

DOCKET NO. 174

Number Term Year

436 May 1961

Clearfield Trust Co.

Versus

Orvis J. Ross

Beryl E. Ross

Carl D. Hipps

Olive V. Hipps

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD TRUST COMPANY :
VS. :
ORVIS J. ROSS, BERYL E. ROSS, :
CARL D. HIPPS and OLIVE V. :
HIPPS :
: No. 436 May Term, 1961

SUBORDINATION OF JUDGMENT

WHEREAS, the Clearfield Trust Company has a judgment in the Court of Common Pleas of Clearfield County, Pennsylvania, against Orvis J. Ross, Beryl E. Ross, Carl D. Hipps and Olive V. Hipps, to No. 436 May Term, 1961, for the sum of \$5,000.00 and costs, which judgment now remains a lien on all the real estate of the said Orvis J. Ross, Beryl E. Ross, Carl D. Hipps and Olive V. Hipps within the County of Clearfield, Pennsylvania; and

WHEREAS, the said Carl D. Hipps and Olive V. Hipps, his wife, have executed a Bond and Mortgage in favor of the Security Building and Loan Association of Clearfield, Pennsylvania, in the sum of \$4,100.00, which is the principal amount of said Bond and Mortgage, said Bond and Mortgage being dated the 23rd day of June, 1965. The said Mortgage herein mentioned was recorded on the 23rd day of June, 1965; and

WHEREAS, the said Carl D. Hipps and Olive V. Hipps, his wife, have requested that the lien of the Clearfield Trust Company under their judgment be subordinated to the lien of the Mortgage of the Security Building and Loan Association of Clearfield, Pennsylvania, hereinbefore mentioned, and that the lien of the said judgment shall be a subordinate and secondary lien against the property of Carl D. Hipps and Olive V. Hipps described in the aforesaid Mortgage, and the lien of the Mortgage to the Security Building and Loan Association of Clearfield, Pennsylvania, shall be the first lien against the said premises.

NOW, KNOW YE, that the said Clearfield Trust Company, favoring the request of the said Carl D. Hipps and Olive V. Hipps, and in consideration of

the sum of \$1.00 lawful money of the United States at the execution hereof by the said Carl D. Hipps and Olive V. Hipps well and truly paid, the receipt whereof is hereby acknowledged, has subordinated and does hereby subordinate the lien of the within judgment of the Clearfield Trust Company in favor of the lien of the Mortgage of the said Carl D. Hipps and Olive V. Hipps to the said Security Building and Loan Association of Clearfield, Pennsylvania, and that the lien of the said judgment of the Clearfield Trust Company against the property of the said Carl D. Hipps and Olive V. Hipps shall be a subsequent lien and following in priority the lien of the Mortgage hereinbefore mentioned, provided, however, that nothing herein contained shall be construed so as to impair the operation of the judgment of the Clearfield Trust Company as a second lien against the real estate before described of Carl D. Hipps and Olive V. Hipps, but the said judgment shall continue as a lien against the said real estate described subsequent to and following in priority the lien of the Mortgage to the Security Building and Loan Association of Clearfield, Pennsylvania, and shall retain its priority against all other real estate of the said Carl D. Hipps and Olive V. Hipps.

IN WITNESS WHEREOF, the said Clearfield Trust Company has caused this instrument to be duly executed by its President and attested and a corporate seal affixed hereto by its Secretary on this 23rd day of June, 1965.

ATTEST:

William R. Bertram

Secretary

CLEARFIELD TRUST COMPANY
By

John H. Baxley
John H. Baxley
President

Leave over margin

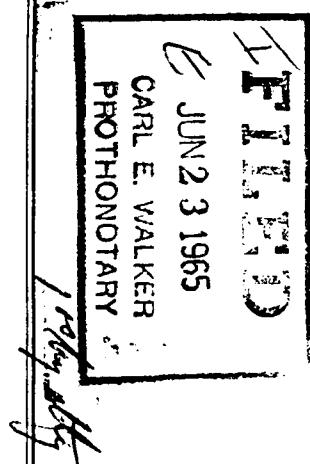
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA,
No. 436 May Term, 1961

CLEARFIELD TRUST COMPANY

VS.

✓
ORVIS J. ROSS, BERYL E. ROSS,
✓
CARL D. HIPPS and OLIVE V.
HIPPS
✓

SUBORDINATION OF JUDGMENT



BELL, SILBERBLATT & SWOOPER
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD TRUST COMPANY :
VS. : No. 436 May Term, 1961
ORVIS J. ROSS, BERYL E. ROSS, :
CARL D. HIPPS and OLIVE V. :
HIPPS :

SUBORDINATION OF JUDGMENT

WHEREAS, the CLEARFIELD TRUST COMPANY has a judgment in the Court of Common Pleas of Clearfield County, Pennsylvania, against Orvis J. Ross, Beryl E. Ross, Carl D. Hipps and Olive V. Hipps, to No. 436 May Term, 1961, for the sum of Five Thousand Dollars (\$5,000.00) and costs, which judgment now remains a lien on all the real estate of the said Orvis J. Ross, Beryl E. Ross, Carl D. Hipps and Olive V. Hipps, within the County of Clearfield, Pennsylvania.

WHEREAS, the said Carl D. Hipps and Olive V. Hipps, his wife, have executed a Bond and Mortgage in favor of the Security Building and Loan Association of Clearfield, Pennsylvania, in the sum of Three Thousand Dollars (\$3,000.00), which is the principal amount of said Bond and Mortgage, said Bond and Mortgage being dated the 26th day of December, 1962, recorded the 26th day of December, 1962, and mortgages the following described real estate:

ALL that certain lot or piece of ground situate on Reed Street in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Reed Street at the corner of the line of lot of John Marino (formerly Mrs. James Stewart); thence East along Reed Street twenty-two (22) feet to a post on the line of lot of Fred G. Guarino; thence South, at right angles to Reed Street and along the line of lot of Fred G. Guarino, one hundred and sixteen (116) feet to a post on a private alley running from Third Street to the property of John Marino; thence along the line of said private alley, parallel with Reed Street, a distance of twenty-two (22) feet to the line of the lot of John Marino; thence North along the line of the same one hundred and sixteen (116) feet to a post and place of beginning. Being 22 feet front on Reed Street and extending back 116 feet to a private alley; being known as No. 221 Reed Street and having erected thereon a combination store and dwelling.

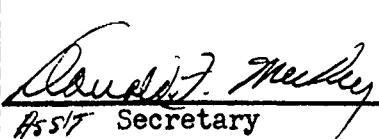
WHEREAS, the said Carl D. Hipps and Olive V. Hipps, his wife, have requested that the lien of the Clearfield Trust Company under their judgment be subordinated to the lien of the Mortgage of the Security Building and Loan Association of Clearfield, Pennsylvania, hereinbefore mentioned, and that the lien of the said judgment shall be a subordinate and secondary lien against the property of Carl D. Hipps and Olive V. Hipps, his wife, described in the aforesaid Mortgage, and the lien of the Mortgage to the Security Building and Loan Association of Clearfield, Pennsylvania, shall be the first lien against the said premises.

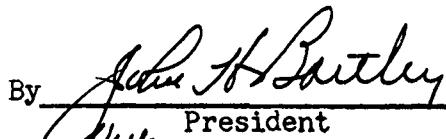
NOW, KNOW YE, that the said Clearfield Trust Company, favoring the request of the said Carl D. Hipps and Olive V. Hipps, his wife, and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States, at the execution hereof, by the said Carl D. Hipps and Olive V. Hipps well and truly paid, the receipt whereof is hereby acknowledged, has subordinated and does hereby subordinate the lien of the within judgment of the Clearfield Trust Company in favor of the lien of the Mortgage of the said Carl D. Hipps and Olive V. Hipps to the said Security Building and Loan Association of Clearfield, Pennsylvania, and that the lien of the said judgment of the Clearfield Trust Company against the property of the said Carl D. Hipps and Olive V. Hipps shall be a subsequent lien and following in priority the lien of the Mortgage hereinbefore mentioned, provided, however, that nothing herein contained shall be construed so as to impair the operation of the judgment of the Clearfield Trust Company as a second lien against the real estate hereinbefore described of Carl D. Hipps and Olive V. Hipps, but the said judgment shall continue as a lien against the said real estate described subsequent to and following in priority the lien of the Mortgage to the Security Building and Loan Association of Clearfield, Pennsylvania, and shall retain its priority against all other real estate of the said Carl D. Hipps and Olive V. Hipps, his wife.

IN WITNESS WHEREOF, the said Clearfield Trust Company has caused this instrument to be duly executed by its President and attested and a corporate seal affixed hereto by its Secretary on this 26th day of December, 1962.

ATTEST:

CLEARFIELD TRUST COMPANY


Donald J. Murphy
HSS/T Secretary

By 
John H. Bartley
President

607

—Lap over margin—

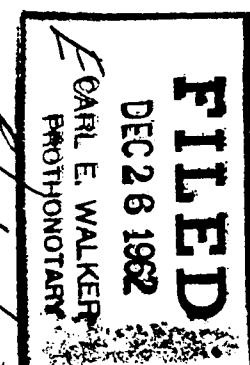
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA,
No. 436 May Term, 1961

CLEARFIELD TRUST COMPANY

VS.

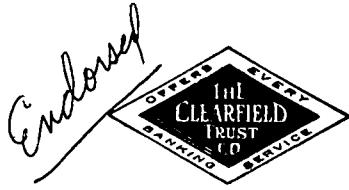
ORVIS J. ROSS, BERYL E.
ROSS, CARL D. HIPPS and
OLIVE V. HIPPS

SUBORDINATION OF JUDGMENT



K. J. Walker atty

BELL, SILBERBLATT & SWOOP
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.



CLEARFIELD, PA.,

July 1 1961

No. _____

ON

July 3

1961

DUE _____

Carl D. Hipps & Olive V. Hipps OR *Their* ASSIGNS AT

THE CLEARFIELD TRUST CO., OF CLEARFIELD, PA.,

\$5000 00

Five Thousand and 00/100 DOLLARS

with interest for value received and without defalcation or stay of execution. I do hereby authorize any Attorney to appear for me and confess judgment for the above sum, with interest, and with ten per cent. Attorney's commission and costs of suit, a release of errors, and waiver of all rights to inquisition and appeal, and to the benefit of all laws exempting real estate or personal property from levy and sale.

FACE	
INT.	
PRO.	

WITNESS:

R. D. I

OJR *1-1-61* *5000* (SEAL)

Rockton, Pa.

BER *Beryle E. Rose* (SEAL)

2M 3-16-59

For value received I or we assign the within note to

and guarantee the payment of same. And further I do hereby empower any attorney of any Court of Record to confess judgment against me jointly and severally for the sum named in this note, with interest, together with ten per cent. Attorney's Commission, hereby waiving injunction and the benefits of all exemption laws.

C BH 

or H. 

Olive M. Higgs 


STATEMENT OF JUDGMENT

Docket No. 174

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Clearfield Trust Company *11/1/61* No. 436 TERM May 1961

Penal Debt	\$
Real Debt	\$ <u>5000.00</u>
Atty's Com.	<u>10%</u> \$
Int. from	<u>July 1, 1961</u>
Entry & Tax	By Plff. \$ <u>4.00</u>
Att'y Docket	\$ <u>3.00</u>
Satisfaction Fee	1.00
Assignment Fee	1.00
Instrument	<u>D. S. B.</u>
Date of Same	<u>July 1 1961</u>
Date Due	<u>July 3 1961</u>
Expires	<u>July 5 1966</u>

Entered of Record 5th day of July 1961 10:15 AM EST
Certified from Record 5th day of July 1961

Wm. J. Dugerty

Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on April 18, 1966, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

*Chasefield Trust Co
Plaintiff
Astbury W. Feeney
Hns*

.....
Witness

SIGN THIS BLANK FOR ASSIGNMENT

Now, 19....., for value received hereby assign, transfer and set over to Address Assignee of above Judgment, Debt, Interest and Costs without recourse.

*Chasefield Trust Co
Plaintiff
Astbury W. Feeney
Hns*

.....
Witness

.....

CLEARFIELD TRUST COMPANY

.....

.....

vs.

.....

Orvis J. Ross

Beryl E. Ross

Carl D. Hipps

Olive V. Hipps

.....

State of Pennsylvania,

County of Clearfield

ss. }
.....

In the Court of Common Pleas
Clearfield County, May Term, 1961
No. 436 D. S. B.

D. S. 3

D. S. P.

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 1st day of July A. D. 19 61 , whereby the Defendant doth promise to pay to the said Plaintiff Clearfield Trust Company the sum of Five Thousand (\$5,000.00) ----- Dollars, for value received, with interest from July 1, 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 them and in favor of said Plaintiff for the said sum of Five Thousand (\$5,000.00) ----- Dollars with interest from July 1, 1961 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon:

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 \$ 5,000.00
Interest from July 1, 1961

Interest from July 1, 1961

Atty. Comm..... 10%

Attorney for Plaintiff

State of Pennsylvania, {
County of Clearfield. { ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed,.....
Orvis J. Ross, Beryl E. Ross, Carl D. Hipps
and Olive V. Hipps.....the Defendant in the
stated action without writ, as of May.....Term, 19 61 , and therein confess judg-
ment against them and in favor of the Clearfield Trust
Company the Plaintiff , for sum of Five Thousand (\$5,000.00)
----- Dollars, with interest from July 1, 1961
.....costs of suit and release of all errors in the entering of said
judgment, and issuing of any process thereon.....

Joseph B. Harlan
Attorney for Defendant

To Wm. T. Hagerty Esq.,

Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor
is 11 N. 2nd St., Clearfield, Pennsylvania and of the defendants
R. D. 1, Rockton, Pennsylvania

Joseph D. Clark
Attorneys for Plaintiff

Court of Common Pleas
of Clearfield County
May Term 19 61

No. 436

CLEARFIELD TRUST COMPANY

vs. 76

ORVIS J. ROSS
BERYL E. ROSS
CARVED V. HIBBS

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$5000.00

Interest, - -

Afty's Com. -

Filed

S/Re 12/

