

DOCKET NO. 175

Number	Term	Year
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376	November	1961
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County National Bank at Clearfield

Versus

Orrin H. Thomas

Gertrude S. Thomas

# REAL ESTATE SALE

## SCHEDULE OF DISTRIBUTION

NOW, March 5, 1962, 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 Second day of March 19 62, I exposed the within described real estate of Orrin H. Thomas and Gertrude S. Thomas to public vendue or outcry at which time and place I sold the same to Joseph G. Saricks he being the highest and best bidder, for the sum of \$1.00 plus costs, and made the following appropriations, viz:

		Attorney	14.50
Deed Costs		Attorney Commission	856.39
Sheriff Deed	\$5.00	Prothonotary list liens	4.00
Pro. Ack. Deed	1.00	Recorder Mortgage search	2.00
Recording Deed	5.50	Clearfield Progress cards	6.50
State Trans. Tax	99.96	Clearfield Progress Adv.	45.24
Rev. Stamp	1.65	Tax Collector (1961 Taxes)	100.23
Total	113.11	Deed Costs	113.11
		Sheriff Costs	74.66
		Total	1216.63

Now, March 19, 1962 no exceptions having been filed, I return this Writ as per appropriations.

So Answers,

*James B. Reese*  
James B. Reese

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.

James B. Reese

Sheriff

# STATEMENT OF RETURNED TAX

CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD, PA.,

2-12 1962

James B. Reese, Sheriff

Taxes returned by  
Tax Collector against

Assessed in the name of

Orin H & Gertrude  
S. Thomas  
Law.

Boro.  
Twp.

1960, Amount Returned

\$

Interest to

\$

1960 taxes not returned

19\_\_\_\_, Amount Returned

\$

Interest to

\$

\$

\$

Total Amount Due \$

If paid after \_\_\_\_\_ Add \$ \_\_\_\_\_ more per month  
additional interest to this statement.

Return this statement with your remittance to Lillian D. Eshelman, County Treasurer  
Clearfield, Pa.

22751

## THE PROGRESS

206 E. LOCUST ST.  
CLEARFIELD, PA.

February 7, 19 62

JAMES B. REESE, SHERIFF

Sheriff's Office

Clearfield County Courthouse

Clearfield, Pennsylvania

Date	Inches	Words
1		
2		
3		
4		
5		
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7		
8	377	
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11		
12		
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15	377	
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19		
20		
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22	377	
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29		
30		
31		

## To Accounts Rendered

1131	Inches	@			
	Words	@ .04	\$ 45	24	

## Miscellaneous

SHERIFF SALE OF VALUABLE  
REAL ESTATE

Thomas Property

DISCOUNT: Save \$ none by paying this invoice on  
or before the 15th of the month. No discount granted  
after the 15th.

22752

## THE PROGRESS

206 E. LOCUST ST.  
CLEARFIELD, PA.

February 7, 19 62

JAMES B. REESE, SHERIFF

Sheriff's Office

Clearfield County Courthouse  
Clearfield, Pennsylvania

Date	Inches	Words
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31		

## To Accounts Rendered

Inches	@
Words	@

Miscellaneous

Sheriff Sale Cards

Thomas Property

\$ 6 50

DISCOUNT: Save \$\_\_\_\_\_ by paying this invoice on  
or before the 15th of the month. No discount granted  
after the 15th.

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, MARCH 2, 1962  
At 10:00 o'clock A. M.

THE FOLLOWING DESCRIBED PROP-  
ERTY TO WIT:

TO THE SHERIFF OF CLEARFIELD  
COUNTY:  
ALL those three certain lots of ground  
situate in the Township of Lawrence, Coun-  
ty of Clearfield, and State of Pennsylvania  
bounded on the south by River Avenue,  
on the East by an alley on the North by  
an Alley and on the West by Lot No. 10  
and being known as Lots No. 10, No. 11  
and No. 12 in the Kerr Addition in said  
Township.

BEING the same premises which were  
conveyed to the Mortgagees herein by deed  
of even date herewith, by Louise Johnson,  
and said deed intended to be recorded  
concurrently herewith.

THE COUNTY NATIONAL BANK AT  
CLEARFIELD

VS.  
ORRIN H. THOMAS and GERTRUDE  
S. THOMAS  
NO. 376 Nov. Term 1961  
Seized, taken in Execution and to be  
sold as the property of Orrin H. Thomas  
and Gertrude S. Thomas, Township of  
Lawrence, County of Clearfield, State of  
Pennsylvania at suit of the County Nation-  
al Bank on Judgment No. 376 November  
Term, 1961 Writ No. 21 November 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 arrange-  
ments made as will be approved, other-  
wise 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.  
JAMES B. REESE, Sheriff.

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 22nd day of February, A.D. 1962,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared William C. Plummer, who being duly sworn  
according to law, deposes and says that he is the Advertising Manager  
of the Clearfield Progress, and designated agent of the Publisher of  
the Clearfield Progress, a daily newspaper published at Clearfield, in  
the County of Clearfield and State of Pennsylvania, and established  
April 5, 1913, and that the annexed is a true copy of a notice or  
advertisement published in said publication in the regular issues of  
February 8, 15 and 22, 1962. And that the affiant  
is not interested in the subject matter of the notice or advertising, and  
that all of the allegations of this statement as to the time, place, and  
character of publication are true.

Sworn and subscribed to before me the day and year aforesaid.

*William C. Plummer*  
Notary Public

My Commission Expires NOTARY PUBLIC  
Clearfield, Penna. My Commission Expires March 20, 1963  
Clearfield, Pa. Clearfield County

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, March 2, 1962

At 10:00 o'clock A.M.

THE FOLLOWING DESCRIBED PROPERTY TO WIT:

(As described on the attached sheet)

Siezes, taken in Execution and to be sold as the property of Orrin H. Thomas and Gertrude S. Thomas, Township of Lawrence, County of Clearfield, State of Pennsylvania at suit of the County National Bank on Judgment No. 376 November Term, 1961 Writ No. 21 November 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.

James B. Reese

~~XXXXXXXXXXXX~~  
Sheriff

Directions to Newspaper

Clearfield Progress ( Please publish once a week for three successive weeks, beginning February 8, 1962

JAMES B. REESE  
SHERIFF

EDWARD T. KELLEY  
SOLICITOR



JOHN ROKOSKY  
CHIEF DEPUTY SHERIFF

GEORGE BRILLA  
DEPUTY SHERIFF

OFFICE OF THE  
*Sheriff of Clearfield County*  
CLEARFIELD, PENNSYLVANIA

February 5, 1962

Amelia G. Shipley  
Tax Collector  
Lawrence Township  
105 E. Market Street  
Clearfield, Pa.

Dear Madam:

Request that you notify this office immediately of the taxes due your office from the Estate of Orrin H. Thomas and Gertrude S. Thomas, Lawrence Township, Clearfield County, Pa.

Please indicate the date and amount that penalties become due.

Very truly yours,

*James B. Reese*  
James B. Reese  
Sheriff

Dear Sir:

The total amount due this office for 1961 taxes for the property of Orrin H. & Gertrude S. Thomas is \$100.23. This amount includes penalties which were added beginning Dec. 22, 1961.

*Amelia G. Shipley*  
Amelia G. Shipley



**# 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)

*[Signature]*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

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

1-20-62 *[Signature]*

LYCOMING COLLEGE  
 150TH ANNIVERSARY  
 1812 - 1962  
 POSTMARK OFFICE

POST OFFICE RECEIVED  
 OFFICIAL BUSINESS  
 JAN 22 10 30 AM  
 WILKESBORO, PA.

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.

RETURN TO

REGISTERED NO. 1099	NAME OF SENDER James B. Reese
CERTIFIED NO.	STREET AND NO. OR P. O. BOX Hill
INSURED NO.	CITY, ZONE AND STATE CLEARFIELD, PA.

REGISTERED NO. 1099

Value \$ 2.00 Spec. del'y fee \$

Fee \$ 6.00 Ret. receipt fee \$ 1.00

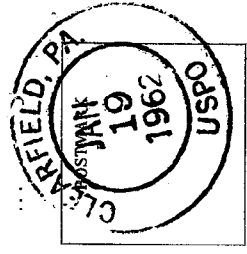
Surcharge \$ Rest. del'y fee \$

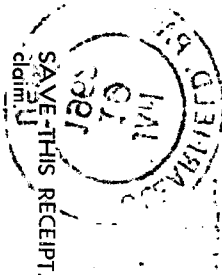
Postage \$ 0.40 ☐ Airmail

Postmaster, By

From James B. Reese  
Sheriff, Dept. Pa.

To Carlton H. Thomas  
Latrobe, Pa.  
Rd # 2, P.O. Pa.





Claim must be filed within 1 year from the date of mailing.

Consult postmaster as to fee chargeable on registered parcel post packages addressed to foreign countries.

POST OFFICE DEPARTMENT  
**NOTICE OF REGISTERED MAIL FOUND IN ORDINARY MAIL**

The enclosed receipt is record of the registration of an article bearing your return card which was found in the ordinary mails marked to indicate it was to be registered.

Regulations require that any mail to be registered must be presented for that purpose at the post office, branch or station, or to a rural carrier (or city letter carrier if authorized by the postmaster). Your cooperation in properly presenting your mail for registration will be appreciated.

If your mail contained nothing of intrinsic value, it could have been sent as **CERTIFIED MAIL**. After proper preparation, this mail may be deposited in any mail drop, and you retain the mailing receipt. Features similar to those obtainable through registration are available through use of **CERTIFIED MAIL**. Consult your postmaster for particulars.

POST OFFICE

**CLEARFIELD, PA.**

DATE

**JAN 18 1962**

SIGNATURE OF POSTMASTER

**J. Lynn McPherson, Postmaster Noting**

POD Form 3892 Oct. 1955

16-72141-1 GPO-O-379814

**REGISTERED MAIL**  
**RETURN RECEIPT REQUESTED**

January 18, 1962

Orrin H. Thomas  
Gertrude S. Thomas  
RD #2  
Clearfield, Pa.

Dear Sir and Madam:

By virtue of a Writ of Execution No. 21 November Term, 1961 (Judgment No. 376 November Term, 1961) at the suit of County National Bank at Clearfield, Pa., I have levied on the Real Estate of Orrin H. Thomas and Gertrude S. Thomas situated in Lawrence Township, Clearfield County, Pa., and date of Sheriffs Sale will be Friday March 2, 1962 at 10:00 o'clock A.M., in the Sheriffs Office in Clearfield, Pa., unless other arrangements are made to settle the debt of \$8,581.05 plus interest and costs.

Very truly yours,

JAMES B. REESE  
Sheriff

February 5, 1962

Amelia G. Shipley  
Tax Collector  
Lawrence Township  
105 E. Market Street  
Clearfield, Pa.

Dear Madam:

Request that you notify this office immediately of the taxes due your office from the Estate of Orrin H. Thomas and Gertrude S. Thomas, Lawrence Township, Clearfield County, Pa.

Please indicate the date and amount that penalties become due.

Very truly yours,

James B. Reese  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE COUNTY NATIONAL BANK AT  
CLEARFIELD

:  
: No. 376 November Term, 1961  
:  
:  
:  
:  
:

VS.

ORRIN H. THOMAS  
GERTRUDE S. THOMAS

CERTIFICATION OF DEBT

It is hereby certified by Joseph P. Work of Smith, Smith & Work, attorneys for the Plaintiff, judgment creditor above that the defendant debtor has defaulted on the written obligation upon which the above judgment was entered and so remains on default after repeated demand for payment and it is further certified that the exact amount remaining due on the said obligation, including debt, interest, attorneys commission and costs is set forth in the calculation below.

Debt - \$8,581.05  
Interest from 2/1/61  
Attorneys Commission 858.10  
Costs to be added

SMITH, SMITH & WORK

BY

Joseph P. Work

DATED:

January 8, 1962



TO THE SHERIFF OF CLEARFIELD COUNTY:

ALL those three certain lots of ground situate in the Township of Lawrence, County of Clearfield, and State of Pennsylvania bounded on the South by River Avenue; on the East by an alley on the North by an Alley and on the West by Lot No. 10 and being known as Lots No. 10, No. 11 and No. 12 in the Kerr Addition in said Township.

BEING the same premises which were conveyed to the Mortgagors herein by deed of even date herewith, by Louise Johnson, and said deed intended to be recorded concurrently herewith.

THE COUNTY NATIONAL BANK  
AT CLEARFIELD

VS.

ORRIN H. THOMAS and  
GERTURDE S. THOMAS

NO 376 Nov Term 1961

# 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

*As described*

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

*Orvin H. Thomas & Gertrude S. Thomas.*

James B. Reese

Sheriff

Sheriff's Office, Clearfield, Pa., *January 17, 1962*

STATE OF PENNSYLVANIA, } ss.  
COUNTY OF CLEARFIELD

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:

Orrin H. Thomas al to County National Bank at Clearfield - 189-247-  
\$9000.00 - March 2, 1960, Lawrence Tp.

Gertrude S. Thomas al to County National Bank at Clearfield - 189-247-  
\$9000.00 - March 2, 1960 - Lawrence Tp.

In Testimony Whereof, I have hereunto set my hand and official seal this 14 day of February, A. D. 1962 Time 3:00 P.M. E.S.T.

*Dick Reed*

MY COMMISSION EXPIRES  
FIRST MONDAY IN JANUARY 1964  
Recorder of Deeds

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



I, CARL E. WALKER 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 Orrin H. Thomas and Gertrude S. Thomas 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 Thirteenth (13th) day of February A. D. 19 62.

Carl E. Walker Prothonotary

List of Liens

VERSUS

Orrin H. Thomas

Gertrude S. Thomas

FEE

Writ of Execution - Money Judgments.

County National Bank at Clearfield

vs.

Orrin H. Thomas  
Gertrude S. Thomas

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

NO. 21 November

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

Orrin H. Thomas and Gertrude S. Thomas

, 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,~~

(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 which includes insurance premiums and incidental costs insured by mortgagee.

\$ 8,581.05

Interest from 2/1/61

Attys. Comm.

\$ 858.10

Costs (to be added)

Attorneys

\$ 14.50

*Carl E. Walker*

Prothonotary

By

Deputy



Date January 9, 1962

Proth'y. No. 64

No. 376 November Term, 1961  
No. 21 November Term, 1961  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

County National Bank at  
Clearfield, Pa.  
vs.

Orrin H. Thomas  
Gertrude S. Thomas  
Clearfield, Penna.

WRIT OF EXECUTION

*Enclined*

Smith, Smith & Work  
Attorney(s) for Plaintiff(s)

RECEIVED WRIT THIS 7<sup>th</sup> day  
of January A. D., 1962,  
at 9:36 M.  
Janice B. Reas  
Sheriff

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	\$8,581.05
Interest from - - -	Feb. 1.61
Prothonotary - - -	
Use Attorney - -	14.50
Use Plaintiff - -	
Attorney's Comm. -	858.10
<i>Prothon</i> Satisfaction - - -	4.00
Sheriff - - - -	
\$100.00	
RECORDER OF DEEDS	2 00

Smith, Smith & Work  
Attorney for Plaintiff(s)



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

# **Receipt for Taxes - - - 1961**

**LAWRENCE TOWNSHIP**

August 21, 1961

No. 3141

All taxes are due and payable to—**AMELIA G. SHIPLEY, Tax Collector**  
105 East Market St., Clearfield, Pa. Telephone PO 5-9886

Office Hours:—Daily - 9:00 A.M. to 12 Noon and 1:30 P.M. to 5:00 P.M.  
Closed Wednesday and Saturday at 12 Noon and all Legal Holidays.  
No receipt mailed unless stamped addressed envelope is enclosed.

**L**

Please Present This Statement When Making Payment • Prompt payment is requested.

NAME Orvin H. & Gertrude S. Thomas

Mailing Address { RD # 2  
Clearfield, Pa.

ASSESSED VALUATION { Real Estate \$ 2334 Item of Property 118 Acreage  
38.10-11-12

				Discount or Penalty
COUNTY—				
7 Mills Real Estate Tax	16	34		82
INSTITUTION DISTRICT—				
1½ Mills Real Estate Tax	3	50		18
ROAD—				
5½ Mills Real Estate Tax	12	84		65
½ Mill Bond Tax	1	17		06
Water	1	50		08
SCHOOL—				
21 Mills Real Estate Tax	49	01		246
Total Taxes	84	36		725
Received Payment <u>Mar 21 1962</u>				
2% Discount				
5% Penalty	4	25		
AMOUNT DUE	88	61		

Amelia G. Shipley Collector

AMELIA G. SHIPLEY  
LAWRENCE TOWNSHIP TAX COLLECTOR  
105 E. Market Street  
Clearfield, Pa.

Clearfield, Pa., August 21, 1961

49' STATEMENT OF ASSESSMENT - Street Lighting  
LAWRENCE TOWNSHIP

District No. 6

NAME *Drain Thomas*

Property Location	60	No. feet @ $0.06\frac{3}{4}$	per foot \$ 4.05
Property Location	1960	No. feet @	per foot \$ 5.81
Property Location		No. feet @	per foot \$
Property Location		No. feet @ $0.01\frac{3}{4}$	per foot \$ .88
Property Location (Vacant Lot)	500	No. feet @ $0.01\frac{3}{4}$	per foot \$ .88
			Amount of Assessment \$ 11.62

Received Payment *Mar 21* 19*62*

*Amelia G. Shipley* Collector

Praeipie for Writ of Execution - Money Judgments.

THE COUNTY NATIONAL BANK AT  
CLEARFIELD

VS.

ORRIN H. THOMAS  
GERTRUDE S. THOMAS

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

NO. 376 November

Term, 1961

21 Nov 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 \_\_\_\_\_

\_\_\_\_\_ of defendant(s) and

~~XXXXXX against the following property in the hands of \_\_\_\_\_ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

(4). and index this writ

(a) against Orrin H. Thomas and Gertrude S. Thomas

\_\_\_\_\_ defendant(s) and

~~(b) XXXXXXXXXXXX, as garnishee, XXXXXXXXXXXX~~

~~as a lien against the property of the defendant(s) in the name of \_\_\_\_\_~~

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due which includes insurance premiums and incidental costs insured by mortgagee. \$ 8,581.05

Interest from 2/1/61 \$ \_\_\_\_\_

Costs (to be added) \$ \_\_\_\_\_

Attys. Commission \$ 858.10

SMITH, SMITH & WORK

BY:

*Joseph P. Work*  
Attorney for Plaintiff(s)

Proth'y. No. 63

DATED: January 8, 1962

No. 376 November Term, 19 61

21 Nov 1961

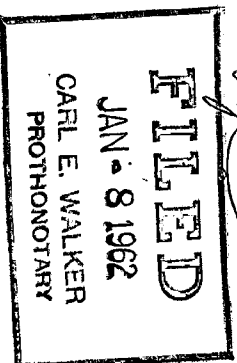
THE COUNTY NATIONAL BANK AT  
CLEARFIELD

72  
VS.

ORRIN H. THOMAS  
GERTRUDE S. THOMAS

42

Præcipe for Writ of Execution



700 City

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE COUNTY NATIONAL BANK AT  
CLEARFIELD

: No. 376 November Term, 1961

VS.

ORRIN H. THOMAS  
GERTRUDE S. THOMAS

CERTIFICATION OF DEBT

It is hereby certified by Joseph P. Work of Smith, Smith & Work, attorneys for the Plaintiff, judgment creditor above that the defendant debtor has defaulted on the written obligation upon which the above judgment was entered and so remains on default after repeated demand for payment and it is further certified that the exact amount remaining due on the said obligation, including debt, interest, attorneys commission and costs is set forth in the calculation below.

Debt - \$8,581.05  
Interest from 2/1/61  
Attorneys Commission 858.10  
Costs to be added

SMITH, SMITH & WORK

BY

Joseph P. Work

DATED:

January 8, 1962

THE COUNTY NATIONAL BANK

AT CLEARFIELD

vs.

ORRIN H. THOMAS

GERTRUDE S. THOMAS

State of Pennsylvania,

County of CLEARFIELD

ss.

In the Court of Common Pleas

of CLEARFIELD County,

of November Term, 1961

No. 326

D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hands and seals of the Defendant, bearing date the Second day of March A. D. 1960, whereby the Defendant doth promise to pay to the said Plaintiff on installments the sum of Nine Thousand (\$9,000.00) Dollars, for value received, with interest from February 1, 1961 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of Nine Thousand (\$9,000.00) Dollars with interest from February 1, 1961 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon together with all waivers as contained in said contract.

of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant to the said Plaintiff, to wit: The sum of \$ 9,000.00

Interest from February 1, 1961  
Attorneys' Commission 10%

SMITH, SMITH & WORK  
BY: Joseph P. Work  
Attorney for Plaintiff

State of Pennsylvania,  
County of Clearfield

ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, attorneys to appear for the Defendant in the stated action without writ, as of November Term, 1961, and therein confess judgment against them and in favor of The County National Bank at Clearfield the Plaintiff, for sum of ~~Nine Thousand (\$9,000.00)~~ 8,581.05 Dollars, with interest from February 1, 1961 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon together with all waivers.

SMITH, SMITH & WORK

BY: Joseph P. Work  
Attorney for Defendant

To Carl Walker, Esq.,

Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor  
is Second and Market Streets, Clearfield, Pennsylvania  
SMITH, SMITH & WORK

BY:

*Joseph P. Work*  
Attorneys for Plaintiff

I hereby certify the exact amount due is as  
follows:

Debt \$8,581.05  
Interest from 2/1/61  
Attorneys' Commission 10% 858.10

*Joseph P. Work*

Court of Common Pleas

of Clearfield County

*Clearfield* Term 1961

No. 376

THE COUNTY NATIONAL BANK AT

CLEARFIELD

vs.

Orrin H. Thomas

Gertie S. Thomas

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$8,581.05

Interest, - - - from 2/1/61

Atty's Com. 10% 858.10

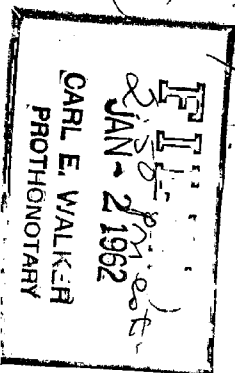
Filed

9439.15

SMITH, SMITH & WORK

BY: *Joseph P. Work*

Attorney for Plaintiff





# Know All Men By These Presents

THAT WE, ORRIN H. THOMAS and GERTRUDE S. THOMAS, his wife, of Lawrence Township, Clearfield County, Pa. (P.O. Address Clearfield, Pa., parties of the first part, hereinafter called Obligors,

hereinafter called Obligors, is/are held and firmly bound unto THE COUNTY NATIONAL BANK AT CLEARFIELD, hereinafter called Obligee,

a national banking association organized and existing under the laws of the United States of America, with its principal office and place of business in the Borough of Clearfield, Clearfield County, Pennsylvania, hereinafter called Obligee, in the sum of Eighteen Thousand (\$18000.00) Dollars,

lawful money of the United States, to be paid to the said Obligee, its certain attorneys, successors, or assigns, to which payment well and truly to be made we do bind our self/selves, heirs, ~~executors~~ or administrators, firmly by these presents. Sealed with our seal, dated the 2 day of March A. D. one thousand nine hundred and Sixty.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Obligors, their

heirs, executors, administrators or any of them, shall and do well and truly pay or cause to be paid unto the above named Obligee, its certain attorneys, successors, or assigns, the just sum of Nine Thousand (\$9000.00) Dollars

lawful money as aforesaid, together with interest thereon, at the rate of six per cent., per annum; payments to be made at the rate of One Hundred (\$100.00) Dollars each and every month commencing April 1st. 1960,

to be applied first to interest and the balance to principal, the entire unpaid balance to be paid from the date hereof and also all premiums for maintaining an insurance against loss or damage by fire, to an amount of Nine Thousand (\$9000.00) Dollars

upon the premises described in the accompanying indenture of mortgage, without any fraud or further delay; and shall produce to the said Obligee, its successors or assigns, on or before the first day of December of each and every year, receipts for all taxes of the current year assessed upon the mortgaged premises; then the above obligation to be void, or else to be and remain in full force and virtue.

PROVIDED, HOWEVER, and it is hereby expressly agreed, that this mortgage and bond are made for the purpose of securing the amount hereinbefore set forth, any and all other indebtedness due and owing, future advancements or obligations of the Obligors, which they now have or may hereafter have to the Obligee herein, and whether jointly or severally or howsoever they may be indebted to the Obligee, and whether directly or indirectly or whether past due.



PROVIDED, FURTHER, and it is hereby expressly agreed, that if at any time default shall be made in the payment of the principal sum or any installment thereof or interest for the space of thirty (30) days after the same shall fall due, or in the payment of any premium of insurance as aforesaid, or in such production to the Obligee, its successors or assigns, on or before the first day of December of each and every year of such receipts for such taxes of the current year upon the premises mortgaged; then and in such case the whole principal debt aforesaid shall, at the option of the Obligee, its successors and assigns, become due and payable immediately, and payment of said principal sum and all interest thereon may be enforced and recovered at once, any thing herein contained to the contrary thereof notwithstanding.

AND PROVIDED, FURTHER, and it is hereby expressly agreed, that if at any time hereafter, by reason of any default in payment of said principal sum or any installment thereof at maturity, or of said interest, or of said premiums of insurance, or in production of said receipts for taxes, within the time specified, a writ of Fieri Facias is properly issued upon the judgment obtained upon this obligation, or by virtue of the warrant of attorney hereto attached, or a writ of Scire Facias is properly issued upon the accompanying indenture of mortgage, an attorney's commission for collection, viz: ten (10) per cent., shall be payable, and shall be recovered in addition to all principal, interest and premiums of insurance then due, besides costs of suit.

AND FURTHER, I and/or we do by these presents empower any attorney of any court of record in the State of Pennsylvania, or elsewhere, to appear for me and/or us therein and confess judgment against me and/or us for the said penal sum, with costs of suit and release of all errors, and I and/or we do hereby waive the right of inquisition on real estate, and all laws exempting real or personal property from levy and sale on execution; and I and/or we do hereby voluntarily condemn the same and authorize the Prothonotary to enter upon the Fieri Facias said voluntary condemnation; hereby waiving and releasing all relief from any and all exemption and stay laws now in force or which may hereafter be passed by the State of Pennsylvania and any other state, and the United States of America; and also the benefit of the present and any future bankrupt laws, and insolvent debtor's laws of any state and the United States; and further, I and/or we do hereby agree that any judgment entered by virtue of the power herein contained shall be final and conclusive, hereby waiving the right of appeal, and writ of error and any and all errors in the entering of said judgment and execution issued thereon.

Sealed and Delivered  
in the presence of

Mary E. McDermott

Orrin H. Thomas   
Orrin H. Thomas  
Gertrude S. Thomas   
Gertrude S. Thomas

# Bond and Warrant

ORRIN H. THOMAS, ET UX.,

To

THE COUNTY NATIONAL BANK AT  
CLEARFIELD

Amount \$ 9,000.00

Interest payable 6%

Principal payable \$100.00 Per Mo.

THE COUNTY NATIONAL BANK  
AT CLEARFIELD  
Clearfield, Pennsylvania