

DOCKET NO. 173

Number Term Year

406 February 1961

Altoona TV Supply Inc.

Versus

I C Edmunds



LEDGER NO. 14/299
CLEARFIELD, PA. April 3, 1961

Smith, Smith and Work.

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Altoona T V Supply Inc.		NO 406	Feb Term 1961	
vs		No 27	Feb Term 1961	
I.C. Edmunds				
R.D.R.....	\$3.00			
Levy.....	3.00			
Service.....	3.00			
c/s d/s.....	2.00			
Miles.....	1.00			
Comm.....	17.00			
Total	<u>\$29.00</u>			
Exec Debt.....	\$850.42			
Int Fr Feb 18, 1961.....	8.40			
Atty Comm.....	85.04			
Atty.....	12.50			
Sheriff's Costs.....	29.00			
Total	<u>\$985.36</u>			

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.



April 3, 1961

Smith, Smith and Work.

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vs
I.C. Edmunds

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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, chairs and lamps

All household furniture

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

AND 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ALTOONA TV SUPPLY, INC.

VS

No. 27 February Term, 1961

I. C. EDMUNDS

PRAECIPE FOR WRIT OF EXECUTION

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Issue Writ of Execution in the above matter,

1. Directed to the Sheriff of Clearfield County;
2. Against the following property of Defendant:

All personal property located
at Defendant's place of business
situate in Lawrence Township,
Clearfield, County, Pennsylvania,
including television sets and
other electrical appliances.

and;

3. Index this writ against I.E. Edmunds, Defendant;
4. Amount due \$850.42
Interest from 2-18-61
Attys. Com. 85.04
Costs

SMITH, SMITH & WORK

BY _____

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA

In the matter of I. C. EDMUNDS & SONS

Bankrupt No. 61-133

ORDER OF COURT

NOW, this 25 day of April, 1961, the within Petition having been presented, and it appearing that I. C. Edmunds, also known as Irvin C. Edmunds and Jaclyn B. Edmunds, his wife, individually, and trading and doing business as I. C. Edmunds & Sons, a partnership, have filed a Petition in Bankruptcy in the United States District Court for the Western District of Pennsylvania, and it further appearing that various Judgments have been entered against the Petitioners, and Writs of Fi. Fa. or Writs of Execution issued on certain of such Judgments, that the satisfaction of said Writs would operate to give priority to certain creditors and denying other creditors their rights under the Bankruptcy Laws of the United States of America, Now Therefore, it is hereby ORDERED and DECREED, that Charles G. Ammerman, Sheriff of Clearfield County, be and is hereby directed to stay all proceedings upon Fi. Fa. No. 6 February Term, 1961 and Writ of Execution No. 71 February Term, 1961; Fi. Fa. No. 26 February Term, 1961 and Writ of Execution No. 403 February Term, 1961; Writ of Execution No. 27 February Term, 1961, and all other Writs of Execution, which may be received by the said Charles G. Ammerman, Sheriff of Clearfield County, against the assets of I. C. Edmunds, also known as Irvin C. Edmunds and Jaclyn B. Edmunds, his wife, or I. C. Edmunds & Sons, pending further Order of this Court.

HEARING TO BE HELD MAY 1, 1961 AT 10 A.M. EASTERN DAYLIGHT SAVINGS TIME. NOTICE TO BE GIVEN TO ALL PARTIES IN INTEREST

BY THE COURT,

Issued AT
3:20 P.M. APR 25,
1961

IS/ JOHN L. MILLER

J.

Certified from the record this
25 day of Apr A.D. 1961
James N. Wallace, Jr.
Clerk

Writ of Execution - Money Judgments.

Altoona TV Supply Inc.

vs.

I. C. Edmunds

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

NO. 27 February

Term, 1961

WRIT OF EXECUTION

Commonwealth of Pennsylvania } SS:
County of Clearfield }

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against I. C. 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 him, the garnishee,~~

~~ALL personal property located at Defendant's place of business
situate in Lawrence Township, Clearfield County, Pennsylvania,
including television sets and other electrical appliances.~~

(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		\$ 850.42
Interest from February 18, 1961	Attys. Comm.	\$ 85.04
Costs (to be added) Attorney		\$ 12.50

Tom J. Nagerty
Prothonotary

By
Deputy

Date April 3, 1961

Proth'y. No. 64



This WRIT is being returned in COMPLIANCE
with the RULE OF CIVIL PROCEDURE No. 3120

William Charney
William Charney, Sheriff

No. 406 February Term, 1961
No. 27 February Term, 1961
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Altoona TV Supply Inc.

vs.

I.C. Edmunds

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT

\$850.42

Interest from - - -

2/18/61

Prothonotary - - -

Use Attorney - - -

12.50

WRIT OF EXECUTION

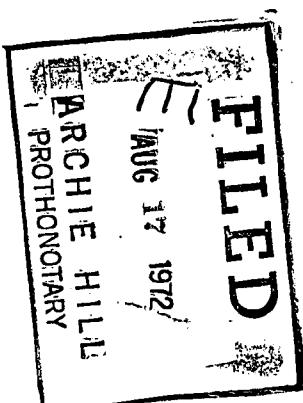
Use Plaintiff - - -

Attorney's Comm. - - -

85.04

Satisfaction - - -

Sheriff - - - - -



RECEIVED WRIT THIS 3 day
of *February* A. D., 1961,
at 10 A. M.
William Charney
Sheriff

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

Smith, Smith & Work
Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ALTOONA TV SUPPLY, INC. :

VS : No. 27 February Term, 1961
I. C. EDMUNDS :

PRAECIPE FOR WRIT OF EXECUTION

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Issue Writ of Execution in the above matter,

1. Directed to the Sheriff of Clearfield County;
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situate in Lawrence Township,
Clearfield County, Pennsylvania,
including television sets and
other electrical appliances.

and;

3. Index this writ against I.E. Edmunds, Defendant;
4. Amount due \$850.42
Interest from 2-18-61
Attys. Com. 85.04
Costs

SMITH, SMITH & WORK

BY William H. Smith

827

\$ 850.42

ALTOONA, PA., February 18, 1961

A 8 8 9 9 6 - 8 6 1 , 9 2 -
- V -
PAY TO THE ORDER OF Altoona TV Supply Inc.
Eight Hundred Fifty & 42/100
DOLLARS

AT Altoona Central Bank and Trust Company ALTOONA, PA.

WITHOUT DEFALCATION, VALUE RECEIVED, WITH INTEREST

And further, I, we, or any of us do hereby empower any Prothonotary or Attorney of any Court of Record within the United States or elsewhere, to appear for me or any of us; and after one or more declarations filed, confess judgment against me or any of us, as of any term for the above sum, with cost of suit, and Attorney's Commission of Ten per cent, for collection, and release of all errors, and without stay of execution, and inquisition and extension upon any levy on real estate is hereby waived, and condemnation agreed to, and the exemption of personal property from levy and sale on any execution hereon is also hereby expressly waived, and no benefit of exemption may or will be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

WITNESS HAND AND SEAL

NO. A.89735 DUE 4/18/61


[SEAL]

I.C. Edmunds, Clearfield, Penna. [SEAL]

For value received, I or we and each of us hereby transfer all our rights in the within note to

ALTOONA CENTRAL BANK AND TRUST CO.

and become responsible to the holder as surety thereon, waiving protest, demand and notice of non-payment.

And further, do hereby authorize and empower any Attorney of any Court of Record within the United States or elsewhere to appear for and confess judgment against

..... upon this obligation, whether due or not, for the above sum, with interest, costs of suit and an Attorney's Commission of ten (10) per cent, waiving the necessity of any preliminary demand upon

..... for payment of the same, and waiving the right of inquisition, exemption and stay of execution and releasing all errors.

(Sign Here)

ALTOONA TV SUPPLY, INC. [SEAL]

E J Atkins, Asst Secy [SEAL]
[SEAL]

... [SEAL]

ALTOONA TV SUPPLY, INC.
vs.
I. C. EDMUNDS

In the Court of Common Pleas
of Clearfield County,
of February Term, 19 61

No. ~~405~~ 406

D. S. B.

State of Pennsylvania, { ss.
County of Clearfield

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendant, bearing date the 18th day of February A. D. 19 61, whereby the Defendant doth promise to pay to the said Plaintiff the sum of Eight Hundred Fifty and 42/100 (\$850.42) Dollars, for value received, with interest from Feb. 18, 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 him and in favor of said Plaintiff for the said sum of Eight Hundred Fifty and 42/100 (\$850.42) Dollars with interest from February 18, 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.

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 \$850.42.

Interest from 2-18-61
Attys. Com. 10% 85.04
SMITH, SMITH & WORK
BY: *W. U. Smith* 935.46
Attorney for Plaintiff

State of Pennsylvania, { ss.
County of Clearfield

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, Attorneys, appear for the Defendant in the stated action without writ, as of February Term, 19 61, and therein confess judgment against him and in favor of Altoona TV Supply, Inc., the Plaintiff, for sum of Eight hundred fifty and 42/100 (\$850.42) Dollars, with interest from February 18, 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: *W. U. Smith*
Attorney for Defendant

To William T. Hagerty, Esq.,
Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor

is 1720 Union Avenue, Altoona, Penna.

SMITH, SMITH & WORK

BY:

D. J. Smith
Attorneys for Plaintiff

Court of Common Pleas
of CLEARFIELD County
FEBRUARY Term 19 61
No. 406

ALTOONA TV SUPPLY, INC.

vs.

I. C. EDMUNDS

D. S. B.

Note of Warrant of Attorney

Debt, \$ 850.42
from 2-18-61
Interest, - - -

Atty's Com. - 85.04

Filed

455
S. R. T.
Prothonotary

FILED

Attorneys for Plaintiff

APR - 3 1961

WM. T. HAGERTY
PROTHONOTARY

3-30 City