

DOCKET NO. 173

Number      Term      Year

403      February      1961

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D & H Distributing Co., Inc.

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Versus

Irvin C. Edmunds

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Jaclyn B. Edmunds

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Praecept for Writ of Execution - Money Judgments.

D & H DISTRIBUTING CO., INC.  
2525 N. 7th Street  
Harrisburg, Pennsylvania

vs.

IRVIN C. EDMUNDS and JACLYN B.  
EDMUNDS

1220 S. 2nd St., Clearfield, Pa.

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

NO. 26

February

Term, 1961

PRAECEPT FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield County;

(2). against the following property all personal property  
of defendant(s) and

~~(3) x against the following property in the hands of (name) xxxxxxxxxxxxxxxxxxxx garnishee,~~

(4). and index this writ

(a) against Irvin C. Edmunds and Jaclyn B. Edmunds  
defendant(s) and

~~(b) x against xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx garnishee,~~

~~xx axispendens against weak property of the defendant(s) in name of garnishee as follows~~

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due \$ 7,706.75

Interest from March 31, 1961 \$

Costs (to be added) \$

  
Dan R. Arnold

Attorney for Plaintiff(s)

No. 403 February Term, 1961  
No. 26 Feb. Term, 1961  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

RECEIVED WRIT THIS day  
of A. D., 19  
at M.  
Sheriff

D & H DISTRIBUTING CO., INC.

vs.

IRVIN C. EDMUNDS and JACLYN B.  
EDMUNDS

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT

Interest from - - -

Prothonotary - - -

Use Attorney - -

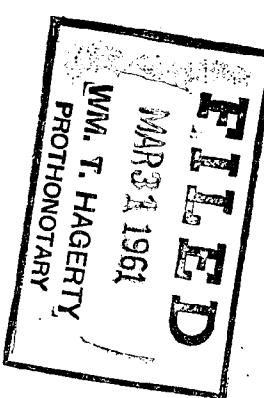
Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - - -

DAN P. ARNOLD  
Attorney for Plaintiff(s)



HARRIS CO. 21 S. 3RD HARRISBURG, PA.

\$7,226.55

One (1) day

December 27, 1960

after date we

or

its assigns

pay to D & H Distributing Co., Inc., or Seven Thousand Two Hundred Twenty-Six Dollars and Fifty-Five Cents LARS

without defalcation, with interest, value received.

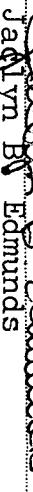
And further, we do hereby authorize and empower any Attorney of any Court of Record of Pennsylvania or elsewhere to appear for and enter Judgment against us, for the above sum, with or without declaration, with costs of suit, release of errors, without stay of execution, and with five per cent, added for collection fees; and we also waive the right of inquisition on any real estate that may be levied upon to collect this note, and do hereby voluntarily condemn the same, and authorize the Prothonotary to enter upon the Fi. Fa. our said voluntary condemnation; and we further agree that said estate may be sold on a Fi. Fa. we hereby waive and release all relief from any and all appraisements, stay or exemption laws of any State now in force or hereafter to be passed.

Witness.

Our hand and seal the day and year first above written



IRVIN C. EDMUNDS (SEAL)



JACKLYN B. EDMUNDS (SEAL)

Signed, Sealed and Delivered in the presence of

IN THE COURT OF COMMON PLEAS OF

D & H. DISTRIBUTING CO., INC  
2525 N. 7th Street  
Harrisburg, Pennsylvania

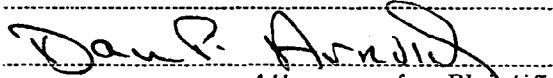
versus  
42 52  
IRVIN C. EDMUNDS and JACLYN  
B. EDMUNDS  
1220 S. Second Street  
Clearfield, Pennsylvania

Clearfield County,  
of Feb Term, 1961  
No. 403  
Debt, - - - - \$7,226.55  
Atty's Commission, - \$ 366.99 \$7,593.54  
Int. from December 27, 1960  
Due One (1) day after date

Clearfield County, ss.

The Plaintiff's claim in this case is founded on a single bill or judgment note, signed, sealed, and dated the 27th day of December A. D. 1960, by which the Defendants promised to pay to the order of the Plaintiff One (1) day after date, the sum of Seven thousand, two hundred twenty-six and 55/100 (\$7,226.55) Dollars, without defalcation, value received.

and which said single bill or judgment note contains a power of attorney authorizing any attorney of any Court of Record in the United States, or elsewhere, to appear therein for said Defendant and confess judgment in favor of the said Plaintiff, for the above sum, with costs of suit, and attorney's commission of five per cent. for collection, and release of all errors, and without stay of execution, waiving the benefit of the exemption laws; with waiver of inquisition and extension upon any levy on real estate, agreeing to condemnation and sale on Fi. Fa. of the same

  
Dan P. Arnold  
Attorney for Plaintiff

CLEARFIELD COUNTY, ss.

By virtue of the power of attorney above recited, we do hereby appear for the said Defendants and confess judgment in favor of the said Plaintiff for the sum of Seven thousand, two hundred twenty-six and 55/100 (\$7,226.55) Dollars debt Three hundred sixty-six and 99/100 (\$366.99) Dollars attorney's commission, in all Seven thousand, five hundred ninety-three and 54/100 Dollars, with interest thereon from the 27th day of December

A. D. 1960, with costs of suit, release of all errors, and without stay of execution, and I hereby, for said Defendant, waive inquisition and extension, and agree to the condemnation and sale on Fi. Fa. of any real estate levied upon, and further waive the exemption of real and personal property from levy and sale on execution herein, under and by virtue of any exemption law now in force, or which may hereafter be passed.

  
Dan P. Arnold  
Attorney for Plaintiff

I hereby certify that the residence of the Plaintiff in this judgment is 2525 N. 7th Street, Harrisburg, Pennsylvania

Attorney for Plaintiff

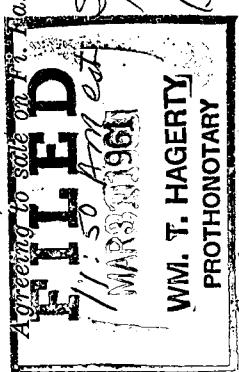
No. 403 Left Term, 1961

D. & H. DISTRIBUTING CO., INC.  
2525 N. 7th Street  
Harrisburg, Pennsylvania  
versus

IRVIN C. EDMUNDS and JACLYN B.  
EDMUNDS  
1220 S. Second Street  
Clearfield, Pennsylvania

D. S. B.

Debt, - \$7,226.55  
Atty's Com., \$ 366.98 7,593.54  
Int. from December 27, 1960  
Due one (1) day after date  
Waiving Exemption  
Waiving Inquisition  
Agreeing to Condemnation  
Agreeing to settle on terms



3368

levy made April ~~XX~~ 5, 1961

Give one (1) week. until April 12, 1961

Dan P. Arnold

LEDGER NO. 14/398  
CLEARFIELD, PA. April 3, 1961

## TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
D. & H Distributing CO. Inc 2525 N. 7th St Harrisburg, Pa.		No 403	Feb Term 1961	
		No 26	Feb Term 1961	
vs				
Irving C. Edmunds and Jaclyn B. Edmunds 1220 S. 2nd St Clearfield, Pa.				
R.D.R.....\$3.00		Exec Debt.....	\$7,706.75	
Levy..... 3.00		Int Fr Mar 31, 1961...	77.10	
Service..... 3.00		Atty.....	6.50	
c/s d/s..... 2.00		Prothonotary.....	6.00	
Miles..... 1.00		Sheriff's Costs.....	65.53	
Comm..... <u>53.53</u>		Total	\$7,861.88	
Total <u>\$65.53</u>				

Exec Debt.....	\$7,706.75
Int Fr Mar 31, 1961...	77.10
Atty.....	6.50
Prothonotary.....	6.00
Sheriff's Costs.....	65.53
Total	\$7,861.88

Charles G. Amerman

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.



April 3, 1961

Dan P. Arnold

## TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
D. & H Distributing CO. Inc 2525 N. 7th St Harrisburg, Pa.		No 403	Feb Term 1961	
		No 26	Feb Term 1961	
vs				
Irving C. Edmunds and Jaclyn B. Edmunds 1220 S. 2nd St Clearfield, Pa.				
R.D.R.....\$3.00		Exec Debt.....	\$7,706.75	
Levy.....2.00		Int Fr Mar 31, 1961...	77.10	
Service.....3.00		Atty.....	6.50	
c/s d/s.....2.00		Prothonotary.....	6.00	
Miles.....1.00		Sheriff's Costs.....	65.53	
Comm..... <del>5.53</del>		Total	\$7,861.88	
Total <del>65.53</del>				

Charles G. Ammerman SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.

# 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

Lawrence Township, Clearfield County, Pa.

5 - Used TV Sets  
1 - Freshndaire Air Circulator  
2 - Used Washers  
2 - Luggages  
1 - Toaster  
1 - Coffee Maker  
1 - Cash register  
1 case odd lots  
3 - chairs  
1 - complete living room outfit  
1 - complete kitchen outfit  
odd table and chairs and lamps  
All household furniture

1 room used TV Sets and Electrical appliances located in room in  
Post Office Building in Hyde City.

ALL OTHER PERSONAL PROPERTY BELONGING  
TO THE DEFENDANTS AND NOT ENUMERATED HEREON.

Seized, taken in execution, and to be sold as the property of  
Irving C. Edmunds and Jaclyn B. Edmunds

  
CHARLES G. AMMERMAN

Sheriff

Sheriff's Office, Clearfield, Pa., April 5, 1961

Writ of Execution - Money Judgments.

D & H Distributing Co., Inc.  
2525 N. 7th St., Harrisburg, Pa.  
vs.  
Irvin V. & Jaclyn B. Edmunds  
1220 S. 2nd St., Clearfield, Pa.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA.  
NO. 26 February 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 against Irvin C. Edmunds and Jaclyn B. Edmunds, 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 Irvin C. Edmunds and Jaclyn B. Edmunds.~~

all personal property

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due	\$ 7706.75
Interest from March 31, 1961	Attorney \$ 6.50
Costs (to be added)	Prothonotary \$ 6.00

*Wm F. Wagner*  
Prothonotary



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

Date March 31, 1961

Proth'y. No. 64

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

(1) The plaintiff fails to make payment promptly upon demand of the sheriff's proper fees and costs, or  
(2) sale of the property levied upon is not held within six (6) months after levy, unless the proceedings are stayed or the time for sale is extended by the court. Adopted March 30, 1960. Eff. Nov. 1, 1960.

Signed,

*William Charney*  
William Charney, Sheriff

*Returned under RCP #3120*

No. 403 February Term, 1961  
No. 26 February Term, 1961

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

D & H Distributing Co., Inc.

2525 N. 7th Street  
Harrisburg, vs. Pa.

Irvin C. Edmunds and

Jaclyn B. Edmunds

1220 S. 2nd St., Clearfield, Pa.

RECEIVED WRIT THIS 2 day  
of February A. D., 1961,

at 9:30 P.M.  
*Charles L. Zimmerman*  
Sheriff

EXECUTION DEBT \$7706.75

Interest from - - - 3/31/61

Prothonotary - - - 6.00

Use Attorney - - 6.50

WRIT OF EXECUTION

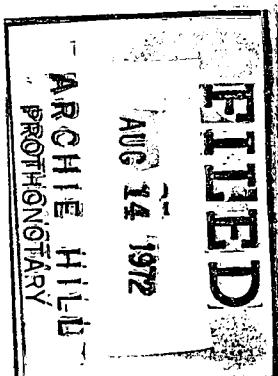
Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - - -

*20.00 Due*



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

Dan P. Arnold  
Attorney for Plaintiff(s)