

DOCKET NO. 174

Number	Term	Year
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215	May	1961
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George P. Mattern

Versus

Patricia Dixon

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GEORGE P. MATTERN

Vs.

PATRICIA DIXON

) No. 11 May Term, 1961

TO THE PROTHONOTARY OF THE SAID COURT:

Issue Writ of Possession and Writ of Execution for Costs
and Rent due.

Returnable Sec. Reg.

BAIRD & McCAMLEY

By William L. Miller
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

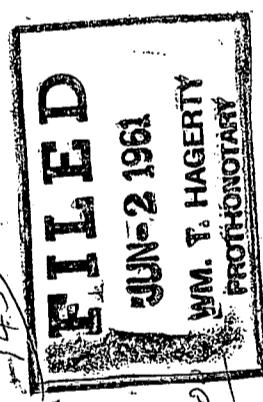
NO. 11 May Term, 1961

GEORGE P. MATTERN

VS.

PATRICIA DIXON

P R A E C I P E



BAIRD & McCAMLEY
ATTORNEYS AT LAW
PHILIPSBURG, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GEORGE P. MATTERN

No. 215 May Term, 1961

vs.

PATRICIA DIXON

AMICABLE ACTION AND CONFESSION
OF JUDGMENT IN EJECTMENT

WHEREAS, under date of July 7, 1960, 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 house located at 208 Coal 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, 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 Ninety (\$90.00) 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. Mattern, as Plaintiff, and against Patricia Dixon, as Defendant, for that certain house located at 208 Coal 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 Patricia Dixon, 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 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 7th day of July

A. D. 1960

Between

George P. Mattern

and

Patricia Dixon

, part of the first part,

, part 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

House a lot

situate on the

side

of Coal St. and extending back in length or depth feet

to an alley, in the Opeola Mills 01rd. County of ~~XXXXXX~~ and State of Pennsylvania, known as Premises No. 208

Coal

Avenue, Street, for the term of

one month

commencing on the 8th day of July A. D. 1960, and to be fully completed and ended the 8th day of August A. D. 1960, at rent of \$35 — Dollars,

payable in monthly installments of Dollars; said payments to commence on the

8th day of January A. D. 1960, and from thence to continue payable on the 8th day of each succeeding month.

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 *Fl. 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. Mattern [SEAL]

Patricia Dixon [SEAL]

[SEAL]

[SEAL]

RENT ACCOUNT

PATRICIA DIXON

RENT CHARGES:

Rent Due under Lease from Period of
July 8, 1960, through May 8, 1961----- \$350.00

RENT PAYMENTS:

July 7, 1960-----	\$35.00
August 30, 1960-----	35.00
September 21, 1960-----	13.00
September 29, 1960-----	22.00
October 31, 1960-----	33.60
November 17, 1960-----	1.40
December 17, 1960-----	10.00
December 31, 1960-----	15.00
January 18, 1961-----	15.00
January 30, 1961-----	20.00
March 17, 1961-----	20.00
March 30, 1961-----	10.00
April 15, 1961-----	15.00
May 12, 1961-----	15.00

TOTAL CREDITS----- 260.00

BALANCE DUE----- \$ 90.00

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF CENTRE

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

SS:

COUNTY OF CENTRE

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.

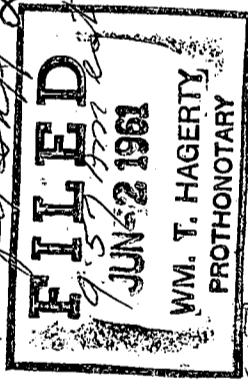
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 215 May TERM, 1961

GEORGE P. MATTERN

VS.

PATRICIA DIXON

AMICABLE ACTION AND CON-
FESSIION OF JUDGMENT IN
EJECTMENT



BAIRD & McCAMLEY
ATTORNEYS AT LAW
PHILIPSBURG, PENNSYLVANIA

PERSONAL PROPERTY SALE

SCHEDULE OF DISTRIBUTION

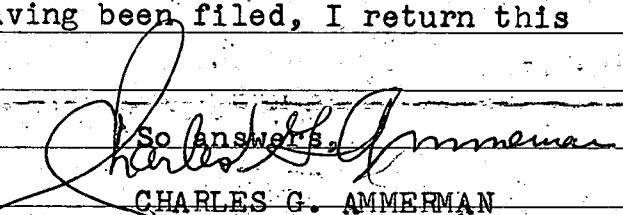
NOW, July 5, 1961, by virtue of the writ hereunto attached, after

after having given due and legal notice of the time and place of sale, by hand bills posted on the premises, setting forth the time and place of sale, I sold on the 5th day of July 1961, the defendant's personal property for \$1.00 plus costs, and made the following appropriations:

Prothonotary	6.00
Atty	6.50
Sheriffs Costs	32.17
To Debt	1.00
Total	45.67

NOW, July 17, 1961 no exceptions having been filed, I return this writ as per appropriations.

So answers,


CHARLES G. AMMERMAN
Sheriff

Distribution will be made in accordance with the above schedule unless exceptions are filed with this office within ten (10) days from this date.

CHARLES G. AMMERMAN Sheriff

BILL OF SALE

NOW, July 5, 1961, by virtue of a Writ of Execution No. 11 May Term, 1961 (Judgment No. 215 May Term, 1961) issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, on the 5th day of July 1961 and after giving due and legal notice of the time and place of Public Sale, I sold as the property of Patricia Dixon, 208 Coal Street, Osceola Mills, Pa., for the sum of \$1.00 plus costs, to Baird and McCamley, Attorneys for Plaintiff, Philipsburg, Pennsylvania, the following described property:

1 - Coal Range

1 - Refrigerator

1 - Automatic Washer

1 " Table and Chair (Kitchen)

Living Room Furniture

Chair - Table - Etc

CHARLES G. AMMERMAN
Sheriff

June 27, 1961

Patricia Dixon
22 Coal Street
Osceola Mills, Pa.

Dear Sir:

By virtue of a writ of Execution No II May Term 1961 (Judgment No 215 May Term 1961) at the suit of George Mattern I have levied on the personal property of Patricia Dixon at 22 Coal Street, Osceola Mills, Pa. and date of Sheriff's Sale will be Wednesday July 5, 1961 at 9:00 O'Clock A.M. Daylight Saving Time in the Office of Sheriff of Clearfield County, Pa. unless other arrangements are made to settle the debt of \$90.00 plus interest and Costs.

Very truly yours.

Charles G. Ammerman
Sheriff

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 Property at 22 Coal Street, Osceola Mill, Pa.
located in the Borough of Osceola Mills, Pa.
on Wednesday the 5th day of July
A.D. 19 61, at 9:00 Daylight Saving
o'clock, A.M. M. Time the
following property:

I- Ceal Range
I- Refrigerator
I- Automatic Washer
I- Table and Chair (Kitchen)

Living Room Furniture
Chair - Table - Etc

All other personal property
belonging to the defendant

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

Patricia Dixon 22 Coal Street, Osceola Mills, Pa.

Charles H Ammerman

, Sheriff

Sheriff's Office, Clearfield, Pa., June 23, 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.

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

22 Coal St Ascalon Mills

- 1 - Coal Range
- 1 - Refrigerator
- 1 - Automatic Washer
- 1 Table Kitchen
- 6 Chairs

Living Furniture -
Chair - Table etc.

All other personal
Property Belonging
to Defendant

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

Patricia Dixon 22 Coal St Ascalon

Charles Schinner

Sheriff

Sheriff's Office, Clearfield, Pa.,

June 7, 1961

Writ of Possession

GEORGE P. MATTERN

V.S.

PATRICIA DIXON

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

NO. 215 May

Term, 1961

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 certain house located at 208 Coal Street
Osceola Mills, Clearfield, Pennsylvania

(Specifically describe property)

(2) To satisfy the costs against Patricia Dixon

you are directed to levy upon the following property

of
and sell his interest, therein.

REC'D. **June 10, 1961**

Proth'y. No. 62

ECCLIOZ BEST
320

Deputy

214 *Journal of Oral Rehabilitation* 2004

RECEIVED WRIT THIS 2 day
 of June A. D. 1961,
 at 2:30 P.M.
Charles A. Francesco
 Sheriff

No. 215 May Term, 1961
 No. 11 May Term, 1961
 IN THE COURT OF COMMON
 PLEAS, CLEARFIELD COUNTY,
 PENNSYLVANIA.

George P. Mattern

vs.

Patricia Dixon

WRIT OF EXECUTION			
RENT CHARGES	RENT DUE	EXECUTION DEBT	
			\$350.00
			90.00
Interest from	-	-	
Prothonotary	-	-	6.00
Use Attorney	-	-	6.50
Use Plaintiff	-	-	
Attorney's Comm.	-	-	
Satisfaction	-	-	
Sheriff	-	-	<u>20.00 Def</u>

WRIT OF POSSESSION

Baird & McCamley
 Attorney for Plaintiff(s)

Baird & McCamley
 Attorney(s) for Plaintiff(s)

RECEIVED AT THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
 (I) TO THE PLAINTIFF FOR POSSESSION IN THE ABOVE MANNER FOR THE AMOUNT OF DUE.
 TO THE PLAINTIFF OF CLEARSING COMM.

COMPTA OF CLEARFIELD

COMMISSIONER OF RECORDS

WILL OF POSSESSION

NO. 112 26

JULY 1961

IN THE COURT OF COMMON PLEAS
 OF CLEARFIELD COUNTY, PENNSYLVANIA
 MURK COULD ON COMMON PLEAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GEORGE P. MATTERN

No. 215

May Term, 1961

vs.

PATRICIA DIXON

AMICABLE ACTION AND CONFESSION
OF JUDGMENT IN EJECTMENT

WHEREAS, under date of July 7, 1960, 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 house located at 208 Coal 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, 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 Ninety (\$90.00) 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. Mattern, as Plaintiff, and against Patricia Dixon, as Defendant, for that certain house located at 208 Coal 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 Patricia Dixon, 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 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 7th day of July A. D. 1960Between George P. Matternand Patricia Dixon, part of the first part, part of the second part.

WITNESSETH, That in consideration of the covenants, promises and agreements of the part of the second part hereinafter contained, the party of the first part doth hereby let and lease to the part of the second part, all that certain House & lot situate on the side of Coal St, and extending back in length or depth feet

Oceola Mills City, County of PA and State of Pennsylvania, known as Premises No. 208

Coal Ave, Street, for the term of one month

commencing on the 8th day of July A. D. 1960, and to be fully completed and ended the 8th day of August A. D. 1960, at rent of 35 — Dollars,

payable in monthly installments of 20 days or more Dollars; said payments to commence on

the 8th day of July A. D. 1960 and from thence to continue payable on the 8th day of each succeeding month. Rent to be automatically increased 10% 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 F. F. A. 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. Mattern [SEAL]

Patricia Dixon [SEAL]

[SEAL]

[SEAL]

RENT ACCOUNT

PATRICIA DIXON

RENT CHARGES:

Rent Due under Lease from Period of
July 8, 1960, through May 8, 1961-----\$350.00

RENT PAYMENTS:

July 7, 1960-----	\$35.00
August 30, 1960-----	35.00
September 21, 1960-----	13.00
September 29, 1960-----	22.00
October 31, 1960-----	33.60
November 17, 1960-----	1.40
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December 31, 1960-----	15.00
January 18, 1961-----	15.00
January 30, 1961-----	20.00
March 17, 1961-----	20.00
March 30, 1961-----	10.00
April 15, 1961-----	15.00
May 12, 1961-----	15.00

TOTAL CREDITS----------260.00

BALANCE DUE----------\$ 90.00

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF CENTRE

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

SS:

COUNTY OF CENTRE

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 215 May TERM, 1961

GEORGE P. MATTERN

VS.

PATRICIA DIXON

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: John P. McCamley
Prothonotary

BAIRD & MCCAMLEY
ATTORNEYS AT LAW
PHILIPSBURG, PENNSYLVANIA

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Patricia Dixon

STREET AND NO.
22 Coal Street

CITY AND STATE
Osceola Mills, Pa.

POSTMARK
OR DATE

No. 897515

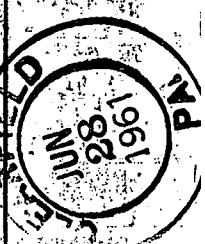
If you want a return receipt, check which
 10¢ shows to whom, when, and address
 35¢ shows to whom, when, and address
and when delivered where delivered

If you want restricted delivery, check here
 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Jul 1957

SEE OTHER SIDE



1. Stick postage stamps to your article to pay:
 20¢ certified mail fee Restricted delivery fee—50¢ (optional)
 First-class or airmail postage Special-delivery fee (optional)
 Either return receipt fee—10¢ or 35¢ (optional)

2. If you want this receipt postmarked, stick the gummed stub on the address side of the article, *leaving the receipt attached*, and present the article to a postal employee.

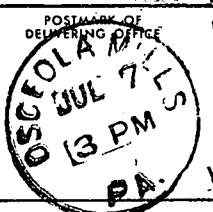
3. If you do not want this receipt postmarked, stick the gummed stub on the address side of the article, detach and retain the receipt, and mail the article.

4. If you want a return receipt, write the certified-mail number and your name and address on a return receipt card, POD Form 3811, and attach it to the back of the article. Endorse front of article RETURN RECEIPT REQUESTED.

5. If you want the article delivered only to the addressee, endorse it on the front DELIVER TO ADDRESSEE ONLY. Place the same endorsement in line 2 of the return receipt card.

6. Save your receipt and present it if you make inquiry.

U. S. GOVERNMENT PRINTING OFFICE: 1957 16-71547-6

POST OFFICE DEPARTMENT <small>OFFICIAL BUSINESS</small>		<small>PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300</small>	
		<small>POSTMARK OF DELIVERING OFFICE</small>  <small>13 PM S</small> <small>PA.</small> <small>1961</small>	
<small>INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.</small>			
REGISTERED NO.	NAME OF SENDER		
POD Form 3811 Jan. 1958	Charles G. Ammerman		
CERTIFIED NO.	STREET AND NO. OR P. O. BOX		
897515	Sheriff of Clfd County		
INSURED NO.	CITY, ZONE AND STATE		
	Clfd, Pa.		

C55-16-71548-4

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

Deliver ONLY to addressee Show address where delivered
(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

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

Patricia C. Dixon

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Deliver to addressee only.

DATE DELIVERED

JUL 7 1961

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

CS5-16-71548-4 GPO