

DOCKET NO. 175

Number	Term	Year
436	November	1961

---

COMMONWEALTH OF PENNA:  
DEPT. OF PUBLIC ASSISTANCE

---

---

Versus

---

James Schmoke,

---

---

Margaret Schmoke

---

Court of Common Pleas

of Clearfield County

November Term, 19 61

No. 436

---

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF PUBLIC WELFARE

vs  
James & Margaret Schmoke

---

ORDER TO SATISFY JUDGMENT

---

**FILED**

JUN 8 1978

RAY WITHEROW  
PROTHONOTARY.

*a/ h/ 3.30  
next*

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF PUBLIC WELFARE

**SAN**

Court of Common Pleas

vs

of Clearfield County

*5/* James & Margaret Schmoke

November Term, 1961

No. 436

Attorney Number 08771

ORDER TO ENTER SATISFACTION OF JUDGMENT

To the Prothonotary, C.C.P.

Enter satisfaction of judgment in the above-captioned case

upon payment of the prothonotary's costs and State tax only.

*Paul J. Carey, Jr.*  
Assistant Attorney General

Date

*MAY 30 1961*

Record No. 28328 CU

Name James L. Schmoke

Address Karthaus, Pa.

## REIMBURSEMENT AGREEMENT

We, James Schmoke & Margaret Schmoke  
I, Charles County, Pennsylvania, acknowledge that my real and personal property is liable for the repayment of public assistance (except Blind Pension) granted or to be granted to or for me and/or to or for my spouse and minor children. It is understood that this liability does not apply to assistance received before my acquisition of such property, nor to assistance for which service is rendered in the Relief Work Program of the Department of Public Welfare. The purpose of this agreement is to give the Department of Public Welfare a lien on any real property owned wholly or in part by me while assistance was received as above.

In order to carry out the purpose of this agreement, I authorize the Prothonotary, or any Attorney, of any Court of Record of Pennsylvania, or elsewhere, to appear and to enter judgment against me for the sum of Two Thousand Dollars (\$2,000.00), plus costs. This judgment shall be a lien upon my real property, and be collected as other judgments, except as to the real and personal property comprising my home and furnishings, which home shall be subject to the lien of such judgment, but shall not be subject to execution on such judgment during my lifetime, or the lifetime of my spouse or dependent children. It is further agreed that in the event the sum of Two Thousand Dollars (\$2,000.00) exceeds the amount required for repayment of assistance as set forth above, my real property shall not be liable for any greater payment than the amount of assistance received, plus costs.

It is agreed that at any time after assistance has ceased, the Department of Public Welfare will, at my written request, furnish me with a stipulation to be filed with the Prothonotary of the court having record of this judgment, setting forth the exact amount of assistance received for which my real property is liable, if such amount is less than the sum of Two Thousand Dollars (\$2,000.00).

Signed, sealed and delivered  
in the presence of

Cora V. Ardary James Schmoke (SEAL)

Dated December 13, 1961

Cora V. Ardary Margaret Schmoke (SEAL)

Dated December 13, 1961

In the Court of Common Pleas of  
Clearfield County  
No. 436 Term November Year 1961

Commonwealth of Pennsylvania  
Department of Public Assistance  
Harrisburg, Pennsylvania

vs.

James Schmoke  
and  
Margaret Schmoke  
  
Karthaus  
Pennsylvania

---

REIMBURSEMENT AGREEMENT

---

I hereby certify that the above address  
of Plaintiff, and name (s) and address(es)  
of Defendant(s) is/are correct:

*R. J. Hips*

R. J. Hips, Executive Director  
Clearfield County Board of Assistance  
214 West Fourth Avenue, Clearfield, Pa.

