

Mtg - Franchise

DOCKET NO. 174

NUMBER TERM YEAR

308 September 1961

Union Banking & Trust Company

**VERSUS**

Mary C. Leitzell

Terence P. Leitzell

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE UNION BANKING AND TRUST :  
COMPANY, of DuBois, Pennsylv- :  
ania :

-vs-

MARY C. LEITZELL and TERENCE :  
P. LEITZELL :

NO. 308 SEPTEMBER TERM, 1961

TO: WILLIAM T. HAGERTY, PROTHONOTARY

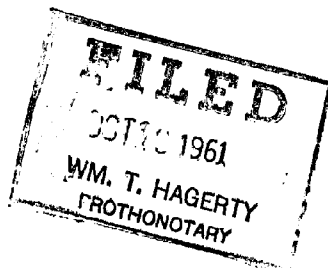
SIR:

Enter our appearance for the Plaintiff and the Defendants  
in the above case.

GLEASON, CHERRY & CHERRY

By

Edward V. Cherry





# SHERIFF'S OFFICE

\$ \_\_\_\_\_ Clearfield, Pa., \_\_\_\_\_, 19\_\_

Received of \_\_\_\_\_

\_\_\_\_\_ Dollars

100

For \_\_\_\_\_  
BY \_\_\_\_\_ Sheriff

Sheriffs Sale of Real Estate

Union Banking & Trust Company : Judgment No. 308 Sept. Term, 1961

vs

Mary C. Leitzell and  
Terence P. Leitzell

:

: Execution No. 17 Sept. Term, 1961

Following costs paid by Gleason, Cherry & Cherry, Attorneys at Law

Sheriffs Deed	5.00
Pro Ack Deed	1.00
Recording Deed	5.50
St. T. Tax	60.43
Rev St	1.10
	<u>\$ 73.03</u>
Writ of Execution	11.50
Atty Docket Fee	3.00
Adv of Sale	67.12
Recorder of Deeds Mtr Sch	2.00
Pro List Liens	2.00
Sheriffs Costs	<u>40.44</u>
	<u>\$ 126.06</u>
Total	\$ 199.09

CHARLES G. AMMERMAN  
Sheriff

TO DICK REED, DR.

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

Clearfield, Pa,

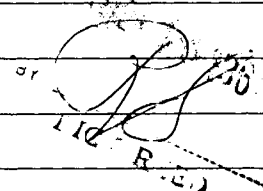
*Dec 18* 196*1*

*Charles G. Gummerman,*  
*Sheriff,*  
*Clearfield, Pa*

*Ed V. Cherry* Attorney

Nº 71594

Please return this bill with remittance for receipt.  
Make all checks payable to Dick Reed.

<i>Deed Mary C. Leitzell By Shiffal</i>				
<i>to</i>				
<i>Neal J. Hardy Federal Housing Comm.</i>		<i>550</i>		
<i>State Tax</i>		<i>6043</i>		
<i>Fed. Rev.</i>		<i>110</i>		
			<i>6703</i>	
				

The above mentioned instruments are received subject to the provision of Acts of Assembly requiring payment of fees in advance

# REAL ESTATE SALE

## SCHEDULE OF DISTRIBUTION

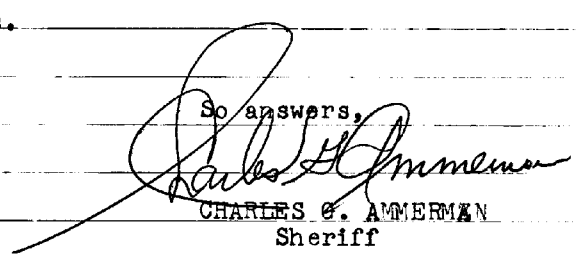
NOW, December 4, 1961, by virtue of the writ hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this county, and by hand bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield, on the 1st day of December 1961, I exposed the within described real estate of Mary C. Leitzell and Terence P. Leitzell

to public vendue or outcry at which Neal J. Hardy, of Washington, D. C., as Federal time and place I sold the same to Housing Commissioner, his successors and assigns he being the highest and best bidder, for the sum of \$1.00 plus costs, and made the following appropriations, viz:

	Taxes Balance for 1961	59.11
	Attorney	14.50
Deed Costs	Atty Com	302.13
Sheriffs Deed	5.00 DuBois Courier Express Adv and Sales	
Pro Ack Deed	1.00 Cards Invoice # C 187	67.12
Recording Deed	5.50 Recorder of Deeds Mtr Sch	2.00
St T Tax	60.43 Pro List Liens	2.00
Rev St	1.10 Sheriffs Costs	40.44
Total	73.03 -- Deed Costs	73.03
	To Debt	1.00
	Total	561.33

NOW, December 15, 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

INVOICE

# DuBois Courier-Express

DAILY EXCEPT SUNDAY  
56-58 WEST LONG AVENUE  
DuBois, PENNSYLVANIA

*In Account With* November 24, 1961

Charles G. Ammerman, Sheriff  
Clearfield, Pa.

C 187

TERMS:—Cash

---

Advertising in DuBois Courier-Express  
( Property of Mary C. Leitzell and Terence P. Leitzell )

November 8--501 words

" 15--501 "

" 22--501 "

1506 words-----@.04¢-----\$ 60.12

Notary fee---- .50

10 Sales Cards- 6.50

\$ 67.12

**SHERIFF'S SALE  
OF VALUABLE REAL ESTATE**

By virtue of writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania and to me direct, there will be exposed to public sale in the Sheriff's Office in the Courthouse in the Borough of Clearfield, on

FRIDAY, December 1, 1961

At 10:00 o'clock A. M.

**THE FOLLOWING DESCRIBED  
PROPERTY TO WIT:**

All of that certain lot or piece of land situated in the City of DuBois, County of Clearfield and State of Pennsylvania, and being the Northern half of the Western part of Lot No. 661 of the John E. DuBois Plan of lots, bounded and described as follows, to wit:

BEGINNING at the Southwest corner of Lot No. 662 on the East side of First Street; thence in a Southerly direction along First Street 40 feet to a point; thence in an Easterly direction and parallel to Lot No. 662, 95 feet to a point 25 feet West of Lot No. 663; thence in a Northerly direction along a line running parallel to the West boundary of Lot No. 663 and being 25 feet therefrom 40 feet to Lot No. 662; thence in a Westerly direction along the boundary between Lot No. 662 and lot herein conveyed 95 feet more or less, to First Street and place of beginning. Being a part of Lot No. 661 of the John E. DuBois Plan of Lots of the City of DuBois. Having thereon erected a two-story frame dwelling house known as 302 First Street.

BEING the same premises which John C. Smith, Jr., and Grace E. Smith, husband and wife, by their deed dated November 20, 1958, conveyed to Mary C. Leitzell and Terence P. Leitzell, mother and son, recorded at Clearfield, Pennsylvania in Deed Book No. 471, page 305.

Seized, taken in execution and to be sold as the property of Mary C. Leitzell and Terence P. Leitzell situated in City of DuBois, Clearfield County, Pa., at the suit of Union Banking & Trust Company, DuBois, Pa. on Judgment No. 308 September Term, 1961, Writ of Execution No. 17 September Term, 1961.

**TERMS OF SALE**

The price or sum at which the property shall be struck off must be paid at the time of the sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who in case of deficiency at such resale shall make good the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

To all parties interested in the property, notice is hereby given that the same will be sold at public sale at the Sheriff's Office in the Courthouse in the Borough of Clearfield, Pennsylvania, on Friday, December 1, 1961, at 10:00 o'clock A. M.

OF VALUE OF REAL ESTATE  
By writ of writ of Execution  
issued of the Court of Com-  
mon Pleas of Clearfield County,  
Pennsylvania and to me direct,  
there will be exposed to public  
sale in the Sheriff's Office in the  
Courthouse in the Borough of  
Clearfield, on

FRIDAY, December 1, 1961

At 10:00 o'clock A. M.

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PROPERTY TO WIT:

All of that certain lot or piece  
of land situated in the City of  
DuBois, County of Clearfield and  
State of Pennsylvania, and being  
the Northern half of the Western  
part of Lot No. 661 of the John  
E. DuBois Plan of lots, bounded  
and described as follows, to wit:

BEGINNING at the Southwest  
corner of Lot No. 662 on the East  
side of First Street; thence in a  
Southerly direction along First  
Street 40 feet to a point; thence  
in an Easterly direction and paral-  
lel to Lot No. 662, 95 feet to a  
point 25 feet West of Lot No.  
663; thence in a Northerly direc-  
tion along a line running parallel  
to the West boundary of Lot No.  
663 and being 25 feet therefrom  
40 feet to Lot No. 662; thence in  
a Westerly direction along the  
boundary between Lot No. 662  
and lot herein conveyed 95 feet,  
more or less, to First Street and  
place of beginning. Being a part  
of Lot No. 661 of the John E. Du-  
Bois Plan of Lots of the City of  
DuBois. Having thereon erected  
a two-story frame dwelling house  
known as 302 First Street.

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Grace E. Smith, husband and  
wife, by their deed dated Novem-  
ber 20, 1958, conveyed to Mary C.  
Leitzell and Terence P. Leitzell,  
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Clearfield, Pennsylvania in Deed  
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to be sold as the property of Mary  
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Company, DuBois, Pa. on Judg-  
ment No. 308 September Term,  
1961, Writ of Execution No. 17  
September Term, 1961.

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property shall be struck off must  
be paid at the time of the sale  
or such other arrangements made  
as will be approved, otherwise the  
property will be immediately put  
up and sold again at the expense  
and risk of the person to whom  
it was struck off and who in case  
of deficiency at such resale shall  
make good the same and in no  
instance will the deed be present-  
ed for confirmation unless the  
money is actually paid to the  
Sheriff.

#### NOTICE

To all parties in interest and  
claimants; a schedule of distri-

bution will be filed by the Sheriff  
in his office the first Monday fol-  
lowing date of sale and distribu-  
tion will be made in accordance  
with the schedule, unless excep-  
tions are filed within ten (10)  
days thereafter.

Sheriff's Office

Clearfield, Pa.

CHARLES G. AMMERMAN  
Sheriff

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE DUBOIS-COURIER-EXPRESS  
PUBLISHED BY COURIER-EXPRESS PUBLISHING COMPANY**

Under Act No. 587, Approved May 16, 1929, P. L. 1784

STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

ss:

*M. L. Bloom, Genl. Mgr.* of The DuBois Courier-Express,

of the County, and State aforesaid, being duly sworn, deposes and says that **The DuBois Courier-Express** is a daily newspaper published by Courier-Express Publishing Company at 56-58 West Long Avenue, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said daily newspaper has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the daily newspaper on the following dates, viz: the *8th, 15th & 22nd* day of *November*, A.D., 19 *61*.

Affiant further deposes that he is an officer duly authorized by **The DuBois Courier-Express**, a daily newspaper, to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

**COURIER-EXPRESS PUBLISHING COMPANY**

Publisher of

**THE DUBOIS COURIER-EXPRESS**

By

*M. L. Bloom, Genl. Mgr.*

Sworn and subscribed to before me this *24* day of *Decr*, 19 *61*

*My commission expires 1-16-63*  
*My commission expires 1-16-63*

Notary Public

**Statement of Advertising Costs**

**COURIER-EXPRESS PUBLISHING COMPANY**

Publisher of

**THE DUBOIS COURIER-EXPRESS**

DuBois, Pa.

To *Charles B. Ammerman, Sheriff*  
*(Litchell Property)* Dr.

For publishing the notice or advertisement attached hereto on the above stated dates \$ *66.62*

Probating same . . . . . \$ *.50*

Total . . . . . \$ *67.12*

**Publisher's Receipt for Advertising Costs**

**The DuBois Courier-Express**, a daily newspaper hereby acknowledges receipt of the aforesaid advertising and publication costs, and certifies that the same have been fully paid.

Office: 56-58 West Long Avenue, DuBois, Pa.  
Established 1879, Phone 42.

**COURIER-EXPRESS PUBLISHING COMPANY**

Publisher of

**THE DUBOIS COURIER-EXPRESS**

By .....

I hereby certify that the foregoing is the original Proof of Publication and Receipt for the Advertising costs in the subject matter of said notice.

1961

No 14522

SCHOOL TAX — DUBOIS, PA.

School Tax Statement—Date September 1, 1961  
**ASSESSED VALUATION** 1680

Per Capita.....		
Tax Levy 24 Mills.....	40	32
Personal Tax.....		
Total.....		
Discount.....		
Penalty.....		
TOTAL.....		

H + Ft. R

Mary C. + Terence P. Feitzell  
 St. 302 First St. Ward 3  
 DuBois, Penna.

Under Act of 1923 Women are Liable to the Same Penalties as Men for  
 Non-Payment of Per Capita (See Other Side)

**1961**  
**School No 14522**  
**TAX**

Page 274 Line 10 Ward 3

Mary C. + Terence P. Feitzell

Per Capita.....		
Tax Levy 24 M.....	40	32
Personal Tax.....		
Total.....		
Discount.....		
Penalty.....		
TOTAL.....		

# SCHOOL TAX NOTICE

---

1961 School Taxes as shown on the reverse side of this statement are now due and payable at the office of City Treasurer, City of DuBois, Clearfield County, Pennsylvania, and you are hereby requested to make prompt payment of the same.

## PAYMENT OF TAXES

The following terms apply to the payment of 1961 School Tax:—On taxes paid in full from September 1, 1961 up to and including October 31, 1961, a discount of 2% will be deducted.

## SAVE YOUR DISCOUNT

On all School Taxes remaining unpaid on December 31, 1961, a penalty of five percent will be added.

Every person twenty-one years of age or over must pay a per capita tax of \$5.00, and a Personal Tax of \$5.00.

NOTE:—The Husband is now liable for payment of the Wife's taxes. Act of 1945 Assembly requires that the Collector must issue wage deduction orders for payment of the Wife's taxes as well as for the husband's taxes.

---

NOTE:—Please bring or send this statement with your remittance as it will be your receipt when properly signed.

OFFICE HOURS—8:30 a. m. to 4:30 p. m.  
Except Sunday and Legal Holidays  
Closed Saturdays.

**F. S. RICHARDS, Collector**

City Building, West Scribner Avenue  
DUBOIS, PA.

1

Clearfield, Pa., Nov. 22 1961

**Attorney**

Please return this bill with remittance for receipt.  
Make all checks payable to Dick Reed.

Mortgage Search	200
Mary C. + Terence P. Litzell	

The above mentioned instruments are received subject to the provision of Acts of Assembly requiring payment of fees in advance

STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

} SS.

I, Dick Reed, Recorder of Deeds, Etc., in and for said county,  
do hereby Certify that I have examined the Records in my office  
carefully and do ~~not~~ find ~~any~~ Mortgages against the following

named persons: .....

Mary C. Leitzell al to Union Banking & Trust Co. - 183-4

\$6600.00 - November 21, 1958, DuBois

Terence P. Leitzell al to Union Banking & Trust Co. - 183-4

\$6600.00 - November 21, 1958, DuBois

In testimony Whereof, I have hereunto set my hand and official seal this 21 day of  
November, A.D. 19 61 . Time 3:25 P.M. E.S.T.

*Dick Reed*  
RECORDER OF DEEDS  
MY COMMISSION EXPIRES  
FIRST MONDAY IN JANUARY 1964



State of Pennsylvania, County of Clearfield, ss:

I, Wm. T. Hagerty Prothonotary of the Court  
of Common Pleas of Clearfield County, do hereby certify that I have examined the  
Docket of Judgment Liens remaining in said Court for a term of five years last past, and  
that there are no judgments remaining unsatisfied therein against \_\_\_\_\_  
Mary C. Leitzell and Terence P. Leitzell  
except as set forth in the within foregoing list of Liens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of  
said Court to be affixed, at Clearfield, this 17th day of  
November, A. D. 1961.

Wm. T. Hagerty Prothonotary

**List of Liens**

VERSUS

Mary C. Leitzell

Terence P. Leitzell

FEE

SHERIFF'S SALE  
OF VALUABLE REAL ESTATE

---

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania and to me direct, there will be exposed to public sale in the Sheriff's Office in the Courthouse in the Borough of Clearfield, on

FRIDAY, December 1, 1961

At 10:00 o'clock A.M.

THE FOLLOWING DESCRIBED PROPERTY TO WIT:

(As described on the attached sheet;

---

---

Seized, taken in execution and to be sold as the property of Mary C. Leitzell and Terence P. Leitzell situated in City of DuBois, Clearfield County, Pa., at the suit of Union Banking & Trust Company, DuBois, Pa. on Judgment No. 308 September Term, 1961, Writ of Execution No. 17 September Term, 1961.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of the sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who in case of deficiency at such resale shall make good the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and claimants; a schedule of distribution will be filed by the Sheriff in his office the first Monday following date of sale and distribution will be made in accordance with the schedule, unless exceptions are filed within ten (10) days thereafter.

---

Sheriff's Office, Clearfield, Pa.

CHARLES G. AIMERMAN,  
Sheriff

Directions to Newspaper

DuBois Courier Express (Please publish once a week for three successive weeks, beginning November 8, 1961)

DuBois Courier Express to prepare ten (10) Sales Cards.

ALL of that certain lot or piece of land situated in the City of DuBois, County of Clearfield and State of Pennsylvania, and being the Northern half of the Western part of Lot No. 661 of the John E. DuBois Plan of lots, bounded and described as follows, to wit:

BEGINNING at the Southwest corner of Lot No. 662 on the East side of First Street; thence in a Southerly direction along First Street 40 feet to a point; thence in an Easterly direction and parallel to Lot No. 662, 95 feet to a point 25 feet West of Lot No. 663; thence in a Northerly direction along a line running parallel to the West boundary of Lot No. 663 and being 25 feet therefrom 40 feet to Lot No. 662; thence in a Westerly direction along the boundary between Lot No. 662 and lot herein conveyed 95 feet, more or less, to First Street and place of beginning. Being a part of Lot No. 661 of the John E. DuBois Plan of Lots of the City of DuBois. Having thereon erected a two-story frame dwelling house known as 302 First Street.

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BEING the same premises which John C. Smith, Jr., and Grace E. Smith, husband and wife, by their deed dated November 20, 1958, conveyed to Mary C. Leitzell and Terence P. Leitzell, mother and son, recorded at Clearfield, Pennsylvania in Deed Book No. 477, page 364.

# 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

*Real Estate  
as per  
Receipts*

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

*Mary C. & Irene P. Settyll*

*Charles E. Gorman* Sheriff

Sheriff's Office, Clearfield, Pa., *Oct 17* 19*61*

but on will be filed by the Sheriff  
in his office the first Monday fol-  
lowing date of sale and distribu-  
tion will be made in accordance  
with the schedule, unless excep-  
tions are filed within ten (10)  
days thereafter.

Sheriff's Office,

Ch. Artfield Pa.

CHARLES G. AMMERMAN  
Sheriff

Writ of Execution. Mortgage Foreclosure.

Union Banking & Trust Company

vs.

Mary C. Leitzell and  
Terence P. Leitzell

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

NO. 17 September

Term, 1961

WRIT OF EXECUTION

Commonwealth of Pennsylvania }

County of Clearfield }

SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

(Specifically describe property)

Amount due (SEE REVERSE SIDE)

\$ \_\_\_\_\_

Interest from

\$ \_\_\_\_\_

Costs (to be added)

\$ \_\_\_\_\_

*James T. Hagerty*  
Prothonotary

Deputy



Date October 16, 1961

Proth'y. No. 61

No. 308 September Term, 1961  
No. 17 September Term, 1961

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

Union Banking & Trust Company

DuBois, Pa.

vs.

Mary C. Leltzell and

Terence P. Leltzell

328 Rumbarger Ave., DuBois, Pa.

WRIT OF EXECUTION

From No. 308 Sept. Term, 19 61

Gleason, Cherry & Cherry  
Attorney(s) for Plaintiff(s)

RECEIVED WRIT THIS 16 day  
of October A. D., 1961,  
at 11:30 P.M.

*Charles H. Zimmerman*  
Sheriff

WRIT OF EXECUTION  
(Mortgage Foreclosure)

EXECUTION DEBT	\$6042.77	
10/25/60 to 10/16/61	308.86	
Interest from	59.11	
Taxes-Bal. for 1961	14.50	
<del>Executionary</del>	100.00	
Use Attorney - -	302.13	
Sniff. by Atty. - -	2.00	
<del>Exec Plaintiff</del> - -	2.00	
Attorney's Comm. - -		
RECORDED OF DEEDS		
Satisfaction - -		
<i>For Exec Deed</i>		
Sheriff - - - -		
<i>\$ 800.00 Dep. 11/14</i>		

Gleason, Cherry & Cherry  
Attorney for Plaintiff(s)

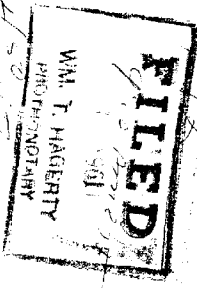
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
NO. 308 SEPTEMBER TERM, 1961

THE UNION BANKING AND TRUST  
COMPANY, of Dubois, Pennsylv-  
ania

-VS-

MARY C. LEITZELL and TERENCE  
P. LEITZELL

STATEMENT AND CONFESSION  
OF JUDGMENT  
CERTIFICATE OF RESIDENCE  
(MORTGAGE FORECLOSURE)



LAW OFFICES  
GLEASON, CHERRY & CHERRY  
7-10 DAKES BUILDING  
DU BOIS, PENNSYLVANIA  
109 N BRADY STREET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE UNION BANKING AND TRUST :  
COMPANY, of DuBois, Pennsyl- :  
vania :

-vs-

NO. 308 SEPTEMBER TERM, 1961

MARY C. LEITZELL and TERENCE :  
P. LEITZELL :

STATEMENT AND CONFESSION OF JUDGMENT

The Plaintiff's claim on the above stated action is founded on a bond hereunto annexed under the hands and seals of the Defendants secured by a Mortgage dated November 20, 1958, in and by which bond the Defendants stand bound unto the Plaintiff in the sum of \$13,200.00 conditioned for the payment of the just sum of \$6,600.00, together with interest thereon at the rate of  $5\frac{1}{4}\%$  per annum, payable at the rate of \$53.06 per month, which payments it is averred are in default.

The said bond provided for the entire balance to be paid within 15 years and also all premiums paid by the Mortgagee for maintaining insurance against loss or damage by fire upon the premises described in the Indenture Mortgage bearing date the 20th day of November, 1958, accompanying the said bond, which said Mortgage is recorded in the office of the Recorder of Deeds in and for the County of Clearfield and State of Pennsylvania in Mortgage Book No. 183, page 4, and which Bond and Mortgage provide for the payment of taxes by the Defendants assessed or levied at any time, present or future, by any lawful authority upon the premises covered by the Mortgage securing this obligation.

The aforesaid bond is accompanied by a warrant of attorney executed by the said Defendants authorizing any attorney of any court of record in the State of Pennsylvania or elsewhere to

appear for the Defendants thereon and confess judgment against them for the just sum of \$6,600.00 with costs of suit and a 5% Attorney's commission with the release of all errors waiving the right of inquisition on real estate and all laws exempting real or personal property on sale from execution.

The Plaintiff avers that there is a default in the payment of the obligation as aforesaid and that there is justly due and owing it of the said just sum the following, to wit:

Principal balance	\$6,042.77
Interest from 10/25/60 to 10/16/61	308.86
Taxes - balance owing for year 1961	59.11
Cost to Prothonotary for filing Bond and Writ of Execution	11.50
Costs advanced to Sheriff	100.00
Attorney's Commission - 5%	<u>302.13</u>
Total	\$6,824.37

GLEASON, CHERRY & CHERRY

By Edw. V. Cherry  
Attorneys for Plaintiff  
Union Banking and Trust Company

CONFESSION OF JUDGMENT

By virtue of the Warrant of Attorney above mentioned and hereunto annexed, the Defendants having breached the terms of the attached Bond and having failed to make payments when due, we hereby appear for MARY C. LEITZELL and TERENCE P. LEITZELL, the Defendants, in the above stated action and confess judgment thereon against the said MARY C. LEITZELL and TERENCE P. LEITZELL and in favor of THE UNION BANKING AND TRUST COMPANY, of DuBois, Pennsylvania, the Plaintiff, for the sum of \$6,042.77 and unpaid interest from 10/25/60 to 10/16/61, \$308.86 ; taxes \$59.11; cost to Prothonotary for filing Bond and writ of execution, \$11.50 ; costs advanced to Sheriff, \$100.00 ; Attorney's Commission \$302.13; a total of \$6,824.37 ; with interest at 5 $\frac{1}{4}$ % after October 16, 1961, all in accordance with the tenure of said Warrant of Attorney and, we do hereby release all errors and waive the right of inquisition of real estate and waive all laws exempting real or personal property from levy and sale on execution.

GLEASON, CHERRY & CHERRY

By Edward V. Cherry  
Attorneys for Defendants

CERTIFICATE OF RESIDENCE

TO: WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

I hereby certify that the address of THE UNION BANKING AND TRUST COMPANY, of DuBois, Pennsylvania, the Plaintiff herein is West Long Avenue, DuBois, Pennsylvania, and the address of MARY C. LEITZELL and TERENCE P. LEITZELL, her son, Defendants herein, is 328 Rumbarger Avenue, DuBois, Pennsylvania.

GLEASON, CHERRY & CHERRY

By

*Edward V. Cherry*

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE UNION BANKING AND TRUST  
COMPANY, of DuBois, Pennsyl-  
vania

-vs-

MARY C. LEITZELL and TERENCE  
P. LEITZELL

:  
:  
:  
:  
: NO. \_\_\_\_\_ SEPTEMBER TERM, 1961  
:  
:  
:

AFFIDAVIT OF DEFAULT

TO: WILLIAM T. HAGERTY, PROTHONOTARY:

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

D. B. KIEL, Treasurer of THE UNION BANKING AND TRUST COMPANY, being duly sworn according to law, deposes and says that THE UNION BANKING AND TRUST COMPANY is about to have judgment entered by virtue of a warrant of attorney accompanying a Bond both of which are attached hereto, given by MARY C. LEITZELL and TERENCE P. LEITZELL, to the said UNION BANKING AND TRUST COMPANY, dated November 20, 1958, said Bond being secured by a Mortgage recorded in the office of the Recorder of Deeds of Clearfield County on November 21, 1958 in Mortgage Book No. 183, page 4, that default has been made in the payment of the principal and interest of said Bond; whereupon, under the terms of said Bond and Mortgage the entire principal sum evidenced and secured thereby became forthwith due and payable.

THE UNION BANKING AND TRUST COMPANY

By \_\_\_\_\_  
Treasurer

Sworn to and subscribed before me this 13<sup>th</sup> day of

October, 1961.

[Signature]  
Notary Public  
My Comm. expires Jan. 7, 1963.

## BOND

KNOW ALL MEN BY THESE PRESENTS THAT We, MARY C. LEITZELL, unmarried, and  
TERENCE P. LEITZELL, her son, of DuBois, Clearfield County, Penna.  
(hereinafter called the Obligor s ), held and firmly bound unto  
THE UNION BANKING & TRUST COMPANY, of DuBois, Pennsylvania,

a corporation organized under the laws of State of Pennsylvania, (hereinafter called the  
Obligee), in the sum of Thirteen Thousand Two Hundred Dollars (\$ 13,200.00 ),  
lawful money of the United States of America, to be paid to the said Obligee, its certain attorney, suc-  
cessors or assigns; to which payment well and truly to be made, the Obligor s do jointly and severally  
bind and oblige themselves, their Heirs, Executors, and Administrators firmly by these presents.  
Sealed with seal s, Dated the 20th day of November in the year of our Lord  
one thousand nine hundred and fifty-eight (1958).

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above-bounden Obligor s, their Heirs,  
Executors, or Administrators, shall and do well and truly pay or cause to be paid unto the above-named  
Obligee, its successors or assigns, the just sum of Sixty-six Hundred  
Dollars (\$ 6,600.00 ), lawful money as aforesaid, with interest at the rate of five and one-fourth  
per centum (  $5\frac{1}{4}\%$  ) per annum on the unpaid balance, until paid, said principal sum and interest to be  
paid in 180 monthly installments of Fifty-three and 06/100 Dollars  
(\$ 53.06 ), commencing on the first day of December, 1958, and thereafter on the  
first day of each month until the principal and interest are fully paid, except that the final payment of  
principal and interest, if not sooner paid, shall be due and payable on the first day of November,  
1973, privilege being reserved to pay this obligation in whole, or in an amount equal to one or more  
monthly payments on the principal that are next due, on the first day of any month prior to maturity;  
provided, however, that written notice of an intention to exercise such privilege is given at least thirty  
(30) days prior to prepayment; and provided further, that in the event this debt is paid in full prior  
to maturity, and at that time it is insured under the provisions of the National Housing Act, all parties  
liable for the payment of same, whether principal, surety, guarantor, or endorser, agree to be jointly and  
severally bound to pay to the holder of this bond an adjusted premium charge of one per centum (1%)  
of the original principal amount hereof, except that in no event shall the adjusted premium exceed the  
aggregate amount of premium charges which would have been payable if the mortgage had continued to  
be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the  
Federal Housing Commissioner on account of mortgage insurance:

And shall also well and truly pay or cause to be paid unto the said Obligee, its successors or assigns, in  
addition to and concurrently with, such monthly installments of principal and interest, the following sums:

- (a) If this Obligation and the Mortgage of even date securing the same are insured under the  
provisions of the National Housing Act and so long as they continue to be so insured,  
one-twelfth ( $\frac{1}{12}$ ) of the annual mortgage insurance premium for the purpose of putting  
the Obligee in funds with which to discharge its obligation to the Federal Housing Com-  
missioner for mortgage insurance premiums pursuant to the provisions of the  
National Housing Act, as amended, and Regulations thereunder. The Obligee shall, on  
the termination of its obligation to pay mortgage insurance premiums, credit to the  
account of the Obligor s all payments made under the provisions of this subsection which  
the Obligee has not become obligated to pay to the Federal Housing Commissioner.
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become  
due and payable on policies of fire and other hazard insurance covering the said premises,  
plus taxes and assessments next due on the premises covered by the said Mortgage (all  
as estimated by the Obligee) less all sums already paid therefor divided by the number of  
months to elapse before one month prior to the date when such ground rents, premiums,  
taxes and assessments will become delinquent, such sums to be held by Obligee in trust to  
pay said ground rents, premiums, taxes, and special assessments.
- (c) All monthly installments of principal and interest, and all payments mentioned in para-  
graphs (a) and (b) above, shall be added together and the aggregate amount thereof  
shall be paid by the Obligor s each month in a single payment to be applied by the  
Obligee to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Federal Housing  
Commissioner;
- (II) ground rents, taxes, assessments, fire and other hazard insurance premiums;
- (III) interest on the debt secured hereby; and
- (IV) amortization of the principal of the debt represented by said Obligation.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made  
good by the Obligor s prior to the due date of the next such payment, constitute an event  
of default hereunder and under the said Mortgage. In the event that any payment shall

become overdue for a period of fifteen (15) days, a "late charge" of two cents (2¢) for each dollar (\$1) so overdue may be charged by the holder hereof, for the purpose of defraying the expense incident to handling such delinquent payment;

And, if the total of the payments made by the Obligor S, under paragraph (b) preceding, shall exceed the amount of payments actually made by the holder of the bond for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by the holder of the bond on subsequent payments to be made by the Obligor S. If, however, the monthly payments made by the Obligor S, under paragraph (b) preceding, shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Obligor S shall pay to the holder of the bond any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Obligor S shall tender to the holder of the bond, in accordance with the provisions hereof, the full payment of the entire indebtedness represented hereby, the holder of the bond shall, in computing the amount of such indebtedness, credit to the account of the Obligor S all payments made under the provisions of paragraph (a) preceding, which the holder of the bond has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of paragraph (b) preceding. If there shall be a default under any of the provisions of this bond and the mortgage securing the same resulting in a public sale of the premises covered thereby or if the property is otherwise acquired after default, the holder of the bond shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under paragraph (b) preceding, as a credit against the amount of principal then remaining unpaid under this bond and shall properly adjust any payments which shall have been made under paragraph (a) preceding.

And shall also well and truly pay or cause to be paid all ground rents, taxes, assessments, water rents, and all other charges and claims assessed or levied at any time, present or future, by any lawful authority, upon the premises covered by the Mortgage securing this Obligation, which, by any present or future law or laws, shall have priority in lien or payment to the debt represented hereby and secured by said Mortgage, and provision for the payment of which is not otherwise made herein, such payment to be made by the Obligor S within six months after such ground rent, tax, assessment, water rent, or other charge or claim shall have become a charge upon said premises and the official receipts therefor to be promptly produced by the Obligor S to the Obligor; and in default of such payment by the Obligor S, it is hereby expressly agreed that the Obligor may pay the same, and that any sum or sums so paid by the Obligor shall be added to the principal debt represented hereby, shall bear interest at the rate set forth on the main debt from the date of payment and shall be secured by said Mortgage the same as said principal debt and interest thereon;

And shall also keep and perform each and every of the covenants and agreements hereinafter set forth, then the above Obligation to be void, and otherwise to be and remain in full force and virtue. It is hereby expressly agreed by and between the parties hereto as follows:

1. That the Obligor S will keep the improvements now existing or hereafter erected on the premises covered by the Mortgage securing this Obligation, insured as may be required from time to time by the Obligor against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Obligor, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by the Obligor and the policies and renewals thereof shall be held by the Obligor and have attached thereto loss payable clauses in favor of and in form acceptable to the Obligor. In event of loss Obligor S will give immediate notice by mail to the Obligor, and the Obligor may make proof of loss if not made promptly by the Obligor S, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Obligor instead of to Obligor S and Obligor jointly, and the insurance proceeds, or any part thereof, may be applied by the Obligor at its option either to the reduction of this Obligation or to the restoration or repair of the property damaged. In event of foreclosure of the mortgage securing this Obligation or other transfer of title to the mortgaged property in extinguishment of this Obligation, all right, title and interest of the Obligor in and to any insurance policies then in force shall pass to the purchaser or grantee.

2. That the Obligor S will not suffer any lien superior to the lien created by the Mortgage securing this Obligation to attach to or to be enforced against the premises covered by said Mortgage, and will keep said premises in as good order and condition as they now are, and will not commit or permit any waste of said premises, reasonable wear and tear excepted.

3. That the Obligor, its successors or assigns, shall have the right to pay any ground rents, taxes, assessments, water rents, and all other charges and claims which the Obligor S has agreed to pay under the terms hereof, and to use its own funds to make the payments, monthly installments on account of which are provided to be made by the Obligor S in paragraphs (a) and (b) above, and to advance and pay any sums of money that in its or their judgment may be necessary to perfect or preserve the title of the premises covered by the Mortgage securing this Obligation, and that any amount or amounts so paid by the Obligor shall be added to the principal debt herein and in said Mortgage named, shall bear

interest at the rate as aforesaid from the date of payment, and shall be secured by said Mortgage the same as said principal debt and interest thereon, and that the Obligees, its successors and assigns, at its or their option, shall be entitled to be subrogated to any lien, claim, or demand paid by it or them, or discharged with money advanced by it or them and secured by said Mortgage.

PROVIDED, HOWEVER, and it is hereby expressly agreed, that if default be made at any time in the payment of any installment of principal and interest, or in any monthly payment hereinabove provided for, or any part thereof, or in any of the covenants and agreements herein, or in the Mortgage securing this Obligation contained, then and in every such case, the whole principal debt or sum aforesaid shall, at the option of said Obligees, its successors or assigns, become due and payable immediately, and payment of said principal debt or sum and all interest thereon, with an attorney's commission, as hereinafter mentioned, may be enforced and recovered at once, anything herein contained to the contrary notwithstanding;

AND, PROVIDED further, and it is hereby expressly agreed, that if the Obligor shall refuse or neglect to make or cause to be made all necessary repairs to the mortgaged property, then at the option of the Obligees, its successors or assigns, such repairs may be made at the expense of the Obligees, its successors or assigns, and the cost thereof, with interest at the rate as aforesaid shall be added to and made a part of the principal debt secured by said Mortgage;

AND, PROVIDED further, that it is hereby expressly agreed by the Obligor that should the Mortgage and this Bond not be eligible for insurance under the National Housing Act within from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the time from the date of this Bond, declining to insure said Bond and the Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Bond may, at its option, declare all sums secured hereby immediately due and payable.

AND, PROVIDED further, however, and it is hereby expressly agreed, that if at any time, a Writ of Fieri Facias or other execution is properly issued upon a Judgment obtained upon this Obligation, or by virtue of the Warrant of Attorney hereto attached, or if a Writ of Scire Facias is issued or other foreclosure proceedings instituted upon the Mortgage securing this Obligation, an attorney's commission for collection, viz: **five** per centum (5 %) of said principal debt or sum, shall be payable, and shall be recovered in addition to all principal and interest and all other recoverable sums then due, besides costs of suit, and the Obligors, ~~for themselves, their~~ Heirs, Executors, Administrators or Assigns, do expressly waive and relinquish all benefit that may accrue to **them** by virtue of any and every law, civil or military, made or to be made hereafter exempting the mortgaged premises or any other premises or property whatever, either real or personal, from attachment, levy and sale under execution, or any part of the proceeds arising from any sale thereof, and all benefit of any stay of execution or other process;

AND, PROVIDED further, and it is hereby expressly agreed that in the event of any breach by the Obligors of any covenant, condition or agreement of this Obligation, or said Mortgage, it shall be lawful for the Obligees, its successors and assigns to enter upon all and singular the land, buildings and premises granted by the accompanying Indenture of Mortgage together with the hereditaments and appurtenances, and each and every part thereof, and to take possession of the same and of the fixtures and equipment therein contained, and to have, hold, manage, lease to any person or persons, use and operate the same in such parcels and on such terms and for such periods of time as the Obligees, its successors or assigns may deem proper in its or their sole discretion, the Obligors ~~for themselves, their~~ Heirs, Executors, Administrators and Assigns, agreeing that **they** shall and will, whenever requested by the Obligees, its successors or assigns so to do, assign, transfer and deliver unto the Obligees, its successors and assigns, any lease or sub-lease; and to collect and receive all rents, issues and profits of the said mortgaged premises and every part thereof for which this Obligation shall be a sufficient warrant whether or not such lease or sub-lease has been assigned, and to make from time to time all alterations, renovations, repairs, and replacements thereto as may seem judicious to the Obligees, its successors or assigns, and after deducting the cost of all such alterations, renovations, repairs, and replacements and expenses incident to taking and retaining possession of the mortgaged property and the management and operation thereof, and keeping the same properly insured, to apply the residue of such rents, issues and profits, if any, arising as aforesaid, to the payment of all ground rents, taxes, charges, claims, assessments, water rents and any other liens that may be prior in lien or payment to the debt hereby secured, and premiums for said insurance, with interest thereon, or to the interest and principal due and hereby secured with all costs and attorney's fees, in such order or priority, as the Obligees, its successors or assigns, in its or their sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding; it being expressly agreed, however, that the taking of possession of the mortgaged premises by the Obligees, its successors or assigns, under this provision shall not relieve any default which may have been made by the Obligors, or prevent the enforcement of any of the remedies by this Obligation, or the attached Warrant of Attorney provided in case of such default; and it is further expressly understood and agreed that the remedies by this Obligation and the accompanying Indenture and Warrant of Attorney provided for the enforcement of the payment of the principal sum hereby secured, together with interest thereon, and for the performance of the covenants, conditions and agreements, matters and things herein contained are cumulative and concurrent and may be pursued singly, or successively, or together at the sole discretion of the Obligees, its successors and assigns, and may be exercised as often as occasion therefor shall occur.

The Obligors ~~for themselves~~ and ~~their~~ Heirs, Executors, Administrators and Assigns, hereby waive and relinquish unto and in favor of the Obligees, its successors and assigns, all benefit under all laws now in effect or hereafter passed to relieve the Obligor in any manner from the obligations hereby assumed or to reduce the amount of this Obligation to any greater extent than the amount actually paid for the mortgaged premises at the sale thereof in any judicial proceedings upon this Obligation, or the Mortgage securing the same, or by virtue of the Warrant of Attorney accompanying this Obligation.

This form may be used as the credit instrument in connection with mortgages to be insured under Section 203, Section 222, and in connection with "individual mortgages" to be insured under Section 213, Section 220 and Section 221 of the National Housing Act.

COMMONWEALTH OF PENNSYLVANIA

LOAN NO. 44-516676

Bond

MARY C. LEITZELL, unmarried  
and TERENCE P. LEITZELL,  
her son

TO

THE UNION BANKING & TRUST  
COMPANY, OF DUBOIS,  
PENNSYLVANIA.

No. 44-516676  
Insured  
under section 203  
of the National Housing Act  
and Regulations of the  
Federal Housing Commissioner  
Dated AUG 9 1954  
as amended  
FEDERAL HOUSING COMMISSIONER  
By *George D. Wilson*  
George D. Wilson  
Date DEC 9 1958  
Reference is made to the Act and to the Regulations thereunder  
covering assignment of the insurance protection on this bond.

U. S. GOVERNMENT PRINTING OFFICE: 1957-O-415033

NOTARY PUBLIC  
JOHN S. BUCKLEY, JR.  
MY COMMISSION EXPIRES  
FEBRUARY 26, 1958

Dated: November 20, 1958

*John S. Buckley, Jr.*  
Notary Public.

THIS IS TO CERTIFY that this is the bond described in and secured by mortgage of even date herewith  
secured on real estate situated in Dubois, Clearfield County, Commonwealth of Pennsylvania.

Sealed and delivered in the presence of us,

*John S. Buckley, Jr.*

*Mary C. Litzell*  
(Mary C. Litzell)  
*Terence P. Litzell*  
(Terence P. Litzell)

[SEAL]

[SEAL]

[SEAL]

And it is hereby declared and agreed that the said debt or principal sum herein mentioned  
same which by an Indenture of Mortgage of even date herewith, made between the above-mentioned  
Obligors and Oblige, is secured upon real estate situate in the City of Dubois  
County of Clearfield, and Commonwealth of Pennsylvania.

## WARRANT

To **L. R. BROCKBANK** Esq., Attorney of the Court of Common  
Pleas, of the County of **Clearfield** in the State of Pennsylvania, or to any  
other Attorney of the said Court, or any other court there or elsewhere.

WHEREAS, **MARY C. LEITZELL**, unmarried, and **TERENCE P. LEITZELL**, her  
son, of **DuBois**, **Clearfield County**, **Pennsylvania**,  
(hereinafter called the Obligor~~s~~ ), in and by a certain Obligation, bearing even  
date herewith, do stand bound unto **THE UNION BANKING & TRUST COMPANY**, of

**DuBois**, **Pennsylvania**, a corporation organized and existing under the laws of **Commonwealth**  
of **Pennsylvania**, (hereinafter called the Oblige~~e~~), in the sum of  
**Thirteen Thousand Two Hundred** Dollars (\$**13,200.00** ), lawful money of the  
United States of America, conditioned for the payment unto the above-named Oblige~~e~~, its Successors or  
Assigns, of the just sum of **Sixty-six Hundred** Dollars (\$ **6,600.00** ),  
lawful money as aforesaid, with interest at the rate of **five & one-fourth** per centum ( **5 $\frac{1}{4}$ %** )  
per annum on the unpaid balance, said principal sum and interest being payable in monthly installments of  
**Fifty-three and 06/100** Dollars (\$ **53.06** ), commencing on the first day of  
**December**, **1958**, and thereafter on the first day of each month until the principal and  
interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be  
due and payable on the first day of **November**, **1973**, with the privilege to the Obligor~~s~~, at  
**their** option, to pay the debt in whole or in an amount equal to one or more monthly payments  
on the principal that are next due, on the first day of any month prior to maturity; provided, however,  
that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to  
prepayment.

And also conditioned for the payment unto the said Oblige~~e~~, its Successors or Assigns, in addition to  
and concurrently with, such monthly installments of principal and interest, of the following sums:

- (a) If said Obligation and the Mortgage of even date securing the same are insured under the pro-  
visions of the National Housing Act and so long as they continue to be so insured, one-twelfth  
( $\frac{1}{12}$ ) of the annual mortgage insurance premium for the purpose of putting the Oblige~~e~~ in  
funds with which to discharge its obligation to the Federal Housing Commissioner for  
mortgage insurance premiums pursuant to the applicable provisions of the National Housing  
Act, as amended, and Regulations thereunder. The Oblige~~e~~ shall, on the termination of its  
obligation to pay mortgage insurance premiums, credit to the account of the Obligor all pay-  
ments made under the provisions of this subsection which the Oblige~~e~~ has not become obli-  
gated to pay to the Federal Housing Commissioner.

- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due  
and payable on policies of fire and other hazard insurance covering the premises secured  
hereby, plus taxes and assessments next due on the premises covered hereby (all as estimated  
by the Oblige~~e~~) less all sums already paid therefor divided by the number of months to  
elapse before one month prior to the date when such ground rents, premiums, taxes and  
assessments will become delinquent, such sums to be held by Oblige~~e~~ in trust to pay said  
ground rents, premiums, taxes and special assessments;

all monthly installments with respect to principal and interest and all payments mentioned in paragraphs  
(a) and (b) above, to be added together and the aggregate amount thereof to be paid by the Obligor~~s~~  
each month in a single payment to be applied by the Oblige~~e~~ to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Federal Housing Commis-  
sioner;
- (II) ground rents, taxes, assessments, fire, and other hazard insurance premiums;
- (III) interest on the debt secured hereby; and
- (IV) amortization of the principal of the debt represented by said Obligation;

it also being a condition of the said Obligation that any deficiency in the amount of any such aggregate  
monthly payment shall, unless made good by the Obligor~~s~~ prior to the due date of the next such payment  
constitute an event of default thereunder and under the said Mortgage; it also being a condition that in  
the event that any payment provided for in the bond shall become overdue for a period in excess of  
fifteen (15) days, the Obligor~~s~~ agrees to pay a "late charge" of two cents (2¢) for each dollar (\$1)  
so overdue, for the purpose of defraying the expenses incident to handling said delinquent payment;

And conditioned further that if the total of the payments made by the Obligor~~s~~ under paragraph  
(b) preceding shall exceed the amount of payments actually made by the holder of the bond for ground  
rents, taxes, or assessments, or insurance premiums as the case may be, such excess shall be credited by  
the holder of the bond on subsequent payments to be made by the Obligor~~s~~. If, however, the monthly  
payments made by the Obligor~~s~~ under paragraph (b) preceding shall not be sufficient to pay ground  
rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become  
due and payable, then the Obligor~~s~~ shall pay to the holder of the bond any amount necessary to make  
up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insur-  
ance premiums shall be due. If at any time the Obligor~~s~~ shall tender to the holder of the bond, in

accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the holder of the bond shall, in computing the amount of such indebtedness, credit to the account of the Obligor's all payments made under the provisions of paragraph (a) preceding which the holder of the bond has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of paragraph (b) preceding. If there shall be a default under any of the provisions of the Mortgage securing the Obligation resulting in a public sale of the premises covered thereby or if the property is otherwise acquired after default, the holder of the bond shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under paragraph (b) preceding, as a credit against the amount of principal then remaining unpaid under the bond secured thereby and shall properly adjust any payments which shall have been made under paragraph (a) preceding:

And conditioned further for the payment by the Obligor's of all ground rents, taxes, assessments, water rents, and all other charges and claims assessed or levied at any time, present or future, by any lawful authority, upon the premises covered by the Mortgage securing said Obligation, which, by any present or future law or laws, shall have priority in lien or payment to the debt represented by said Obligation and secured by said Mortgage, and provision for the payment of which is not otherwise made in said Obligation, such payment to be made by the Obligor's within 6 months after such ground rent, tax, assessment, water rent or other charge or claim shall have become a charge upon said premises and the official receipts thereof to be promptly produced by the Obligor's to the Oblige; and in default of such payment by the Obligor's, it is by the terms of said Obligation expressly agreed that the Oblige may pay the same, and that any sum or sums so paid by the Oblige shall be added to the principal debt represented by said Obligation, shall bear interest at the rate set forth in the said Obligation from the date of payment and shall be secured by said Mortgage the same as said principal debt and interest thereon.

And it is further expressly agreed by the terms of said Obligation as follows:

1. That the Obligor will keep the improvements now existing or hereafter erected on the premises covered by the Mortgage securing said Obligation, insured as may be required from time to time by the Oblige against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Oblige, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Oblige and the policies and renewals thereof shall be held by Oblige and have attached thereto loss-payable clauses in favor of and in form acceptable to the Oblige. In event of loss Obligor's will give immediate notice by mail to Oblige, and Oblige may make proof of loss if not made promptly by Obligor's, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Oblige instead of to Obligor's and Oblige jointly, and the insurance proceeds, or any part thereof, may be applied by Oblige at its option either to the reduction of the said Obligation or to the restoration or repair of the property damaged. In event of foreclosure of the mortgage securing said Obligation or other transfer of title to the mortgaged property in extinguishment of this Obligation, all right, title and interest of the Obligor's in and to any insurance policies then in force shall pass to the purchaser or grantee.

2. That the Obligor's will not suffer any lien superior to the lien created by the Mortgage securing said Obligation to attach to or to be enforced against the premises covered by said Mortgage, and will keep said premises in as good order and condition as they now are, and will not commit or permit any waste of said premises, reasonable wear and tear excepted.

3. The Obligor further agrees that should said Obligation and the Mortgage of even date hereinbefore referred to not be eligible for insurance under the National Housing Act within the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the date of said Mortgage, declining to insure said Obligation and said Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Obligation may, at its option, declare all sums secured hereby immediately due and payable.

4. That the Oblige, its Successors or Assigns, shall have the right to pay any ground rents, taxes, assessments, water rents, and all other charges and claims which the Obligor's have agreed to pay under the terms of said Obligation, and to use its own funds to make the payments in monthly installments on account of which are provided in said Obligation to be made by the Obligor's, as set forth in paragraphs (a) and (b) above, and to advance and pay any sums of money that in its or their judgment may be necessary to perfect or preserve the title to the premises covered by the Mortgage securing said Obligation, and that any amount or amounts so paid by the Oblige shall be added to the principal debt named in said Mortgage and said Obligation, shall bear interest at the rate set forth in the said Obligation from the date of payment, and shall be secured by said Mortgage the same as said principal debt and interest thereon, and that the Oblige, its Successors and Assigns, at its or their option, shall be entitled to be subrogated to any lien, claim or demand paid by it or them, or discharged with money advanced by it or them and secured by said Mortgage:

PROVIDED, HOWEVER, and it is thereby expressly agreed that if default be made at any time in the payment of any installment of principal and interest under said Obligation, or in any monthly payment therein provided for, or any part thereof, or in any of the covenants or provisions of said Obligation, or of the Mortgage securing the same, then and in every such case, the whole principal debt or sum aforesaid shall, at the option of said Oblige, its Successors or Assigns, become due and payable immediately, and payment of said principal debt or sum and all interest thereon, with an attorney's commission, as hereinafter mentioned, may be enforced and recovered at once, anything therein contained to the contrary notwithstanding:

AND, PROVIDED further, and it is thereby expressly agreed that if the Obligor s shall refuse or neglect to make or cause to be made all necessary repairs to the mortgaged property, then at the option of the Obligee, its Successors or Assigns, such repairs may be made at the expense of the Obligee, its Successors or Assigns, and the cost thereof, with interest at the rate set forth in the said Obligation shall be added to and made a part of the principal debt secured thereby;

AND, PROVIDED further, however, and it is thereby expressly agreed, that if at any time, a Writ of Fieri Facias or other execution is properly issued upon a Judgment obtained upon said Obligation, or by virtue of this Warrant of Attorney, or if a Writ of Scire Facias is issued or other foreclosure proceedings instituted upon the Mortgage securing said Obligation, an attorney's commission for collection, viz: five per centum ( 5 %) of said principal debt or sum, shall be payable, and shall be recovered in addition to all principal and interest, and all other recoverable sums then due, besides costs of suit, and the Obligor s , ~~for themselves, their~~ Heirs, Executors, Administrators or Assigns, do expressly waive and relinquish all benefit that may accrue to them by virtue of any and every law, civil or military, made or to be made hereafter exempting the mortgaged premises or any other premises or property whatever, either real or personal, from attachment, levy and sale under execution, or any part of the proceeds arising from any sale thereof, and all benefit of any stay of execution or other process;

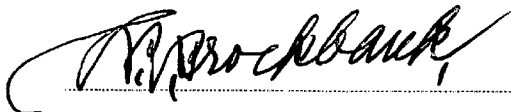
AND, PROVIDED further, that the remedies by said Obligation and the Mortgage securing the same and this Warrant of Attorney provided for the enforcement of the payment of the principal sum thereby secured, together with interest thereon, and for the performance of the covenants, conditions and agreements, matters and things therein and herein contained, are cumulative and concurrent and may be pursued singly, or successively, or together at the sole discretion of the Obligee, its Successors and Assigns, and may be exercised as often as occasion therefor shall occur.

And the Obligor s thereby waives and relinquishes unto and in favor of the Obligee, its Successors and Assigns, all benefit under all laws now in effect or hereafter passed to relieve the Obligor s in any manner from the Obligation thereby assumed, or to reduce the amount of the said Obligation to any greater extent than the amount actually paid for the mortgaged premises at the sale thereof in any judicial proceedings upon the said Obligation, the Mortgage securing the same or upon this Warrant of Attorney.

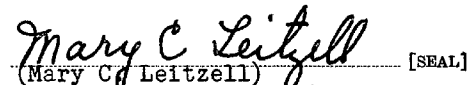
These are to desire and authorize you, or any of you, to appear for the Obligor s, their Heirs, Executors, or Administrators, in the said Court or elsewhere, in an appropriate form of action there or elsewhere brought or to be brought against the Obligor s, their Heirs, Executors, or Administrators, at the suit of the said Obligee, its Successors or Assigns, on the said Obligation, as of any term or time past, present, or any other subsequent term or time there or elsewhere to be held, and confess judgment thereupon against the Obligor s, their Heirs, Executors, or Administrators, for the sum of Sixty-six Hundred Dollars (\$ 6,600.00 ), lawful money of the United States of America, debt, besides costs of suit, and an attorney's commission of five per centum ( 5 %) in case payment has to be enforced by process of law as aforesaid, by Non sum informatus, Nihil dicit, or otherwise, as to you shall seem meet: And for your, or any of your, so doing, this shall be your sufficient warrant. And the Obligor s, do hereby, for ~~themselves, their~~ Heirs, Executors, and Administrators, remise, release, and forever quitclaim unto the said Obligee, its certain Attorneys, Successors and Assigns, all and all manner of error, errors, misprisions, misentries, defects and imperfections whatever in the entering of the said judgment or any process or proceedings thereon or thereto or anywise touching or concerning the same.

IN WITNESS WHEREOF, we have set our hand s and seal s this 20th day of November in the year of our Lord one thousand nine hundred and fifty-eight (1958).

SEALED AND DELIVERED IN THE PRESENCE OF US:



Helen L. Beckett

 [SEAL]  
(Mary C. Leitzell)

 [SEAL]  
(Terence P. Leitzell)

[SEAL]

This form may be used as the warrant in connection with mortgages to be insured under Section 203, Section 222, and in connection with "individual mortgages" to be insured under Section 213, Section 220, and Section 221 of the National Housing Act.

**COMMONWEALTH**

**OF**

**PENNSYLVANIA**

**LOAN No.**

**Warrant**

MARY C. LEITZELL, unmarried  
and TERENCE P. LEITZELL,  
her son

**TO**

THE UNION BANKING & TRUST  
COMPANY, OF DUBOIS,  
PENNSYLVANIA

308 Sept 1961

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
NO. 47 SEPTEMBER TERM, 1961

THE UNION BANKING AND TRUST  
COMPANY, of DuBois, Pennsyl-  
vania

-VS-

MARY C. LEITZELL and TERENCE  
P. LEITZELL

PRAECIPE FOR WRIT  
OF EXECUTION  
(MORTGAGE FORECLOSURE)

*9916-8*  
*Issued*  
**FILED**  
100 1961  
WM. T. HAGERITY  
PROTHONOTARY

LAW OFFICES  
GLEASON, CHERRY & CHERRY  
7-10 DAVIS BUILDING  
DU BOIS, PENNSYLVANIA  
109 N. BRADY STREET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE UNION BANKING AND TRUST  
COMPANY, of DuBois, Pennsyl-  
vania

-vs-

MARY C. LEITZELL and TERENCE  
P. LEITZELL

NO. 17 SEPTEMBER TERM, 1961

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

TO: WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Issue Writ of Execution in the above matter:

Principal balance	\$6,042.77
Interest from 10/25/60 to 10/16/61	308.86
Taxes - Balance owing for the year 1961	59.11
Cost to Prothonotary filing Bond and Writ of Execution	11.50
Costs advanced to Sheriff	100.00
Attorney's Commission	<u>302.13</u>
Total	\$6,824.37

GLEASON, CHERRY & CHERRY

By Edward C. Cherry  
Attorneys for Plaintiff  
Union Banking and Trust Company