

DOCKET NO. 173

Number	Term	Year
253	February	1961

Trailer City, Inc.

Versus

Milford E. Carson, Jr.

Praeclipe for Writ of Execution - Money Judgments.

TRAILER CITY, INC.

vs.

MILFORD E. CARSON, JR.
R. D.
Osceola Mills, Penna.

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

NO. 253 February

Term, 1961

PRAECLYPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

- (1). directed to the Sheriff of Clearfield County;
- (2). against the following property all personal property of defendant(s) ~~and~~
- (3) ~~xx against the following property in the hands of (name) xxxxxxxxxxxxxxxx garnishee;~~
- (4). and index this writ
 - (a) against Milford E. Carson, Jr. defendant(s) ~~and~~
 - (b) ~~xx against xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, as garnishee,~~
 - ~~and levendens against real property of the defendant(s) in name of garnishee as follows:~~

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due	\$ 593.75
Interest from March 8, 1961	\$ _____
Costs (to be added)	\$ _____

Dan P. Arnold
Attorney for Plaintiff(s)

No. 253 February Term, 1961
No. *9 Feb* Term, 1961
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

TRAILER CITY, INC.

vs.

MILFORD E. CARSON, JR.

RECEIVED WRIT THIS _____ day
of _____ A. D., 19_____,
at _____ M.
Sheriff

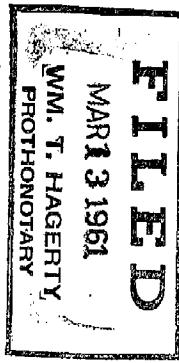
WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT

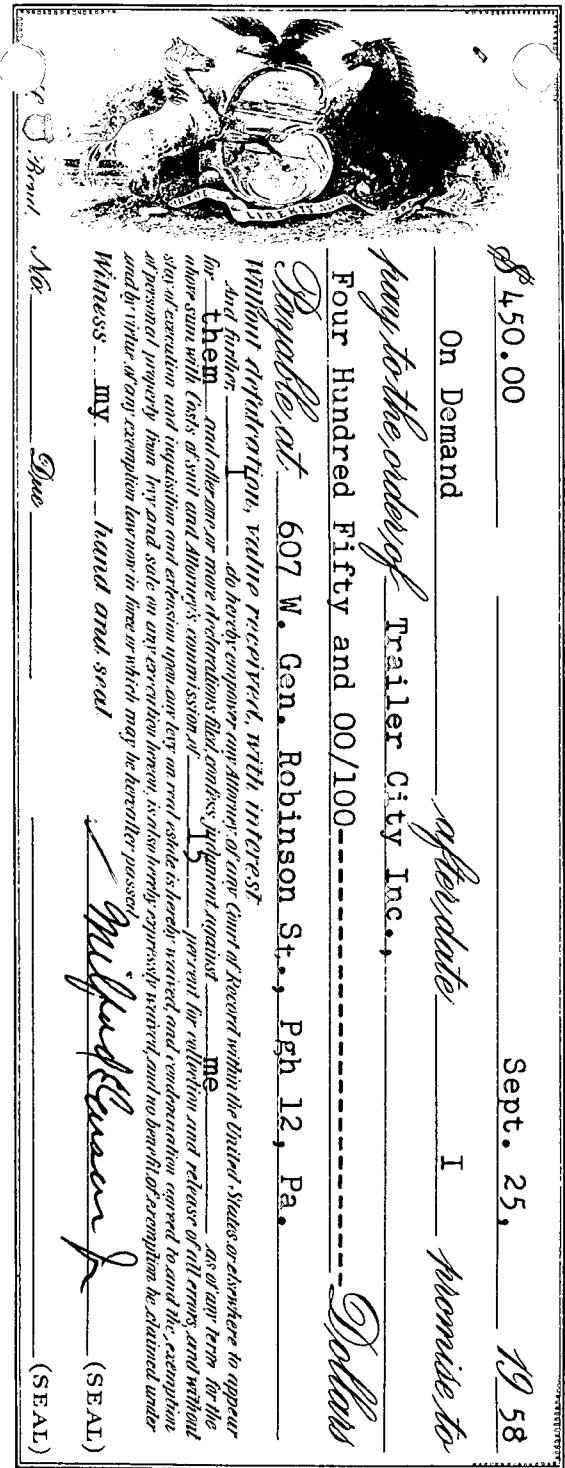
Interest from	- - -
Prothonotary	- - -
Use Attorney	- - -
Use Plaintiff	- - -
Attorney's Comm.	- - -
Satisfaction	- - -
Sheriff	- - - - -

Praeclipe for Writ of Execution

122.



Dan P. Arnold
Attorney for Plaintiff(s)



IN THE COURT OF COMMON PLEAS OF

TRAILER CITY, INC.

Clearfield County,

of Feb Term, 1958

No. 253

versus

MILFORD E. CARSON, JR.

R. D.

Osceola Mills, Pa.

Debt, - - - - \$ 450.00

Atty's Commission, - - \$ 77.45 \$ 527.45

Int. from September 25, 1958

Due On Demand

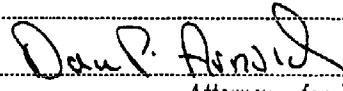
Clearfield County, ss.

The Plaintiff's claim in this case is founded on a single bill or judgment note, signed, sealed, and dated the 25th day of September A. D. 1958, by which the Defendant promise to pay to the order of the Plaintiff On Demand

the sum of Four hundred fifty (\$450.00)

Dollars, without defalcation, value received.

and which said single bill or judgment note contains a power of attorney authorizing any attorney of any Court of Record in the United States, or elsewhere, to appear therein for said Defendant and confess judgment in favor of the said Plaintiff, for the above sum, with costs of suit, and attorney's commission of 15% per cent. for collection, and release of all errors, and without stay of execution, waiving the benefit of the exemption laws; with waiver of inquisition and extension upon any levy on real estate, agreeing to condemnation and sale on Fi. Fa. of the same



Attorney for Plaintiff

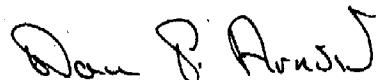
Clearfield COUNTY, ss.

By virtue of the power of attorney above recited, I do hereby appear for the said Defendant and confess judgment in favor of the said Plaintiff for the sum of Four hundred fifty (\$450.00) Dollars debt

Seventy-seven and 45/100 (\$77.45) Dollars attorney's commission, in all Five hundred twenty-seven and 45/100 (\$527.45) Dollars,

with interest thereon from the 25th day of September

A. D. 1958, with costs of suit, release of all errors, and without stay of execution, and I hereby, for said Defendant, waive inquisition and extension, and agree to the condemnation and sale on Fi. Fa. of any real estate levied upon, and further waive the exemption of real and personal property from levy and sale on execution here in, under and by virtue of any exemption law now in force, or which may hereafter be passed.



Attorney for Plaintiff

No. 253 *Set Term, 1961*

TRAILER CITY, INC.

versus

MILFORD E. CARSON, JR.

D. S. B.

Debt, \$450.00

Atty's Com., \$77.45

Int. from Sept. 25, 1958

Due On Demand

Waiving Exemption

Waiving Inquisition

Agreeing to Condemnation

Agreeing to State of Pa.

FILED
MAR. 3 1961
WM. T. HAGERTY
PROTHONOTARY

David J. Frantz
Attorney for Plaintiff

607 W. Gen. Robinson St., N. S. Pittsburgh 12, Pa.

I hereby certify that the residence of the Plaintiff in this judgment is

REGISTERED MAIL
RETURN RECEIPT REQUESTED

October 5, 1961

Milford E. Carson, Jr.
RD
Osceola Mills, Pa.

In Re: Trailer City, Inc. vs Milford
E. Carson, Jr.
No. 9 February Term, 1961
No. 10 February Term, 1961

Dear Sir:

Dan P. Arnold, Attorney for the plaintiff, has instructed this office to notify you that the balance is due on the above Writs. If payment is not made to this office before Monday, October 16, 1961, I will have to post your personal property for sale.

The balance due on debt, interest and costs on Writ of Execution No. 9 February Term, 1961 is \$660.16 and Writ of Execution No. 10 February Term, 1961 is \$848.96.

Very truly yours,

CHARLES G. AHMERMAN
Sheriff

CC: Dan P. Arnold, Esq.
Nevin B. Gilpatrick, Esq.

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 Residence of Milford E. Carson Jr.
located in the R.D. of Osceola Mills, Pa.
on Wednesday the 26 day of July Daylight
A.D. 19 61, at 2:00 o'clock, P.M. Saving Time the
following property:

All Personal Property
Household Furniture
Automobile
Tractor Mack
Flat Bed Trailer

AND ALL OTHER PERSONAL PROPERTY BELONGING
~~TO THE DEFENDANTS AND NOT ENUMERATED HEREON~~

SALE CONTINUED TO

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

Milford E. Carson Jr.

Charles G. Ammerman, Sheriff

Sheriff's Office, Clearfield, Pa., July 5, 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.

Trinity City, Inc. } NO 253 Feb. T, 1961
Milford E. Larson, Jr. } F.C.A. No. 9 Feb. T, 1961
 } NO 254 Feb. T, 1961
 } F.C.A. No. 10 Feb. T, 1961

Note

To Charles G. Ammerman, Sheriff

You are hereby notified
that the Mercury Automobile
owned upon by you in these
series as the property of Milford
Larson, Jr. is pledged to the
First National Bank of Philbyburg -
Philbyburg, Pa and can be sold
only subject to the lien of
said Bank -

Geo. Schenck
of Philbyburg

Attn: to
First National Bank
of Philbyburg,
Philbyburg, Pa.

MACK TRUCKS, INC.

728 SHORE AVENUE
PITTSBURGH 12, PA.

DIRECT FACTORY BRANCH"

ALLEGHENY 1-8000

August 2, 1961

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

Dear Sir:

We have been informed as to a levy applied against Mr. Milford E. Carson, Jr., R. D. #1, Osceola Mills, Penna. and the possible sheriff sale of Mack Tractor B6LT 21644.

This is to inform you that Mack Trucks, Inc. are the encumbrance holder on this vehicle and in the event of any possible sale of said vehicle, your office will be obliged to secure sufficient funds to pay off this vehicle subject to our encumbrance.

Very truly yours,

MACK TRUCKS, INC.

J. K. Lynch
Asst. Branch Manager

JKL/bap



D. EDWARD CHAPLIN
DAN P. ARNOLD

LAW OFFICES
CHAPLIN & ARNOLD
CLEARFIELD, PA.

July 26, 1961

Charles G. Ammerman, Sheriff
Clearfield, Pennsylvania

Re: Trailer City, Inc. vs. Milford E.
Carson, Jr.
No. 254 February Term, 1961
Execution No. 10 February Term, 1961

Dear Sir:

You are hereby authorized to credit the above judgment in the amount of \$200, which sum I received this date on behalf of Milford E. Carson, Jr.

Would you please fix a new date for an execution sale ten days from the date hereof?

You are further hereby directed, on your execution No. 10 February Term, 1961 and on your execution No. 9 February Term, 1961, to release from the levy of said execution all of the household furnishings and equipment.

Very truly yours,

Dan P. Arnold

DPA/hvg

cc: Nevin Gilpatrick, Esquire

LAW OFFICES
CHAPLIN & ARNOLD
CLEARFIELD, PA.

D. EDWARD CHAPLIN
DAN P. ARNOLD

May 2, 1961

Charles G. Ammerman, Sheriff
Court House
Clearfield, Pennsylvania

Dear Sir:

We have heard nothing from either of the defendants in the cases of Trailer City, Inc. vs. ~~Nicholas~~
~~Henry~~ Milford E. Carson, and we wish you would proceed with your executions.

Very truly yours,



Dan P. Arnold

DPA/hvg

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

All Personal Property
Household and Auto
Mark
to flat Bed trailer
to flat

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

Irvin E Carson *Charles H. Pinner* Sheriff

Sheriff's Office, Clearfield, Pa.,

March 29 1961

Writ of Execution - Money Judgments.

Trailer City, Inc.

vs.

Milford E. Carson, Jr.

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

NO 253 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 _____

Milford E. Carson, Jr., 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,

all personal property _____

(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 \$ 593.75

Interest from March 8, 1961 \$ _____

Costs (to be added) Attorney \$ 6.50
Prothonotary \$ 6.00

John L. Dugay
Prothonotary



By _____
Deputy

Date March 13, 1961

Proth'y. No. 64

RECEIVED WRIT THIS _____ day
 of MAR 13 1961 A. D., 19 _____,
 at 2:00 P. M.
Charles G. Ammerman
 Sheriff

No. 253 February Term, 1961
 No. 9 February Term, 1961
 IN THE COURT OF COMMON
 PLEAS, CLEARFIELD COUNTY,
 PENNSYLVANIA.
 Trailer City, Inc.

WRIT OF EXECUTION (Money Judgments)	
EXECUTION DEBT	\$593.75
Interest from - - -	<u>3/8/61</u>
Prothonotary - - -	<u>6.00</u>
Use Attorney - - -	<u>6.50</u>
Use Plaintiff - - -	
Attorney's Comm. - - -	
Satisfaction - - -	
Sheriff - - -	
<u>20 pd ref</u>	

vs.

Millford E. Carson, Jr.
 R.D., Osceola Mills, Pa.

WRIT OF EXECUTION

on Payment of all costs
 return writ
 11-27-61 *Dan P. Arnold*

NOW, November 27, 1961 by direction of Dan P. Arnold, Attorney for the Plaintiff, I return this writ, all costs paid.

So answers,

Charles G. Ammerman
 CHARLES G. AMMERMAN
 Sheriff

11/28/61

Dan P. Arnold
 Attorney for Plaintiff(s)