

DOCKET NO. 175

Number	Term	Year
399	November	1961

The Clearfield Building & Loan Association

Versus

Kenneth Bauman,

Glenna Bauman

Praecipe for Writ of Execution - Money Judgments.

Clearfield Building and
Zoon Association

VS
Kenneth Bauman and
Glenne Bauman his wife

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

NO. 399 Nov Term, 1961
17 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 real estate as described in
and recorded Deed Book 368 page 578 of defendant(s) and

(3). against the following property in the hands of (name) garnishee;

(4). and index this writ

(a) against _____ defendant(s) and

(b) against _____, as garnishee,

as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due \$ 2991.82

Interest from 12-31-61 \$

Costs (to be added) \$ 149.59

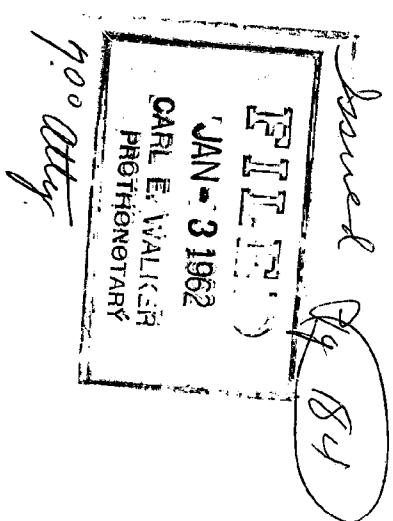

3141.36
Attorney for Plaintiff(s)

No.

Term, 19

vs.

Praecipe for Writ of Execution



CLEARFIELD BUILDING AND LOAN
ASSOCIATION
vs.
KENNETH BAUMAN and GLENNA BAUMAN, his wife
R.D. Olanta, Pennsylvania
State of Pennsylvania,
County of Clearfield

In the Court of Common Pleas
of Clearfield County,
of November Term, 19 61
No. 399

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 Defendants, bearing date the 15th day of July, A. D. 19 58, whereby the Defendants doth promise to pay to the said Plaintiff the sum of three thousand four hundred (\$3,400.00) Dollars, for value received, with interest from July 15, 1958, which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendants, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of Three Thousand Four Hundred (\$3,400.00) Dollars with interest from July 15, 1958 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.

part of which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendants to the said Plaintiff, to wit: The sum of \$ 2991.82.

Interest from 12-31-61
Attys. Com. 5% 149.59
SMITH, SMITH & WORK
BY: *W. J. Smith*
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, appear for the Defendants in the stated action without writ, as of November Term, 1961, and therein confess judgment against them and in favor of Clearfield Building and Loan Association the Plaintiff, for sum of Two Thousand Nine Hundred Ninety-one & 82/100 (\$2991.82) Dollars, with interest from December 31, 1961 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon.

SMITH, SMITH & WORK

BY: *W. J. Smith*

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 Market Street, Clearfield, Penna.
SMITH, SMITH & WORK
BY: *W. E. Walker*
Attorneys for Plaintiff

Court of Common Pleas
of Perry County
No. 399 Term 1961

vs.

D. S. B.

Note of Warrant of Attorney

Debt, - - - - \$.....

Interest, - - - -

Atty's Com. - - - -

Filed..... *J. R.*

F.I.T. R.	
JAN 30 1962 Attorney for Plaintiff	
CARL E. WALKER PROTHONOTARY	

450 07/09

Know all Men by these Presents,

That we, KENNETH BAUMAN and GLENNA BAUMAN, his wife, of Woodward Township, Clearfield County, Pennsylvania, are

held and firmly bound unto the CLEARFIELD BUILDING AND LOAN ASSOCIATION, Clearfield, Pennsylvania, in the sum of Six thousand, Eight Hundred (\$6,800.00) Dollars, lawful money of the United States of America to be paid to said Association, their certain attorney, successors or assigns: To which payment well and truly to be made we do bind ourselves, our

heirs, executors and administrators firmly by these presents. Sealed with our seal. Dated the 15th day of July in the year of our Lord one thousand nine hundred fifty-eight.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden KENNETH BAUMAN and GLENNA BAUMAN, their heirs, executors and administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the above named Association, or to their certain Attorney, successors or assigns, the just sum of Three thousand, Four hundred (\$3,400.00) Dollars such as above said, at any time during the existence or continuance of the said Association together with lawful interest for the same, and together with all fines and charges imposed by the Constitution and By-Laws of said Association, in like money, payable monthly on fourth Friday of each and every month hereafter, and shall also well and truly pay, or cause to be paid unto the said Association, their successors or assigns, the sum of Thirty-six and 72/100 (\$36.72)

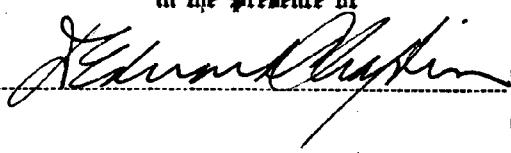
Dollars, on the said fourth Friday of each and every month hereafter, as and for the monthly contribution for premium interest and dues on ~~seventeen~~ Shares of the 74 Series of the Capital Stock of the said Association now owned by the said KENNETH BAUMAN and GLENNA BAUMAN, his wife without any fraud or further delay:

PROVIDED, however, and it is hereby expressly agreed that if at any time default should be made in the payment of the said principal money, when due, or of the said interest, or of the monthly premiums, fines or charges, or the monthly contributions on said stock, or any of them, and the total arrearages are equivalent to at least two contracted monthly payments,

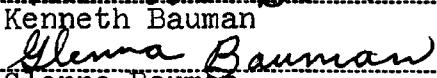
then, and in such case, the whole principal debt aforesaid shall, at the option of the said Association, their successors and assigns, immediately thereupon become due, and payable and recoverable, and payment of said principal sum, and all interest, monthly premiums, fines and charges thereon, as well as any contribution on said ~~seventeen~~ Shares of the 74 Series of Stock then due, together with an Attorney's commission of five percent., on the said principal sum, besides costs of suit, may be enforced and recovered at once, anything herein contained to the contrary thereof in anywise notwithstanding.

AND FURTHER, we do hereby empower any Attorney of any Court of Record of the Commonwealth of Pennsylvania or elsewhere, to appear for us and with or without a declaration filed in our name s, to confess a judgment or judgments in favor of the above mentioned Association, its successors and assigns, and against us for the said sum of Three thousand, Four hundred (\$3,400.00) with costs of suit and Attorney's Commission, as aforesaid, with a full release of all errors and without stay of execution after any default as aforesaid. And we also waive the right of inquisition upon all real estate which may be levied upon to collect the said sum, and we do hereby voluntarily condemn the same, and authorize the Prothonotary to enter upon a Fieri Facias, said voluntary condemnation, and we further agree that said real estate may be sold upon a Fiere Facias. And the said obligors do hereby waive and release to the said Association, its successors and assigns, the benefit and advantage of all laws now in force, or that may be passed exempting property, either real or personal, or both, from levy and sale under any execution that may be issued for the collection of the said judgment.

Signed, Sealed and Delivered
in the presence of



 Kenneth Bauman

 Glenna Bauman

 SEAL

 SEAL

 SEAL

 SEAL

399 Nov 1961

Conn

KENNETH BAUMAN and GLENNA

BAUMAN, his wife

TO

THE CLEARFIELD BUILDING AND
LOAN ASSOCIATION

GG 246

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

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

-Sheriff

All that certain lot or piece of ground situate in the Township of Woodward, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the corner of the land sold to Jane Jarret and on bank of Clearfield Creek; thence south 48-1/2 degrees east 209 feet to a post line of lot of Jane Jarret; thence south 37 degrees west 104.5 feet to corner of Lot No. 8; thence south 30 degrees east 104.5 feet to the southeast corner of Lot No. 9; thence north 48-1/2 degrees west 209 feet along line between Plot Nos. 9 and 10 to the bank of Clearfield Creek; thence down the Clearfield Creek 209 feet to the post on the corner of Jane Jarret and place of beginning.

EXCEPTING AND RESERVING all the minerals and mining rights reserved in the deed of John M. Chase, Executors, to A. I. Barret and Ethel Barret.

Being the same premises conveyed to Kenneth Bauman and Glenna Bauman, his wife, by deed dated May 15, 1941, and recorded in Deed Book 368, Page 578, from Valeria Bloom Rowles, et al.

CLEARFIELD BUILDING AND
LOAN ASSOCIATION

VS : No. November Term, 1961
KENNETH BAUMAN and GLENNA
BAUMAN, his wife,

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CLEARFIELD BUILDING AND
LOAN ASSOCIATION

VS : No. November Term, 1961
KENNETH BAUMAN and GLENN
BAUMAN, his wife,

Writ of Execution - Money Judgments.

**CLEARFIELD BUILDING AND LOAN
ASSOCIATION**

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

VS

KENNETH BAUMAN and GLENNA BAUMAN,
his wife

NO. 17

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 KENNETH BAUMAN and GLENNA BAUMAN, defendant(s):

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein; **Description attached.**

(2) You are also directed to attach the following property of the defendant(s) levied upon in the possession of _____, assignee, _____.

(Specifically describe property)

and to satisfy the examiner he extra

(a) ~~xxxakkattakmientkakjeknjkissperx~~

(b)xxx the judge is not enjoined from requiring the defendant to pay the expenses of the defendant(s) and from delivering any property of the defendant(s) other than the property the judge is entitled to receive.

(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	\$ 2991.82
Interest from December 31, 1961	\$
Attys. Com. 5%	\$ 149.59
Costs (to be added) Attorneys	\$ 14.50

Carl E. Haeberle
Prothonotary

Bv

Deputy

Date January 3, 1962

Proth'v. No. 64

Return this writ and mark the same unsatisfied upon payment of costs — 1/10/62.

William U. Smith
Atty for Clearfield Bldg.

NOW, January 12, 1962 by direction of Smith, Smith & Work by William U. Smith, Attorney for the Plaintiff, I return this writ and mark the same unsatisfied, Sheriffs costs paid.

So answers,

James B. Reese
JAMES B. REESE
Sheriff

No. 399 November Term, 19 61
No. 17 November Term, 19 61
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Clearfield Building & Loan
Association
vs.
Kenneth Bauman and
Glenna Bauman

EXECUTION DEBT
(Money Judgments)

Interest from - - -	\$2991.82
Prothonotary - - -	12/31/61
Use Attorney - - -	14.50

WRIT OF EXECUTION
Use Plaintiff - - -
Attorney's Comm. - 149.59

Satisfaction - - -	
Sheriff - - - - -	

Cost \$100.00

RECEIVED WRIT THIS 3 day
of Jan 1962 A. D., 1962,
at 3.45 P.M.
Sheriff

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

Smith, Smith & Work
Attorney for Plaintiff(s)