

DOCKET NO. 173

Number	Term	Year
261	February	1961

---

Trailer City, Inc.

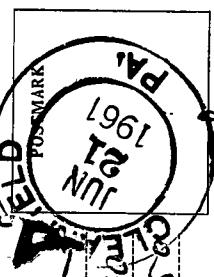
---

Versus

---

Jack E. Greenawalt

---



REGISTERED NO. **1960**

Value \$  Spec. del'ly fee \$   
Fee \$ **50** Ret. receipt fee \$: **1.00**  
Surcharge \$  Rest. del'ly fee \$   
Postage \$ **0.49**  Airmail  Postmaster, By **2**

From *John Dehmeier Jr. Sheriff*  
*Cheyenne County*  
To *Jack C. Thompson*  
*1820 Philadelphia*

POD Form 3806  
Dec. 1959

648-10-70432-4

**#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)

*John B. Schaefer*

SIGNATURE OF ADDRESSEE'S AGENT (IF ANY)

DATE DELIVERED

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

6/23/61

POST OFFICE DEPARTMENT OFFICIAL BUSINESS		PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$200	
JUN 23 1958		POSTMARK OF DELIVERING OFFICE	
<p>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.</p> <p style="text-align: center;">← RETURN TO</p>			
REGISTERED NO. <b>1960</b>	NAME OF SENDER <b>Sheriff</b>	<p>STREET AND NO. OR P. O. BOX <b>P.O. Box</b></p> <p>INSURED NO. <b>1</b> CITY, ZONE AND STATE <b>EARL CITY, PA.</b></p>	

POD Form 3811 Jan. 1958

C55-16-71548-4

LAW OFFICES

CHAPLIN & ARNOLD  
CLEARFIELD, PA.

D. EDWARD CHAPLIN  
DAN P. ARNOLD

July 26, 1961

Charles G. Ammerman, Sheriff  
Court House  
Clearfield, Pennsylvania

Dear Sir:

You have three executions of Trailer City, Inc., one each against Jack Greenawalt, Robert Greenawalt and John Greenawalt. Would you please proceed at once to post the property and fix a date for sale?

Very truly yours,



Dan P. Arnold

DPA/hvg

PLAINTIFF'S ATTORNEY

Dan P. Arnold



14/284

LEDGER NO.  
CLEARFIELD, PA.

March 14, 1961.

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Trailer City, Inc.			No. 261	Feb Term 1961.
vs			No. 17	Feb Term 1961.
Jack E. Greenwalt				
R.D. Phillipsburg, Pa.				
R.D.R.....	\$3.00		Execution Debt.....	\$1,194.62
Levy .....	3.00		Prothonotary .....	6.00
Service.....	3.00		Attys .....	6.50
c/s d/s.....	2.00		Interest Fr. March 8, 1961.	12.10
Mileage.....	3.60		Sheriff's Costs.....	38.49
Commision.....	23.89		Total.....	\$1,257.71
Total....	\$38.49			

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.

P. L. Laws.

1923

Act No. 220, page 347.



## TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Trailer City, Inc.				
vs				
Jack E. Greenwalt		No. 261 Feb Term 1961.		
R.D. Phillipsburg, Pa.		No. 17 Feb Term 1961.		
R.D.R. ....	\$3.00	Execution Debt.....	\$1,194.62	
Levy .....	3.00	Prothonotary.....	6.00	
Service.....	3.00	Attys.....	6.50	
c/s d/s.....	2.00	Interest Fr March 8, 1961.	12.10	
Mileage.....	3.60	Sheriff's Costs.....	38.49	
Commission.....	23.89	Total.....	\$1,257.71	
	\$26.79			

Charles G. Attemeran, 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.

P. L. Laws.

1923

Act No. 220, page 347.

June 20, 1961

Jack E. Greenawalt  
RD.  
Philipsburg, Pa.

In Re: Trailer City, Inc. vs  
Jack E. Greenawalt

Dear Sir:

By virtue of a Writ of Execution No. 17 February Term, 1961 (Judgment No. 261 February Term, 1961) at the suit of Trailer City, Inc., I have levied on the personal property of Jack E. Greenawalt located in Clearfield County, Pa.

Mr. Arnold, Attorney for the Plaintiff, has instructed this office to notify you that unless debt of \$1,194.62 plus interest and costs are paid to this office before Tuesday, June 27, 1961, I will have to post your personal property for sale.

Very truly yours,

CHARLES G. AMMERMAN  
Sheriff

# 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

1959 Edw  
54350

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

Charles G. Penner Sheriff

Sheriff's Office, Clearfield, Pa., March - 18 1961

Writ of Execution - Money Judgments.

Trailer City, Inc.

vs.

Jack E. Greenawalt

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

NO. 261

February

Term, 19 61

WRIT OF EXECUTION

Commonwealth of Pennsylvania } SS:  
County of Clearfield }

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against

Jack E. Greenawalt

, 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	\$ 1,194.62
Interest from March 8, 1961	\$ _____
Costs (to be added) Attorney Prothonotary	\$ 6.50 6.00

*Howard T. Shugart*  
Prothonotary

By \_\_\_\_\_  
Deputy

Date March 13, 1961

Proth'y. No. 64



In compliance with Civil Procedure Rule No. 3120 the sheriff may abandon the levy if (1) etc.

(1) The plaintiff fails to make payment promptly upon demand of the sheriff's proper fees and costs, or

(2) sale of the property levied upon is not held within six (6) months after levy, unless the proceedings are stayed or the time for sale is extended by the court. Adopted March 30, 1960. Eff. Nov. 1, 1960.

Signed,

*William Charney*  
William Charney, Sheriff

Relief under Rule Civil Procedure  
# 3120

No. 261 February Term, 1961  
No. 47 February Term, 1961  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

Trailer City, Inc.

vs.

Jack E. Greenawalt  
R. D. Philipsburg, Penna.

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	\$1,194.62
Interest from - - -	3/8/61
Prothonotary - - -	6.00
Use Attorney - -	6.50

WRIT OF EXECUTION  
Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - - -

26/10



RECEIVED WRIT THIS \_\_\_\_\_ day  
of MAR 13 1961 A. D., 19 \_\_\_\_\_,  
at *Charles S. Miller* M.  
Sheriff

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

Dan P. Arnold  
Attorney for Plaintiff(s)

Praecipe for Writ of Execution - Money Judgments.

TRAILER CITY, INC.

vs.

JACK E. GREENAWALT  
R. D.  
Philipsburg, Penna.

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

NO. 261 February Term

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) ~~xx~~ against the following property in the hands of (name) ~~xxxxxxxxxxxxxxxxxxxx~~ garnishee;
- (4). and index this writ

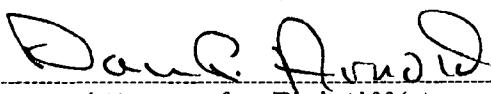
(a) against Jack E. Greenawalt defendant(s) and

~~(b) xx againstxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx as garnishee, as a lis 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.	\$ <u>1,194.62</u>
Interest from March 8, 1961	\$ _____
Costs (to be added)	\$ _____

  
Dan C. Donald

Attorney for Plaintiff(s)

No. 261 February Term, 1961  
No. 17 Feb. Term, 1961  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

vs.

TRAILER CITY, INC.

Sheriff

vs.

JACK E. GREENAWALT

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT

Interest from - - -

Prothonotary - - -

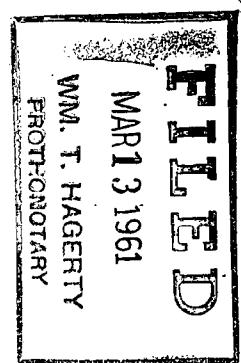
Use Attorney - -

Use Plaintiff - -

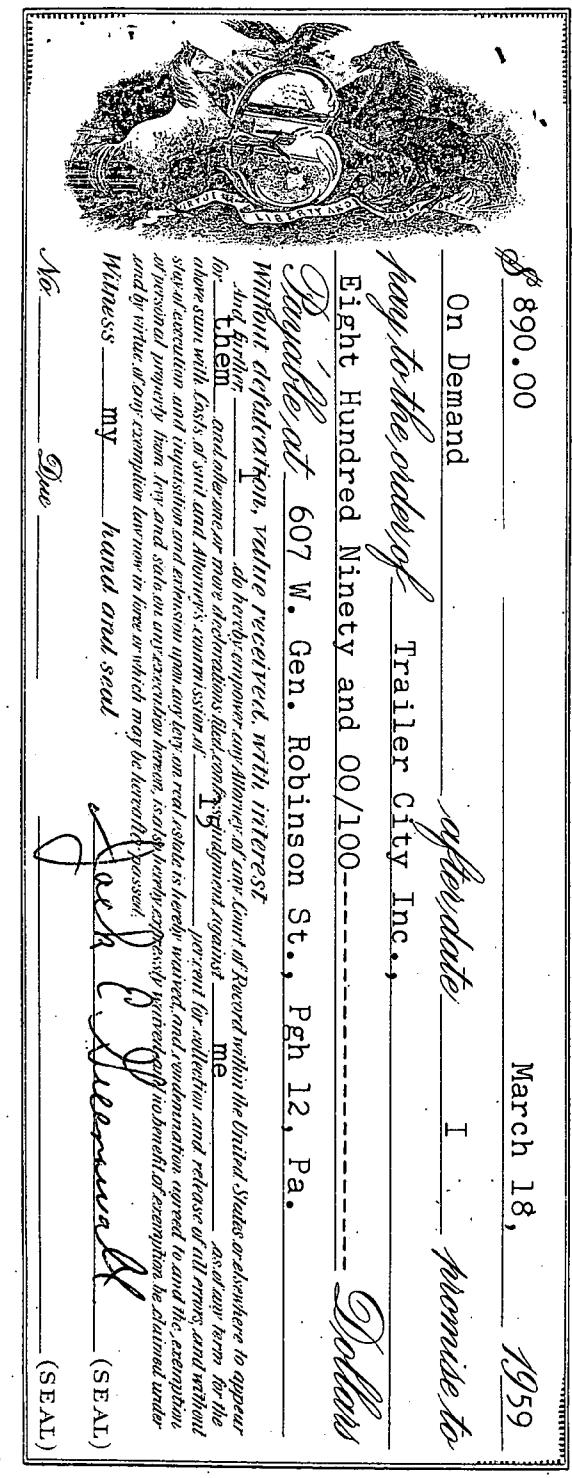
Attorney's Comm. -

Satisfaction - - -

Sheriff - - - - -



RECEIVED WRIT THIS \_\_\_\_\_ day  
of \_\_\_\_\_ A. D., 19\_\_\_\_\_,  
at \_\_\_\_\_ M.  
Dan P. Arnold  
Attorney for Plaintiff(s)



TRAILER CITY, INC.

versus

JACK E. GREENAWALT

R. D.

Philipsburg, Penna.

IN THE COURT OF COMMON PLEAS OF

Clearfield

County,

of

Feb.

Term, 1961

No.

261

Debt,

\$890.00

Atty's Commission,

\$199.30

\$1,089.30

Int. from March 18, 1959

Due On demand

Clearfield County, ss.

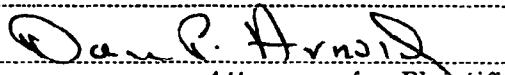
The Plaintiff's claim in this case is founded on a single bill or judgment note, signed, sealed, and dated the 18th day of March A. D. 1959,

by which the Defendant promise to pay to the order of the Plaintiff On demand ~~within six months~~, the sum of Eight hundred ninety (\$890.00)

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

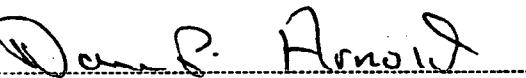
  
Dan P. Arnold  
Attorney for Plaintiff

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 Eight hundred ninety (\$890.00) Dollars debt

One hundred ninety-nine and 30/100 (\$199.30) Dollars attorney's commission, in all One thousand eighty-nine and 30/100 (\$1,089.30) Dollars, with interest thereon from the 18th day of March

A. D. 1959, 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 herein, under and by virtue of any exemption law now in force, or which may hereafter be passed.

  
Dan P. Arnold  
Attorney for Plaintiff

I hereby certify that the residence of the Plaintiff in this judgment is  
607 W. Gen. Robinson St., N. S., Pittsburgh 12, Penna.

*Don P. Arnold* Attorney for Plaintiff

No. 261 *Sub* Term, 1961

TRAILER CITY, INC.

versus

JACK E. GREENAWALT

D. S. B.

Debt, \$ 890.00.  
Atty's Com., \$ 199.30 \$1,089.30  
Int. from March 18, 1959  
Due on Demand  
Waiving Exemption  
Agreeing to Condemnation  
Agreeing to sale on Fi. Fa. *5/6* *350* *Sub*  
**FILED** *3/10/61*  
WM. T. HAGERTY  
PROTHONOTARY  
373