of Clearfield County:

County of Clearfield
Commonwealth of Pennsylvania

Baird & McCamley
By Wm L. Miller
City of Pa.

Now Aug 3, 1961 by direction of Wm L. Miller, City of Pa. for the plaintiff. I return
this writ unexecuted. Costs having been paid

Charles A. Gorman
CLERK OF COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

WRIT OF POSSESSION