

DOCKET NO. 175

NUMBER	TERM	YEAR
406	September	1961

Ridgway Federal Savings & Loan
Assoc.

VERSUS

Robert H. Shear

Bernice E. Shear

TO DICK REED, DR.

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

Charles B. Cummings
Charles B. Cummings
Charles B. Cummings

Clearfield, Pa., Dec 18 1961

Ed V. Cherry
Attorney

Nº 71593

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

Deed Robert H. Shear Byrd
to
Ridgway Frederick Lloyd
Statutory
Ed. V. Cherry

DEC 18 1961
BY
DICK REED

83 06

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

REAL ESTATE SALE

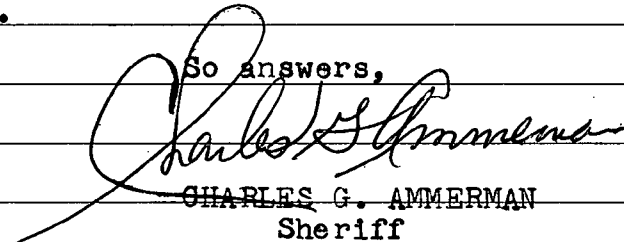
SCHEDULE OF DISTRIBUTION

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 Robert H. Shear and Bernice E. Shear to public vendue or outcry at which time and place I sold the same to Ridgway Federal Savings and Loan Association, a Corporation he being the highest and best bidder, for the sum of \$1.00 plus costs, and made the following appropriations, viz:

Deed Costs		Attorney	\$ 14.50
Sheriffs Deed	5.00	Pro List Liens	2.50
Pro Ack Deed	1.00	Recorder of Deeds Mtr Sch	2.00
Recording Deed	6.20	DuBois Courier Express Adv and Sales	
St T Tax	76.31	Cards Invoice # C 186	94.24
Rev St	.55	Sheriffs Costs	34.09
Total	89.06	-- Deed Costs	89.06
		To Debt	1.00
		Total	\$ 237.39

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

**RIDGWAY FEDERAL SAVINGS
& LOAN ASSOCIATION
OF RIDGWAY
RIDGWAY, PA.**

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DATE	DESCRIPTION	AMOUNT
12-4-61	<p>Loan #5432 Robert H. & Bernice E. Shear</p> <p>Sheriff's sale cost on Shear loan</p>	237.39

November 8, 1961

Frank S. Richards
Tax Collector
Du Bois, Pa.

Dear Sir:

Request that your Office notify this Office of the Taxes due from the Estate of Mary C. and Terence Leitzell located in the city of Du Bois, Pa. also of the Taxes due your Office from the Estate of Robert H. and Bernice E. Shear also located in the City Of Du Bois, Pa.

Please indicate the date and amount that penalties become due.

Very Truly Yours.

Charles G. Ammerman
Sheriff

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**186**

TERMS:— Cash

Advertising in DuBois Courier-Express
(Property of Robert H. Shear and Bernice E. Shear)

November 8--727 words	
" 15--727 "	
" 22--727 "	
2181 words-----@.04¢-----	\$ 87.24
Notary fee-----	.50
10 Sales Cards--	6.50
	\$ 94.24

**PRELIMINARY 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:

DESCRIPTION OF PROPERTY
All that certain lot, piece or parcel of land situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe in the center line of a private right of way or private street known as Albert's Court, said iron pipe being North 63° 06' West, one hundred fifty-four and four-tenths (154.4) feet from an iron pipe on west side of south Jared Street in the center line of said private street known as Albert's Court; thence South 26° 54' West, One Hundred thirty-two and nine-tenths (132.9) feet to an iron pipe; thence North 63° 54' West, Sixty-one and nine-tenths (61.9) feet to a point in the center line of Pentz Run; thence North 28° 02' East, by the center line of said Pentz Run, Seventy-two and seventeen one-hundredths (72.17) feet to a point in the center line of said Pentz Run; thence North 22° 50' East, by the center line of Pentz Run, Sixty-one and seventy-seven one-hundredths (61.77) feet to a point in center line of said private street known as Albert's Court (extended); thence South 63° 06' East by the center line of said private street known as Albert's Court Sixty-five (65) feet to the place of beginning.

Being parcel No. 8 as shown on the plot or plan of Albert's Court referred to hereinafter.

EXCEPTING AND RESERVING a right of way or private street known as Albert's Court, to the other owners, their heirs and assigns, of lots and to the public over the above described plot of ground at the North side of said

thereof prepared by Yost, Bronfield and Hess, Engineers, dated September 27, 1946, as recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Misc. Book No. 61, Page 565. Said Right of Way or Private Street totals eight (8) feet in width, one half or four (4) feet thereof being over the property hereinbefore described, reference to the plot of plan of Albert's Court being had, the same will more fully and at large appear.

Subject to a Right of Way for sewer, water, gas, electric and telephone lines, with the right to maintain and repair the same, for the benefit of all owners, their heirs and assigns, of lots in the Albert's Court Plan.

BEING the same premises conveyed by Angelo J. Indre, et ux. to ROBERT H. SHEAR and BERNICE E. SHEAR, husband and wife, by deed dated December 11, 1956, and recorded in the Recorder's Office in and for Clearfield County, Pennsylvania, on January 14, 1957, in Deed Book Vol. 455, at Page 582.

Seized, taken in execution and to be sold as the property of Robert H. Shear and Bernice E. Shear, situate in the City of DuBois, Clearfield County, Pa., at the suit of Ridgway Federal Savings and Loan Association, a Corporation, on Judgement No. 406 September Term, 1961, Writ of Execution No. 25 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.

**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, Sec'y. 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

24

day of

*Nov*19*61*

Sworn and subscribed to before me this

Thereof prepared by Yost, Brownfield and Hess, Engineers, dated September 27, 1946, as recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Misc. Book No. 61, Page 565. Said Right of Way for Private Street totals eight (8) feet in width, one half or four (4) feet thereof being, over the property hereinbefore described, reference to the plot of plan of Albert's Court being had, the same will more fully and at large appear.

Subject to a Right of Way for sewer, water, gas, electric and telephone lines, with the right to maintain and repair the same, for the benefit of all owners, their heirs and assigns, of lots in the Albert's Court Plan.

BEING the same premises conveyed by Angelo J. Indre, et al. to ROBERT H. SHEAR and BERNICE E. SHEAR, husband and wife, by deed dated December 21, 1956, and recorded in the Recorder's Office in and for Clearfield County, Pennsylvania, on January 14, 1957, in Deed Book Vol. 455, at Page 582.

Seized, taken in execution and to be sold as the property of Robert H. Shear and Bernice E. Shear, situate in the City of DuBois, Clearfield County, Pa., at the suit of Ridgway Federal Savings and Loan Association, a Corporation, on Judgement No. 406 September Term, 1961, Writ of Execution No. 25 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. AMMERMAN,
Sheriff

**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:

DESCRIPTION OF PROPERTY
All that certain lot, piece or parcel of land situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, bounded and described as follows:-

BEGINNING at an iron pipe in the center line of a private right of way or private street known as Albert's Court, said iron pipe being North 63° 06' West one hundred fifty-four and four-tenths (154.4) feet from an iron pipe on west side of south Jared Street in the center line of said private street known as Albert's Court; thence South 26° 54' West, One Hundred thirty-two and nine-tenths (132.9) feet to an iron pipe; thence North 63° 54' West, Sixty-one and nine-tenths (61.9) feet to a point in the center line of Pentz Run; thence North 28° 02' East, by the center line of said Pentz Run, Seventy-two and seventeen one-hundredths (72.17) feet to a point in the center line of said Pentz Run; thence North 22° 50' East, by the center line of Pentz Run, Sixty-one and seventy-seven one-hundredths (61.77) feet to a point in center line of said private street known as Albert's Court (extended); thence South 63° 06' East by the center line of said private street known as Albert's Court Sixty-five (65) feet to the place of beginning.

Being parcel No. 8 as shown on the plot or plan of Albert's Court referred to hereinafter.

EXCEPTING AND RESERVING a right of way or private street known as Albert's Court, to the other owners, their heirs and assigns, of lots and to the public over the above described plot of ground at the North side of said lot, as shown on the plot or plan

Statement of Advertising Costs

COURIER-EXPRESS PUBLISHING COMPANY

Publisher of

THE DUBOIS COURIER-EXPRESS

DuBois, Pa.

To *Charles G. Ammerman, Sheriff Dr.*
(*Shear Property*)

For publishing the notice or advertisement attached hereto on the above stated dates \$ *93.74*

Probating same \$ *.50*

Total \$ *94.24*

Advertising Costs

hereby acknowledges receipt of the aforesaid advertising fully paid.

COURIER-EXPRESS PUBLISHING COMPANY

Publisher of

THE DUBOIS COURIER-EXPRESS

By

Proof of Publication and Receipt for the Advertising costs

ATTORNEY FOR

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:

Robert H. Shear al to Ridgway Federal Savings & Loan Assn. 173-92
\$7520.00, January 14, 1957, DuBois

Bernice E. Shear al to Ridgway Federal Savings & Loan Assn. 173-92
\$7520.00 - January 14, 1957, DuBois

In testimony Whereof, I have hereunto set my hand and official seal this 21 day of
November, A.D. 1961 Time 3:25 PM E.S.T.

Dick Reed

RECORDER OF DEEDS

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 1965

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
Bernice E. Shear and Robert H. Shear
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. 19 61.

Wm T. Hagerty Prothonotary

List of Liens

VERSUS

(1956)

Robert H. Shear

Bernice E. Shear

(1957)

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 Robert H. Shear and Bernice E. Shear, situate in the City of DuBois, Clearfield County, Pa., at the suit of Ridgway Federal Savings and Loan Association, a Corporation, on Judgment No. 406 September Term, 1961, Writ of Execution No. 25 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. AMMERMAN,
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.

DESCRIPTION OF PROPERTY

All that certain lot, piece or parcel of land situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, bounded and described as follows:-

BEGINNING at an iron pipe in the center line of a private right of way or private street known as Albert's Court, said iron pipe being North $63^{\circ} 06'$ West one hundred fifty-four and four-tenths (154.4) feet from an iron pipe on west side of South Jared Street in the center line of said private street known as Albert's Court; thence South $26^{\circ} 54'$ West, One Hundred thirty-two and nine-tenths (132.9) feet to an iron pipe; thence North $63^{\circ} 54'$ West, Sixty-one and nine-tenths (61.9) feet to a point in the center line of Pentz Run; thence North $28^{\circ} 02'$ East, by the center line of said Pentz Run, Seventy-two and seventeen one-hundredths (72.17) feet to a point in the center line of said Pentz Run; thence North $22^{\circ} 50'$ East, by the center line of Pentz Run, Sixty-one and seventy-seven one-hundredths (61.77) feet to a point in center line of said private street known as Albert's Court (extended); thence South $63^{\circ} 06'$ East by the center line of said private street known as Albert's Court Sixty-five (65) feet to the place of beginning.

Being parcel No. 8 as shown on the plot or plan of Albert's Court referred to hereinafter.

EXCEPTING AND RESERVING a right of way or private street known as Albert's Court, to the other owners, their heirs and assigns, of lots and to the public over the above described plot of ground at the North side of said lot, as shown on the plot or plan thereof prepared

by Yost, Bromfield and Hess, Engineers, dated September 27, 1946, as recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Misc. Book No. 61, Page 565. Said Right of Way or Private Street totals eight (8) feet in width, one-half or four (4) feet thereof being over the property hereinbefore described, reference to the plot of plan of Albert's Court being had, the same will more fully and at large appear.

Subject to a Right of Way for sewer, water, gas, electric and telephone lines, with the right to maintain and repair the same, for the benefit of all owners, their heirs and assigns, of lots in the Alnert's Court Plan.

BEING the same premises conveyed by Angelo J. Indre, et ux. to ROBERT H. SHEAR and BERNICE E. SHEAR, husband and wife, by deed dated December 11, 1956, and recorded in the Recorder's Office in and for Clearfield County, Pennsylvania, on January 14, 1957, in Deed Book Vol. 455, at Page 582.

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 per Description

Seized on Nov. 2, 1961

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

Robert H. Bernice E. Shear.

Charles L. [Signature] Sheriff

Sheriff's Office, Clearfield, Pa., *Nov 2,* 19 *61*

Writ of Execution. Mortgage Foreclosure.

Ridgway Federal Savings and Loan
Association, a Corporation

vs.

Robert H. Shear
Bernice E. Shear

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

NO. 25 September

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 in the above matter you are directed to levy upon and
sell the following described property:

(DESCRIPTION IN SHERIFF'S OFFICE)

(Specifically describe property)

Amount due	\$ 7630.85
Interest from November 1, 1961 on \$6937.14	\$
Costs (to be added) Attorneys	\$ 14.50

Wm T. Hagerty
Prothonotary

Deputy



Date November 2, 1961

Proth'y. No. 61

No. 406 September Term, 19 61
No. 25 September Term, 19 61

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

Ridgway Federal Savings and
Loan Association, a Corporation

VS.

Robert H. Shear, 2032 Second St.,
Winter Haven, Florida

Bernice E. Shear, 318 S. Main St.
DuBois, Pa.

WRIT OF EXECUTION

From No. 406 Sept. Term, 19 61

John H. Cartwright
Edward V. Cherry
Attorney(s) for Plaintiff(s)

RECEIVED WRIT THIS 2nd day
of November A. D., 19
at P. M.
Shale A. Commey
Sheriff

WRIT OF EXECUTION
(Mortgage Foreclosure)

Penal Sum	\$15,040.00
EXECUTION DEBT	7,630.85
Interest from 11:1.61 on \$6937.14	
Prothonotary - - -	
Use Attorney - -	.14.50
Use Plaintiff - -	
Attorney's Comm. RECORDER OF DEEDS	2.00
Satisfaction - - -	
Sherriff - - - -	2.50
\$100.00 REI	

John H. Cartwright
Edward V. Cherry
Attorney for Plaintiff(s)

by Yost, Bromfield and Hess, Engineers, dated September 27, 1946, as recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Misc. Book No. 61, Page 565. Said Right of Way or Private Street totals eight (8) feet in width, one-half or four (4) feet thereof being over the property hereinbefore described, reference to the plot of plan of Albert's Court being had, the same will more fully and at large appear.

Subject to a Right of Way for sewer, water, gas, electric and telephone lines, with the right to maintain and repair the same, for the benefit of all owners, their heirs and assigns, of lots in the Alnert's Court Plan.

BEING the same premises conveyed by Angelo J. Indre, et ux. to ROBERT H. SHEAR and BERNICE E. SHEAR, husband and wife, by deed dated December 11, 1956, and recorded in the Recorder's Office in and for Clearfield County, Pennsylvania, on January 14, 1957, in Deed Book Vol. 455, at Page 582.

DESCRIPTION OF PROPERTY

All that certain lot, piece or parcel of land situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, bounded and described as follows:-

BEGINNING at an iron pipe in the center line of a private right of way or private street known as Albert's Court, said iron pipe being North $63^{\circ} 06'$ West one hundred fifty-four and four-tenths (154.4) feet from an iron pipe on west side of South Jared Street in the center line of said private street known as Albert's Court; thence South $26^{\circ} 54'$ West, One Hundred thirty-two and nine-tenths (132.9) feet to an iron pipe; thence North $63^{\circ} 54'$ West, Sixty-one and nine-tenths (61.9) feet to a point in the center line of Pentz Run; thence North $28^{\circ} 02'$ East, by the center line of said Pentz Run, Seventy-two and seventeen one-hundredths (72.17) feet to a point in the center line of said Pentz Run; thence North $22^{\circ} 50'$ East, by the center line of Pentz Run, Sixty-one and seventy-seven one-hundredths (61.77) feet to a point in center line of said private street known as Albert's Court (extended); thence South $63^{\circ} 06'$ East by the center line of said private street known as Albert's Court Sixty-five (65) feet to the place of beginning.

Being parcel No. 8 as shown on the plot or plan of Albert's Court referred to hereinafter.

EXCEPTING AND RESERVING a right of way or private street known as Albert's Court, to the other owners, their heirs and assigns, of lots and to the public over the above described plot of ground at the North side of said lot, as shown on the plot or plan thereof prepared

Praecipe for Writ of Execution - Money Judgments

RIDGWAY FEDERAL SAVINGS AND
LOAN ASSOCIATION, a Corporation

vs.

ROBERT H. SHEAR and BERNICE E.
SHEAR, husband and wife.

IN THE COURT OF COMMON PLEAS
CLEARFIELD
OF ~~YELK~~ COUNTY, PENNSYLVANIA

No. *406* *Sept* Term, 19 *61*.

PRAECIPE FOR WRIT OF EXECUTION.

25 Sept 1961
Pg 172

To the Prothonotary:

Issue writ of execution in the above matter.

- (1). directed to the Sheriff of Clearfield County;
- (2). against ROBERT H. SHEAR and BERNICE E. SHEAR,
husband and wife.
_____ defendant(s) and,
- (3). against _____ garnishee;
- (4). and index this writ
 - (a) against ROBERT H. SHEAR and BERNICE E. SHEAR,
husband and wife
_____ 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 \$ 7,630.85
Interest from November 1, 1961 on \$6,937.14. \$ _____
Costs to be added. \$ _____

Edward V Cherry
John R. Lathrop
Attorney for Plaintiff(s)

Date October 31, 1961

Proth'y #3

IN THE COURT OF COMMON PLEAS
OF ELK COUNTY PENNSYLVANIA

No.	Term, 19
1	1900
2	1901
3	1902
4	1903
5	1904
6	1905
7	1906
8	1907
9	1908
10	1909
11	1910
12	1911
13	1912
14	1913
15	1914
16	1915
17	1916
18	1917
19	1918
20	1919
21	1920
22	1921
23	1922
24	1923
25	1924
26	1925
27	1926
28	1927
29	1928
30	1929
31	1930
32	1931
33	1932
34	1933
35	1934
36	1935
37	1936
38	1937
39	1938
40	1939
41	1940
42	1941
43	1942
44	1943
45	1944
46	1945
47	1946
48	1947
49	1948
50	1949
51	1950
52	1951
53	1952
54	1953
55	1954
56	1955
57	1956
58	1957
59	1958
60	1959
61	1960
62	1961
63	1962
64	1963
65	1964
66	1965
67	1966
68	1967
69	1968
70	1969
71	1970
72	1971
73	1972
74	1973
75	1974
76	1975
77	1976
78	1977
79	1978
80	1979
81	1980
82	1981
83	1982
84	1983
85	1984
86	1985
87	1986
88	1987
89	1988
90	1989
91	1990
92	1991
93	1992
94	1993
95	1994
96	1995
97	1996
98	1997
99	1998
100	1999
101	2000
102	2001
103	2002
104	2003
105	2004
106	2005
107	2006
108	2007
109	2008
110	2009
111	2010
112	2011
113	2012
114	2013
115	2014
116	2015
117	2016
118	2017
119	2018
120	2019
121	2020
122	2021
123	2022
124	2023
125	2024
126	2025
127	2026
128	2027
129	2028
130	2029
131	2030
132	2031
133	2032
134	2033
135	2034
136	2035
137	2036
138	2037
139	2038
140	2039
141	2040
142	2041
143	2042
144	2043
145	2044
146	2045
147	2046
148	2047
149	2048
150	2049
151	2050
152	2051
153	2052
154	2053
155	2054
156	2055
157	2056
158	2057
159	2058
160	2059

VS.

Praecipe for Writ of Execution

Attorney(s) for Plaintiff(s)

: In the Court of Common Pleas
: of Clearfield County, Pa.

.....

No 406, Sept Term, 1961.

transact the business for which it is incorporated within the Commonwealth of Pennsylvania, and in pursuance of its regular business on the eighth day of January, 1957, made a loan or advance of SEVEN THOUSAND, FIVE HUNDRED AND TWENTY DOLLARS (\$7, 520.00) to ROBERT H. SHEAR and BERNICE E. SHEAR, husband and wife, and the Defendants on the eighth day of January, 1957, executed and delivered to the Plaintiff a mortgage for the principal sum of SEVEN THOUSAND, FIVE HUNDRED AND TWENTY DOLLARS (\$7, 520.00), with accompanying bond in the sum of FIFTEEN THOUSAND, FORTY DOLLARS (\$15, 040.00), to secure the payment of SEVEN THOUSAND, FIVE HUNDRED AND TWENTY DOLLARS (\$7, 520.00), which Bond was signed by the Defendants who thereby obligated themselves for the payment of the said amount.

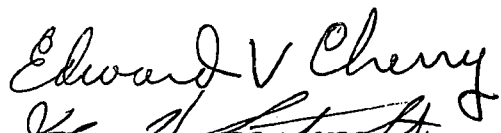
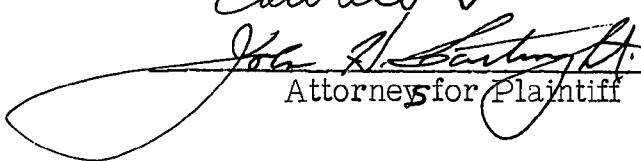
A copy of said bond is hereto attached and made a part of this Statement.

The said Defendants, ROBERT H. SHEAR and BERNICE E. SHEAR, husband and wife, were held and firmly bound unto the said Plaintiff in the said Bond in the sum of FIFTEEN THOUSAND, FORTY DOLLARS (\$15, 040.00), on condition that they pay the sum of SEVEN THOUSAND, FIVE HUNDRED AND TWENTY DOLLARS (\$7, 520.00) , with interest at 6%, including other charges , and taxes and fire insurance premiums as the same become due, as appears in said Bond, yet the Defendants though notified to do so by the Plaintiff, have not paid the Plaintiff the monthly installments as provided in the said Bond, and have defaulted in the payment of said monthly installments, and permitted their total arrearage to be equivalent to six contractive monthly installment payments, without paying up all installments of principal and interest, contrary

to the provisions in the said bond contained as aforesaid.

The Defendants still suffer and permit the balance due of SIX THOUSAND, NINE HUNDRED THIRTY-SEVEN DOLLARS and FOURTEEN CENTS (\$6,937.14) of said principal sum and monthly payments of principal and interest to remain unpaid, and the same is now due, together with a commission of ten per cent, as authorized in the said Bond.

WHEREFORE, the Plaintiff, RIDGWAY FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation, appears and suggests judgment on the above mentioned Bond, in the sum of SEVEN THOUSAND, SIX HUNDRED AND THIRTY DOLLARS and EIGHTY-FIVE CENTS (\$7,630.85), which amount covers the aforesaid balance due on the debt, and ten per cent thereof as commission for collection as authorized in the Bond, with interest on said balance of SIX THOUSAND, NINE HUNDRED THIRTY-SEVEN DOLLARS and FOURTEEN CENTS (\$6,937.14) at the rate of six per cent per annum, from the first day of November, 1961.



Attorney for Plaintiff

Dated At:

Ridgway, Pennsylvania

October 30, 1961.

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence and address of the
RIDGWAY FEDERAL SAVINGS AND LOAN ASSOCIATION, the Plaintiff
within named, is Room 9, Masonic Temple, Ridgway, Elk County,
Pennsylvania.

Edward V Cherry
John H. Cartwright
Attorney for Plaintiff

CERTIFICATE OF RESIDENCE

I hereby certify that the last known address of the within
named Defendants, is as follows:-

ROBERT H. SHEAR, 2032 Second Street, Winter Haven, Florida.
BERNICE E. SHEAR, 318 S. Main Street, DuBois, Pa.

Edward V Cherry
John H. Cartwright
Attorney for Defendants.

DATED AT:

Ridgway, Pa.

October 30, 1961

By virtue of the Power of Attorney set forth in the copy of Bond hereto attached, I do hereby appear for the said Defendants, and confess judgment in favor of the Plaintiff and against the Defendants in the sum of SEVEN THOUSAND, SIX HUNDRED AND THIRTY DOLLARS and EIGHTY-FIVE CENTS (\$7,630.85), with costs of suit, release of errors, with waiver of inquisition and condemnation of any property that may be levied upon by virtue of any execution, and with waiver of the right of exemption as fully as the said Power of Attorney authorizes; being the balance due on the amount for which the said mortgage bond was given, with ten per cent added for collection fees according to the tenor thereof. And I further direct the Prothonotary to enter upon the Fi. Fa. said voluntary waivers and condemnations.

Dated:

October 30, 1961

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

In entering the foregoing Judgment you are directed to enter the same against ROBERT H. SHEAR and BERNICE E. SHEAR, husband and wife, for the full amount to-wit:- SEVEN THOUSAND, SIX HUNDRED AND THIRTY DOLLARS and EIGHTY-FIVE CENTS (\$7,630.85), marking the penal sum FIFTEEN THOUSAND, FORTY DOLLARS (\$15,040.00), and noting the balance due thereon with commissions to be SEVEN THOUSAND, SIX HUNDRED AND THIRTY DOLLARS (\$7,630.85), plus interest at 6% on SIX THOUSAND, NINE HUNDRED THIRTY-SEVEN DOLLARS and FOURTEEN CENTS (\$6,937.14)., from November 1, 1961.

Attorney for Plaintiff.

RIDGWAY FEDERAL SAVINGS AND
LOAN ASSOCIATION, a Corporation

: In the Court of Common Pleas
: of Clearfield County, Pa.

vs.

ROBERT H. SHEAR and BERNICE E.
SHEAR, husband and wife.

: No. _____ Term, 1961

AFFIDAVIT OF OWNERSHIP

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ELK : SS.

WALTER S. SYKES, being duly sworn according to law,
deposes and says that he is the Secretary of Ridgway Federal Savings
and Loan Association, the Corporation above named, and that he is duly
and last known address and
authorized to make this affidavit; that the name/and residence of the
real owners of the property against whom this proceeding is brought
are:

ROBERT H. SHEAR, 2032 Second Street, Winter Haven, Florida.
BERNICE E. SHEAR, 318 S. Main Street, DuBois, Pa.

which was conveyed by Angelo J. Indre, et ux. to ROBERT H. SHEAR
and BERNICE E. SHEAR, husband and wife, by deed dated December 11,
1956, recorded in Clearfield County, Pennsylvania, on January 14, 1957
in Deed Book Vol. 455 at Page 582.

And further deponent saith not.

Walter S. Sykes

Secretary of Ridgway Federal Savings
and Loan Association.

Sworn to and subscribed before me

this 30th. day of October, A. D. 1961

Caroline Weissenfluh

CAROLINE WEISSENFLUH, Notary Public
Suite 9, Masonic Temple Building
Ridgway, Elk County, Pennsylvania
My Commission Expires September 17, 1963

RIDGWAY FEDERAL SAVINGS AND
LOAN ASSOCIATION, a
Corporation,

vs.

ROBERT H. SHEAR and BERNICE E.
SHEAR, husband and wife.

: In the Court of Common Pleas
: of Clearfield County, Pa.

: No. _____, _____ Term, 1961

COMMONWEALTH OF PENNSYLVANIA : SS.
COUNTY OF ELK :

WALTER S. SYKES, being duly sworn according to law, deposes
and says that he is the Secretary of RIDGWAY FEDERAL SAVINGS AND
LOAN ASSOCIATION, the Plaintiff above named, and that the facts set
forth in the foregoing STATEMENT AND CONFESSION ON MORTGAGE
BOND is true and correct.

Walter S. Sykes
WALTER S. SYKES

Sworn to and subscribed before
me this 30th. day of October, A. D.

1961

Caroline Weissenfluh

CAROLINE WEISSENFLUH, Notary Public
Suite 9, Masonic Temple Building
Ridgway, Elk County, Pennsylvania
My Commission Expires September 17, 1963

RIDGWAY FEDERAL SAVINGS : In the Court of Common
AND LOAN ASSOCIATION, a : Pleas of Clearfield County,
Corporation, : Pa.
: :
: :
: :
: :
VS. :
: :
: :
ROBERT H. SHEAR and :
BERNICE E. SHEAR, husband :
and wife. : No. ____, ____Term, 1961

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ELK :

WALTER S. SYKES being duly sworn according to law deposes
and says that according to the best of his knowledge and belief neither of
the within named Defendants, ROBERT H. SHEAR and / or BERNICE
E. SHEAR are members of the armed forces of the United States of
America.

Walter S. Sykes
WALTER S. SYKES

Sworn to and subscribed to before
me this 31st. day of October, A. D.
1961

Caroline Weissenfluh
CAROLINE WEISSENFLUH, Notary Public
Suite 9, Masonic Temple Building
Ridgway, Elk County, Pennsylvania
My Commission Expires September 17, 1963

The Condition of This Bond is Such that if the above bounden Obligor s , ~~their~~----- heirs, executors, administrators or assigns shall well and truly pay or cause to be paid to the said Oblige, its successors or assigns, the sum of - **SEVEN THOUSAND, FIVE HUNDRED TWENTY DOLLARS (\$ 7,520.00)** and all additional moneys advanced by the Oblige as herein or otherwise legally provided, lawful moneys aforesaid, with interest at the rate of ~~eight~~----- per centum (⁶ %) per annum (such interest to be computed at the rate of ² of 1% on the unpaid balance of the loan at the beginning of each month and charged against the loan before application of the payment for the month), in monthly payments of not less than

FIFTY-THREE and 88/100-----DOLLARS (\$ 53 and 88 cents) beginning on the **first** day of **February----**, 19 **57**, and monthly thereafter until the loan, additional advances, interest and other charges herein covenanted to be paid are paid in full, and shall also pay or cause to be paid unto Oblige, in addition to, and concurrently with such monthly installments of principal and interest, a further sum equal to the total of one-twelfth of the annual taxes, and other annual charges and assessments, if any, now assessed, or from time to time to be assessed by any municipal or other public authority, against the premises described in the Mortgage securing this Obligation, one-twelfth of any annual tax hereafter levied by any duly constituted authority upon Oblige on account or measured by the amount of, this Obligation or the Mortgage securing this Obligation, or Oblige's revenue hereon or thereon, and one-twelfth of the annual cost of such insurance against fire and other hazard upon, against or to said mortgaged premises as to Mortgagee shall seem necessary, all insurance to be procured through insurance companies approved by the Mortgagee. Anything herein provided to the contrary notwithstanding, it is expressly understood and agreed that the Obligation of this Bond shall cover, as well, any future advances that may be made by Oblige to Obligor, at any time or times hereafter, provided that at no time may the total balance due by Obligor to Oblige hereunder, whether the same represents, in whole or in part, the initial advance or any future advance or advances, exceed the sum of \$ **7,520.00**.

Provided Further, and it is expressly understood and agreed, that the monthly payments made by Obligor shall be applied first to interest on the unpaid balance of the principal sum and the remainder thereof shall be credited on account of said sum, and (except when taxes are paid to the Oblige in monthly installments) shall also well and truly pay all taxes (which said term "taxes" shall wherever used in this Bond be taken and held to include all taxes, water rents and all other municipal or other governmental assessments and charges) which now are and also all those which may hereafter be assessed, levied or charged against the premises granted in the Mortgage accompanying this Bond as the same are or fall due, and shall on or before the **first** day of **January** of each and every year produce and deliver to the Oblige receipts for all such "taxes" for the current year assessed upon the mortgaged premises, and shall also keep and maintain at all times, in such company or companies as the Oblige shall approve, a policy or policies of insurance against loss or damage by fire, or other risk as required by the Oblige, in an amount not less than **-SEVENTY-FIVE HUNDRED AND TWENTY DOLLARS (\$7,520.00)** upon the buildings and improvements upon the said premises, and all policies whatsoever covering the said improvements, whether in excess of the required amount or not, shall be duly assigned as collateral security to the Oblige, and to be by said Oblige retained, and shall also pay promptly the cost and premium on said policy or policies of insurance, and shall also keep and maintain the buildings now on the mortgaged premises and any buildings erected thereon while this obligation shall be in force, in good and sufficient repair, and shall also forthwith repay unto the Oblige any sum or sums of money paid by the Oblige for or on account of any "taxes" and premiums of insurance which the Obligor has not paid and maintained as above required (which although not so bound the Oblige may pay and maintain without impairing any other of the rights hereunder, and at the option of the Oblige all such payments or advances made by the Oblige may be added to the unpaid balance of the loan).

Without any fraud or further delay, then this Bond shall be void.

Provided, however, and it is hereby expressly agreed that if at any time default be made in payment of said monthly installments, and the total arrearages are equivalent to two (2) contracted monthly installment payments; or default be made in the payment of the monthly installment for taxes or in the payment of "taxes" when due, or the prompt and punctual maintenance of said insurance assigned as aforesaid when due, or the payment of the cost and premium thereof when due, whether purchased by the Obligor or Oblige, or of any sum or sums paid by the Oblige for or on account of any taxes or premiums or either (which payments have not at the option of the Oblige been added to the unpaid balance of the loan), or maintenance of said buildings in good and sufficient repair after notice from the Oblige, or in the event the building or buildings shall be changed or altered, or if the title to the mortgaged premises be transferred to anyone other than the survivor of the Obligor, without the prior written consent of the Oblige, or in case of any default under the terms hereof or the accompanying Mortgage, whereby the security of the Oblige is or shall be impaired, and such default in any of these respects exists for a period of thirty (30) days; then and in such case the unpaid balance of the loan, including additional advances and unpaid

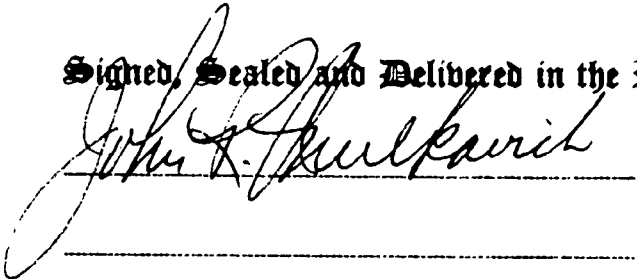
interest shall, at the option of the Oblige, become due and payable immediately, and payment of said unpaid balance of the loan, additional advances and all interest thereon and other payments herein agreed to be made by the Obligor may be enforced and recovered at once, anything herein contained to the contrary notwithstanding; and a writ or writs of Fieri Facias or other lawful writ may be issued upon the judgment obtained upon this obligation by virtue of the warrant of attorney herein contained, or a complaint in an action of mortgage foreclosure may be filed upon the accompanying Mortgage and prosecuted to judgment and execution and sale to recover the unpaid balance of the loan, all additional advances made by the Oblige as herein or otherwise legally provided, all interest thereon remaining unpaid, together with all fees, costs and expenses of collecting the same, including an attorney's commission of 10 per centum, anything herein contained to the contrary notwithstanding; and as a concurrent and cumulative remedy or option thereon for the benefit of the Oblige, its successors or assigns, the said Obligor s do hereby authorize and empower any attorney of any Court of Record to appear for them in any court of competent jurisdiction, to confess judgment against them in favor of the Oblige, its successors or assigns, in an amicable action of ejectment for possession of the property secured by the Mortgage accompanying this Bond, and described as follows, viz.:

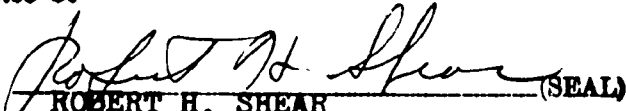

All that certain lot, piece or parcel of land situate in the City of DuBois, County of Clearfield and State of Pennsylvania, as was conveyed by Angelo J. Indre, et ux., to ROBERT H. SHEAR and BERNICE E. SHEAR, husband and wife, by deed dated December 11, 1956, the description for which is more fully set forth in the Mortgage accompanying this Bond, to which Deed and Mortgage reference is hereby made for a more full and accurate description of the same.-----

It is further expressly understood and agreed that, if any sum or sums of money shall become payable under any policies of insurance insuring the mortgaged premises, or by virtue of any condemnation or taking of the mortgaged premises for public use, the Oblige shall have the option to receive and apply the same on account of this Obligation, or permit the Obligor to receive and use it, or any part thereof, for the purpose of repairing the mortgaged premises, or for any other purpose, without thereby waiving or impairing this Obligation, or the lien of the Mortgage securing it. The Obligor hereby expressly assigns and transfers unto the Oblige all sums of money payable under such insurance claims or condemnation proceedings, and does hereby irrevocably nominate, constitute and appoint the Oblige to act for the Obligor as a true and lawful attorney for the collection thereof.

It is further expressly understood and agreed that the remedies of this Obligation and the accompanying Mortgage 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 Oblige, and may be exercised as often as occasion therefor shall occur.

Signed, Sealed and Delivered in the Presence of




ROBERT H. SHEAR (SEAL)

BERNICE E. SHEAR (SEAL)

----- (SEAL)

----- (SEAL)

Bond

From

ROBERT H. SHEAR, et ux.

To

RIDGWAY FEDERAL SAVINGS
AND LOAN ASSOCIATION
ROOM 9, MASONIC TEMPLE BUILDING
RIDGWAY, PENNSYLVANIA

DATE January 8, 1957.

\$ 15,040.00.

Certified to be a true
and correct copy of
the original bond
Jm T. Lagerty
Prothonotary

In the Court of Common Pleas of Clearfield County, Pa. No. <u>406</u> , <u>Sept.</u> Term, 1961	RIDGWAY FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation,	vs.	ROBERT H. SHEAR and BERNICE E. SHEAR, husband and wife.	STATEMENT AND CONFESSION ON MORTGAGE BOND.	<div>5/2/34</div> <div>FILED 9:35 AM NOV-2 1961 WM. T. HAGERTY PROTHONOTARY 450 Atty. Gen.</div> <div>LAW OFFICES JOHN H. CARTWRIGHT RIDGWAY, PA.</div>
---	--	-----	---	---	---