

DOCKET NO. 174

| Number | Term | Year |
|--------|------|------|
| 216 | May | 1961 |

George P. Mattern

Versus

Imogene Dolby

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GEORGE P. MATTERN

vs.

IMOGENE DOLBY

) No. 12 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 R. Miller
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

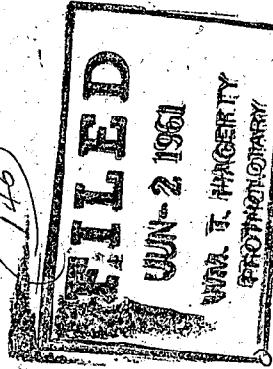
NO. 12 *May* Term, 1961

GEORGE P. MATTERN

VS.

IMOGENE DOLBY

P R A C T I C E



6 BAIRD & McCAMLEY
ATTORNEYS AT LAW
PHILIPSBURG, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GEORGE P. MATTERN

No. 216 May Term, 1961

VS.

IMOGENE DOLBY

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 party 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 Fáciás 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 7, 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 judg-

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 P. Miller

Attorney for Plaintiff

William P. Miller

Attorney for Defendant

Indenture of Lease, MADE the 21st day of February A. D. 1961,Between George P. Matherand Angela Dally

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 2 Double 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 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 35⁰⁰ per month, 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 5⁰⁰ 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. 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. Mather [SEAL]

Angela 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 : SS:
C :
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:
C :
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

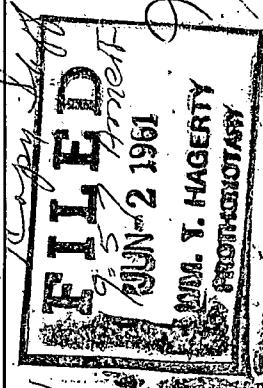
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