

DOCKET NO. 173

Number	Term	Year
--------	------	------

<u>407</u>	<u>February</u>	<u>1961</u>
------------	-----------------	-------------

Rilla C. Pollock

Versus

James R. Breon

Mary E. Breon

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

By virtue of this writ, on the 17th day of April, 1961. I caused the within named Rilla C. Pollock, to have possession of the premises within described.

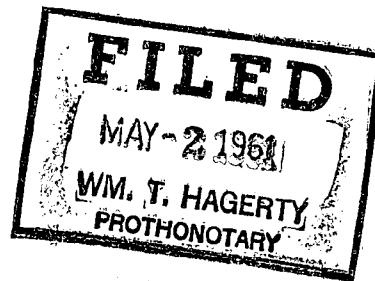
Costs Sheriff Ammerman \$8.50
(Paid by Attys A.B.)

So Answers,

Charles G. Ammerman
Charles G. Ammerman
Sheriff.

Sworn to before me this 17th
day of April 1961. A.D.

Wm. T. Hagerty
Prothonotary



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

Now, April 17, 1961 at 11:15 O'Clock A.M. served the within Writ of Possession on James R. Breon and Mary E Breon at place of residence, Dixon Ave, DuBois, Pa. by notifying Mary E Breon an adult member of the family, being the wife of James R Breon and made known to her the contents thereof.

Now, April 17, 1961 at 11:30 O'Clock A.M. notified Mr & Mrs. Robert Shaffer, by talking to Mrs Robert Shaffer, Tennants at 503½ Knarr St Du Bois, Pa., that Possession of the within described property has been delivered to the plaintiff. The Plaintiff being Rilla C. Pollock.

So Answers,
Charles G. Ammerman
Sheriff.

Sworn to before me this 17th
day of April 1961. A.D.

Wm. H. Higerty
Prothonotary.

Writ of Possession

Rilla C. Pollock

vs.

James R. Breon and
Mary E. Breon

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

NO. 28 February

Term, 19 61

WRIT OF POSSESSION

Commonwealth of Pennsylvania }
County of Clearfield } SS:

To the Sheriff of Clearfield County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Rilla C. Pollock

BEGINNING at a post at the intersection of alleys; thence along line of said alleys, Forty (40) feet more or less to a post at line of Lot No. 62 of same plot; thence by line of said lot No. 62, Seventy-five (75) feet to a post; thence by line of land which was formerly a part Forty-five (45) More or less to a post at a sixteen (16) foot alley; thence Easterly along the line of said alley Seventy-five (75) feet to a post and place of beginning. And being the eastern one-half part of Lot No. 61 as per H.S.Knarr's First Addition to the City of BuBois. (Specifically describe property)

(2) To satisfy the costs against James R. Breon and Mary E. Breon

you are directed to levy upon the following property James R. Breon and Mary E. Breon

of

and sell his interest therein.

John T. Naganty
Prothonotary



Deputy

Date April 3, 1961

Proth'y. No. 62

No. 407 February Term, 19 61
No. 28 February Term, 19 61
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Rilla C. Pollock

DuBois, Pa.

vs.

James R. Breon and

Mary E. Breon

DuBois, Pa.

WRIT OF EXECUTION

EXECUTION DEBT	\$233.95
Interest from 9/1/58	35.68
Prothonotary - - -	6.00
Use Attorney - -	7.00
WRIT OF POSSESSION	
Use Plaintiff - -	
Attorney's Comm. -	10%
Satisfaction - - -	
Sheriff - - - -	

RECEIVED WRIT THIS 3 day
of Feb A. D., 19 61,
at 3:30 P.M.
John L. Zimmerman
Sheriff

Attorney(s) for Plaintiff(s)
14/300

Ammerman & Blakley
Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RILLA C. POLLOCK

vs

JAMES R. BREON and
MARY E. BREON

No. 407, First Term, 1961

IN EJECTMENT

*** ***

*

AMICABLE ACTION AND CONFESSION OF JUDGMENT ON
POWER OF ATTORNEY IN EJECTMENT ON AGREEMENT
OF SALE OF REAL ESTATE

WHEREAS, under date of July 19, 1948, the above named Plaintiff, Rilla C. Pollock, together with her husband Robert J. Pollock who is now deceased, entered into Articles of Agreement with the above named Defendants as purchasers, whereby possession was delivered to the said Defendants of ALL that certain piece or parcel of land in the Fourth Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at the intersection of alleys; thence along line of said alleys, Forty (40) feet more or less to a post at line of Lot No. 62 of same plot; thence by line of said lot No. 62, Seventy-five (75) feet to a post; thence by line of land which was formerly a part Forty-five (45) more or less to a post at a sixteen (16) foot alley; thence Easterly along the line of said alley Seventy-five (75) feet to a post and place of beginning. And being the eastern one-half part of Lot No. 61 as per H. S. Knarr's First Addition to the City of DuBois.

Said Agreement, copy of which is hereto attached, and marked "Exhibit A", provided for the sale of said real estate to the Defendants herein, for the sum of Two Thousand Four Hundred (\$2,400.00) Dollars, Four Hundred (\$400.00) Dollars to be paid at the time of signing, and the balance thereof payable at the rate of Twenty (\$20.00) Dollars per month, beginning the first day

of July, 1948, payable every three months, etc. as set forth in Articles of Agreement hereto attached. The installments payable on the purchase price were to bear interest at Six (6%) per cent per annum on the unpaid balance.

WHEREAS, the above mentioned Defendants entered into possession of the premises under and pursuant to said Articles of Agreement; and

WHEREAS, on March 2, 1961, notwithstanding the terms, covenants and conditions of said Articles of Agreement, the above Defendants had defaulted on payment of principal and interest, and at said time there was the sum of Two Hundred Thirty-Three and 95/100 (\$233.95) Dollars due on the principal balance, all of which was in default, together with interest from September 1, 1958 in the amount of Thirty-Five & 68/100 (\$35.68) Dollars, which was in default.

WHEREAS, said Articles of Agreement provides that should the Defendants fail to perform any covenant or condition of the agreement, and should said default continue for a period of thirty (30) days, then the Plaintiff seller may proceed forthwith to declare the agreement forfeited and null and void; and

WHEREAS, on March 2, 1961, the Defendants were notified of their default in payments by the real estate agent for the Plaintiff, Albert L. Good, copy of which is hereto attached and marked "Exhibit B"; and

WHEREAS, thirty (30) days from said notice has elapsed and said default has not been remedied; and

WHEREAS, said agreement provides as follows: "the said parties of the first part may, at their option, proceed by action of ejectment on this agreement for the balance of said

purchase money after default made as aforesaid, and in such case said parties of the second part authorizes and empowers any attorney of any court of record in the State of Pennsylvania or elsewhere to appear for said parties of the second part and confess judgment in an action of ejectment against the said parties of the second part and in favor of the said parties of the first part for the premises described herein, and authorizes the immediate issuing of a writ of Habere Facias Possessionem with clause of Fi. Fa. for the costs, without asking leave of court with costs of suit and 10% per cent. attorney's commission or fees, the said parties of the second part waiving the benefit of exemption laws upon any Fi. Fa. issued for costs hereunder."

NOW THEREFORE, the Prothonotary of the Court of Common Pleas of Clearfield County, in accordance with the authority contained in said Articles of Agreement, is hereby requested to enter judgment in ejectment in favor of the Plaintiff and against the Defendants for the aforesaid described premises.

AND NOW, the 3rd day of April, 1961, it is agreed that an Action in Ejectment be entered by the Prothonotary of the Court of Common Pleas of Clearfield County, as if a summons in ejectment or complaint had been issued by Rilla E. Pollock, Plaintiff, and against James R. Breon and Mary E. Breon, as defendants for all thatscertain piece or parcel of land in the Fourth Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

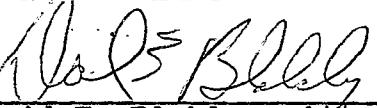
BEGINNING at a post at the intersection of alleys; thence along line of said alleys, Forty (40) feet more or less to a post at line of Lot No. 62 of same plot; thence by line of said lot No. 62, Seventy-five (75) feet to a post; thence by line of land which was formerly a part Forty-five (45) more or less to a post at a sixteen (16) foot alley; thence Easterly along the line of said

alley Seventy-Five (75) feet to a post and place of beginning. And being the eastern one-half part of Lot No. 61 as per H. S. Knarr's First Addition to the City of DuBois,

David E. Blakley, Esquire, and attorney of the Court of Common Pleas of Clearfield County, hereby appears as attorney for James R. Breon and Mary E. Breon, the Defendants above named and signs this agreement under and by virtue of, and in accordance with the authority contained in said agreement, and confesses judgment in favor of the Plaintiff against the Defendants without stay of execution and with a release of all errors for the aforesaid demised premises, and hereby authorizes the Prothonotary to enter his appearance for said Defendants.

AMMERMAN & BLAKLEY

BY


David E. Blakley, Attorney
for Defendants

*Act of Possession
#28 Feb 2 1961*

STATE OF FLORIDA :
: SS
COUNTY OF INDIAN RIVER

RILLA C. POLLOCK, being duly sworn, says that she is the Plaintiff above named and is familiar with the facts set forth in the foregoing amicable action and confession of judgment in ejectment, and that the same are true and correct; and that the copy of the agreement attached hereto is a true and correct copy of the original thereof.

Rilla C. Pollock,
Rilla C. Pollock

Sworn to and subscribed

before me this 29 day of March, 1961.

Deborah Jr.
Notary Public, State of Florida at Large
My Commission Expires Mar. 24, 1964
Bonded By American Fire & Casualty Co.

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

DAVID E. BLAKLEY, ESQ., being duly sworn, says that he is the attorney for the Defendants herein, and that to the best of his knowledge, information and belief the foregoing facts are true and correct; and that the copy of the agreement attached hereto and the copy of the notice dated March 2, 1961 marked "Exhibit B" attached hereto is a true and correct copy of the original letter.

David E. Blakley
David E. Blakley
Attorney for Defendants

Sworn to and subscribed
before me this 3/ day
of March, 1961.

Mrs. Della W. Egan

MRS. DELLA W. EGAN, Notary Public
DU BOIS, CLEARFIELD CO., PA.
My Commission expires Sept. 30, 1962

Article of Agreement,

"EXHIBIT A"

Made this 19th, day of July one thousand

nine hundred and forty-eight Between RILIA C. POLLOCK
and ROBERT J. POLLOCK, her husband, of the City of DuBois, Clear-
field County, Pennsylvania (hereinafter known as parties of the
First Part).

AND

JAMES R. BRETON and RILLIE R. BRETON, his wife, tenants
by entiraties of the C. J. BRETON (hereinafter known as the
Second Party).

part 1st of the second part, witnesseth, said part 1st of the first part, in consider-
ation of the covenants and agreements hereinafter contained on the part of the
said part 1st of the second part to be kept and performed, have agreed and do
agree to sell and convey unto the said parties of the second part,
heirs or assigns, all the land and premises hereinafter mentioned and fully de-
scribed, for the sum of Two thousand dollars (\$2,400.00)

DOLLARS,

in lawful money of the United States of America to be paid with interest at six
per cent. per annum on all deferred payments, said principal sum and interest

to be payable in manner as follows:

\$200.00 paid down receipt of which is hereby acknowledged and \$200.00
to be paid on the signing of this agreement and the balance of
\$2000.00 to be payable at the rate of \$20.00 per month beginning
the 1st day of July, 1948, for the first three months for nine months
on the 1st day of October, 1948; 1st day of January, 1949; and the
1st day of April, 1949, together with interest thereon at 6% per
annum, of the unpaid balance, and thereafter at the rate of \$20.00
per month the first day of each month, beginning the 1st day of
May, 1949, and monthly thereafter with interest at 6% per annum on
the unpaid balance, until the full debt and interest is paid.

As soon as the Second Party has paid the sum of \$1,000.00 on
account of the above agreement, together with interest to date,
First Party agrees to give the Second Party a deed for the premises
and accept a mortgage for the unpaid balance on the said promises.

and, upon the payment of the said sum, together with interest at six per cent.
per annum on all deferred payments, and provided all insurance premiums and
taxes due hereunder have been fully paid by the said part 1st of the second part,
said parties of the first will at their own proper cost and charge, make,
execute and deliver to said part 1st of the second part, their heirs or as-
signs a good and sufficient deed for the proper conveying and assuring of said
premises by covenants of warranty, free from all incumbrances
And the said parties of the second part agrees with the said parties of the first
part, to purchase the said premises and pay therefor the sum of Two thousand
four hundred (\$2,400.00) DOLLARS

in the manner and at the times hereinbefore provided. Said parties of the second
part shall have possession of the said premises on the first
day of July nineteen hundred and forty-Eight, until which time the parties of the first part to have and receive the rents, issues
and profits thereof.

The part 1st of the second part further agree and bind themselves, their heirs or assigns to pay all of the taxes assessed against the premises hereinafter described during the life of this agreement, beginning with all of the taxes assessed for the year and also agree to keep the building thereon erected insured in some good, reliable, incorporated stock insurance company or companies to the amount of at least Two thousand four hundred (\$2,400.00)

DOLLARS, and the policy or policies shall be or assigned to and held by the said part 1st of the first part as collateral security for the payment of the money due hereunder during the life of this agreement; and in case the said part 1st of the second part shall neglect to procure such insurance the said 1st party may take out and policy or policies in their own name and the premium or premiums paid therefor shall bear interest from the time of payment and to be added to, and collected as part of the amount due hereunder and in the same manner, anything to the contrary herein notwithstanding.

The said premises are described as follows: All that certain messuage or piece of land situate in the Fourth Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at a post at the intersection of alleys; thence along line of said alleys, Forty (40) feet more or less to a post at line of Lot No. 62 of same plot; thence by line of said lot No. 62, Seventy-five (75) feet to a post; thence by line of land which was formerly a part Forty-five (45) more or less to a post at a sixteen (16) foot alley; thence Easterly along the line of said alley Seventy-five (75) feet to a post and place of beginning.

AND BEING the same land which became vested in Roland R. Bechtel and Rilla C. Bechtel, his wife, by deed dated June 2, 1915, recorded at Clearfield, Pa., in Deed Book, Vol. 213, page 189. And the said Roland R. Bechtel died leaving the above named Rilla C. Bechtel to survive him, and the said Rilla C. Bechtel intermarried with Robert J. Pollock, one of the Grantors herein. *✓*

AND BEING the same land which became vested in Roland R. Bechtel and Rilla C. Bechtel, his wife, by deed dated June 2, 1915, recorded at Clearfield, Pa., in Deed Book, Vol. 213, page 189. And the said Roland R. Bechtel died leaving the above named Rilla C. Bechtel to survive him, and the said Rilla C. Bechtel intermarried with Robert J. Pollock, one of the Grantors herein. *✓*

1998 162

6. 1948

The prompt performance and time are of the nature and essence of this contract, and each of its conditions, and therefore if default of payment is made of any of said installments of said principal sum, and interest due hereunder or if default be made in the payment of taxes or insurance premium or premiums for a period of days after it or they become due, or if said part of the second part shall fail to perform any of the agreements on part herein contained, the balance of the principal sum and all accrued interest on deferred payments then remaining unpaid, immediately become due and payable and all rights of said part of the second part under this agreement and all second part right, title, interest and claim in and to said described premises shall at the option of the part of the first part become void and of no effect, and the part of the second part hereby covenants and agrees thereupon to cancel and surrender to the part of the first part the duplicate agreement held by said part of the second part in the premises and the said part of the first part shall be released from all obligations hereunder and all moneys theretofore paid thereon shall be held as liquidated damages by the part of the first part, and the said part of the first part shall have the free and full right to re-enter upon said premises and retake possession of the same by or agent using as much force as may be necessary so to do without thereby becoming trespassers or liable in damages to the said part of the second part heirs or assigns, upon the failure to make said payments on the premises herein described or upon breach of any of the covenants of this agreement by part of the second part, said first part may at option proceed to recover all purchase money remaining unpaid which shall immediately fall due, anything hereinbefore to the contrary thereof notwithstanding, and in such case of default said part of the second part hereby authorizes and empowers any attorney of any court of record of the state of Pennsylvania or elsewhere to appear for the said part of the second part and confess judgment for the whole principal sum and interest remaining unpaid thereon with per cent. attorney's commission or fees, hereby waiving the right of exemption, inquisition and condemnation, or the said part of the first part may at option proceed by action of ejectment on this agreement for the balance of said purchase money after default made as aforesaid, and in such case said part of the second part authorizes and empowers any attorney of any court of record in the State of Pennsylvania or elsewhere to appear for said part of the second part and confess judgment in an action of ejectment against the said part of the second part and in favor of the said part of the first part for the premises described herein, and authorizes the immediate issuing of a writ of *Habere Facias Possessionem* with clause of *Fit. Fa.* for the costs, without asking leave of court with costs of suit and per cent. attorney's commission or fees, the said part of the second part waiving the benefit of exemption laws upon any *Fit. Fa.* issued for costs hereunder. And it is understood and agreed that no modification of this agreement nor waiver of any term or condition thereof shall be of any force or effect, unless the same is in writing signed by all of the parties hereto and all contracts and agreements heretofore made by the parties hereto or their agents are merged into and superseded by this agreement and that no waiver of the breach of any such term or condition shall be evidence or construed as a waiver of any other or subsequent breach of the same or any other term or condition.

In Witness Whereof, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of



STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

On this 31st day of July, A. D., 1948, before me a Notary Public, came the above named ROBERT J. POLLOCK and RILLA C. POLLOCK, his wife and JAMES R. BREON and MARY E. BREON, his wife, and acknowledged the foregoing indenture to be their act and deed and desired the same to be recorded as such.

IN WITNESS WHEREOF I have hereunto set my hand and
official seal, the day and year aforesaid.

BEETHOVEN

RECTOR J. POLLACK and
RETTA C. POLLACK, his wife
AND
JAMES R. BREON and MARY

is wife.

"EXHIBIT B"

March 2, 1961

James R. & Mary Breon
216 Dixon Avenue
DuBois, Penna.

RE: Article of Agreement
Rilla C. Pollock and
James R. & Mary Breon,
Dated: July 19, 1948

Dear Mr. and Mrs. Breon:

In accordance with the terms of the above captioned agreement, we wish to advise that due to your default of payment of this agreement, the balance of the principal together with the back interest shall now become due and payable in full.

Therefore, please be advised that the principal balance of \$233.95 and interest from September 1, 1958 to March 15, 1961 of \$35.68 must be paid in full on or before March 15, 1961. From this amount the \$35.00 paid by Robert Shaffer on February 28, 1961, as rent, may be deducted.

If the above amount is not paid in full by March 15, 1961, then in accordance with the Article of Agreement, Rilla C. Pollock will take possession of the property and the Agreement made void.

Very truly yours,

Albert L. Good, Realtor

ALG:mb

No. 407, 1st Term, 1961

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

IN EJECTMENT

RILLA C. POLLOCK

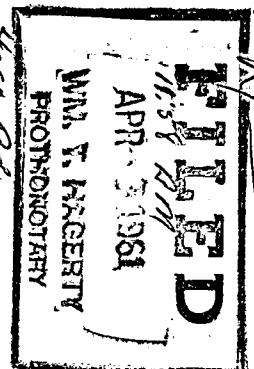
VS

JAMES R. BREON and
MARY E. BREON

AMICABLE ACTION AND CONFESS
ION OF JUDGMENT ON POWER OF
ATTORNEY IN EJECTMENT ON
AGREEMENT OF SALE OF REAL
ESTATE

233.95
35.68
#269.63

W.M. GAGERTY
PROTHONOTARY



LAW OFFICES
AMMERMAN & BLAKLEY
DUBOIS, PENNA.