

DOCKET NO. 173

Number	Term	Year
253	February	1961

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Trailer City, Inc.

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Versus

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Milford E. Carson, Jr.

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Praecipe 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

PRAECIPE 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) against the following property in the hands of (name) garnishee;~~

(4). and index this writ

(a) against Milford E. Carson, Jr.

defendant(s) ~~and~~

~~(b) against garnishee;~~

~~as a lien pendens 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) \$

Don P. Arnsid  
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.

Praecipe for Writ of Execution

122  
**FILED**  
MAR 13 1961  
WM. T. HAGERITY  
PROTHONOTARY

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	- - -		

Dan P. Arnold  
Attorney for Plaintiff(s)



\$ 450.00

Sept. 25,

19 58

On Demand

after date

I

hereby do

pay to the order of Trailer City Inc.,

Four Hundred Fifty and 00/100-----

Dollars

Payable at 607 W. Gen. Robinson St., Pgh 12, Pa.

Without retention, value received, with interest

and further

do hereby empower my Attorney of one Court of Record within the United States or elsewhere to appear

for them

and otherwise or more restrictions filed and to execute judgment against me as of any term for the

where same with costs of suit and Attorney's commission of 15 percent for collection and release of all errors and without

stay of execution and injunction and extension upon any term on real estate is hereby waived, and condemnation required to and the, exemption

of personal property from any and sale on any execution hereon, is also hereby expressly waived, and no benefit of exemption be claimed under

and by virtue of any exemption law now in force or which may be hereafter passed.

Witness my hand and seal

*W. J. H. H. H. H. H.*

(SEAL)

No.

Two

(SEAL)

TRAILER CITY, INC.

IN THE COURT OF COMMON PLEAS OF

Clearfield

County,

of

Feb.

Term, 1958

No.

253

versus

Debt,

\$ 450.00

Atty's Commission,

\$ 77.45 \$ 527.45

Int. from

September 25, 1958

Due

On Demand

MILFORD E. CARSON, JR.

R. D.

Osceola Mills, Pa.

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~~ 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

Don P. Ansel

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.

Don P. Ansel

Attorney for Plaintiff

No. 253 *2d* Term, 1961

TRAILER CITY, INC.

versus

MILFORD E. CARSON, JR.

D. S. B.

Debt, \$450.00

Atty's Com., \$77.45 \$527.45

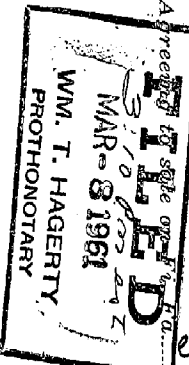
Int. from Sept. 25, 1958

Due On Demand

Waiving Exemption

Waiving Inquisition

Agreeing to Condemnation *5/R*



*David P. Hardy*  
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. ANMERMAN  
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  
A. D. 19 61, at 2:00 o'clock, P. M. <sup>Daylight</sup><sub>Saving</sub>  
<sub>Time</sub> 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.



Trailer City Inc.

✓  
Milford E. Carson Jr.

NO 253 Feb. T. 1961  
F. F. A. No. 9. Feb. T. 1961

NO 254 Feb. T. 1961  
F. F. A. No. 10 Feb. T. 1961

Notice

To Charles G. Ammerman, Sheriff

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

Given Subscribed to  
by the undersigned

attest for

First National Bank  
of Philadelphia,

Philadelphia, Pa.

# MACK TRUCKS, INC.

728 SHORE AVENUE  
PITTSBURGH 12, PA.

DIRECT FACTORY BRANCH"

ALLEGHENY 1-8000

August 2, 1957

Charles G. Annorman, 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 B61T 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



LAW OFFICES  
CHAPLIN & ARNOLD  
CLEARFIELD, PA.

D. EDWARD CHAPLIN  
DAN P. ARNOLD

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

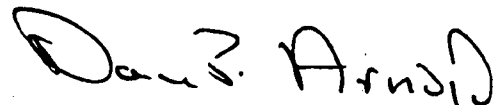
May 2, 1961

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~~  
~~Monteale and~~ Milford E. Carson, and we wish you would pro-  
ceed with your executions.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Dan P. Arnold". The signature is stylized with a large, looping initial "D" and a trailing flourish.

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  
Furniture  
to flat Bed Trailer*

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

*Melford E Carson*

*Charles J. Zimmerman*

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

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

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.

vs.  
Milford E. Carson, Jr.  
R.D., Osceola Mills, Pa.

WRIT OF EXECUTION

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

Dan P. Arnold  
Attorney for Plaintiff(s)

Dan P. Arnold  
Attorney(s) for Plaintiff(s)

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

14/292