

DOCKET NO. 173

Number	Term	Year
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<u>439</u>	<u>February</u>	<u>1961</u>
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Clearfield Trust Company

Versus

Thor Construction Co.

Jack E. Peterson



CLEARFIELD, PA., Feb. 17, 1961 500.00 No. 200654

DUE Mar. 20

ON Mar. 20 1961 I OR WE PROMISE TO PAY
Jack E. Peterson OR HIS ASSIGNS AT

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

\$ 200.00

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.

WITNESS:

Bob Chapman, Jr.

FACE	<input type="text"/>
INT.	<input type="text"/>
PRO.	<input type="text"/>

(SEAL)

Jack E. Peterson The Construction

1M 1-17-61

Clearfield Trust Company } In the Court of Common Pleas
vs. } of Clearfield County, Pa.
Thor Construction Co. } of February Term, 19 61
Jack E. Peterson } No. 439
B. 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, here-to annexed, under the hand and seal of the Defendant, bearing date the 17 day of February A. D. 19 61, whereby the Defendant promise to pay to the said Plaintiff Clearfield Trust Company, the sum of Nine Thousand (\$9,000.00) Dollars, for value received, with interest from February 20 19 61 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Record 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 Nine Thousand (\$9,000.00) Dollars Dollars with interest from February

20 19 61 as aforesaid, Attorney's Commission 10%, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon; and a 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 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 \$ 9,000.00

Interest from February 20 19 61

Attorney's Commission \$ 10% and costs.

Joseph Colavolini
Attorney for Plaintiff

State of Pennsylvania } ss.
County of Clearfield }

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, I hereby appear for Thor Construction Company the Defendant in the stated action without writ, as of Term, 19 61, and therein confess judgment against them and in favor of the Clearfield Trust Company the Plaintiff, for the sum of Nine Thousand (\$9,000.00) Dollars, with interest from February 20, 1961, Attorney's Commission 10%, costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon and a 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.

Joseph Colavolini
Attorney for Defendant

To William T. Hagerty Esq.,
Prothonotary of the Court of
Common Pleas of Clearfield County

RELEASE OF LIEN OF JUDGMENT

WHEREAS, THE CLEARFIELD TRUST COMPANY, a banking institution with principal office and place of business in the Borough of Clearfield, Clearfield County, Pennsylvania, holds a judgment lien against THOR CONSTRUCTION COMPANY, INC., as filed to No. 439 February Term, 1961, in the amount of \$9,000.00.

NOW KNOW YE, the said The Clearfield Trust Company, at the request of the said Thor Construction Company, Inc., and in consideration of the sum of One Dollar lawful money of the United States well and truly paid, the receipt of which is hereby acknowledged, has exonerated and discharged, and does hereby exonerate and discharge the premises hereinafter described from the lien and obligation of the aforesaid judgment, and of and from all suits, actions, executions, costs and demands whatsoever for and on account of or by reason of said judgment; provided, however, that nothing herein contained shall be construed so as to impair the operation of said judgment against the said Thor Construction Company, Inc., its successors and assigns, other than against the part thereof hereinafter expressly mentioned and described. The real estate hereby released from the lien of said judgment is described as follows:

All those certain lots or parcels of ground situate in the Borough of Curwenville, Clearfield County, Pennsylvania, bounded and described as follows:

THE SECOND THEREOF: Bounded on the south by Meadow Street, on the east by an alley, on the west by Filbert Street, and on the north by lot formerly of C.S. Russel, M. C. Porter and E.C. Blandy, Trustees (now described as the second hereof) and the Edwards Motor Transit Company, being a lot sixty (60) feet in width by one hundred ninety (190) feet in depth. Having thereon erected a two-story brick and office building.

THE THIRD THEREOF: Beginning at a post on the eastern side of Filbert Street sixty (60) feet north from the line of Meadow Street and at the corner of the lot first herein described; thence by said lot first described one hundred thirty (130) feet to a post and the line of the lot now or formerly of E.R. and J.W. Edwards; thence by the line of the Edwards lot in a northerly direction fifteen (15) feet to a post and the line of a lot now or formerly of Harry W. Riddle; thence by

said Riddle lot in a westerly direction one hundred thirty (130) feet to the line of Filbert Street; thence by the line of Filbert Street in a southerly direction fifteen (15) feet to the place of beginning.

ALSO, all those two certain lots or parcels of ground situate in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Being the southwest corner of Beech Street and Hill Street, each of said lots fronting 60 feet on Hill Street and extending in depth one hundred eighty (180) feet to an alley, and being bounded and described as follows: On the north by Hill Street, on the west by Lot identified as Lot No. 223 in the Hugh Irvin plan or plot of lots, said Lot No. 223 being the lot conveyed to S. Sass by deed recorded in Deed Book 285, page 262; on the south by an alley and on the east by Beech Street.

WHEREAS, the said Thor Construction Company, Inc. acquired title to the above described premises by deed of Howard J. Thompson et ux, dated April 15, 1960, and recorded in Deed Book 482, Page 203.

IN WITNESS WHEREOF, the said THE CLEARFIELD TRUST COMPANY
has caused these presents to be duly executed by its proper officers, and its corporate seal,
duly attested, to be hereunto affixed, the day of August, 1962.

ATTEST:

William L. Bertram
Secretary

THE CLEARFIELD TRUST COMPANY
BY A. W. Lee III
President

STATE OF PENNSYLVANIA

55

COUNTY OF CLEARFIELD

On this, the 14 day of August, 1962, before me, the undersigned officer, personally appeared A.W. LEE, III, who acknowledged himself to be the President of THE CLEARFIELD TRUST COMPANY, a corporation, and as such, being duly authorized to do so, executed the foregoing Release of Lien for the purposes therein contained by signing the name of the corporation by himself as President.

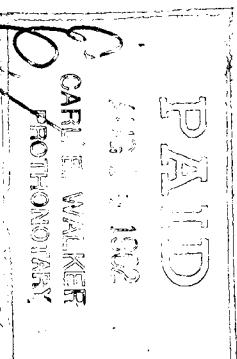
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC
Clearfield, Clearfield County, Pa.
My Commission Expires Jan. 6, 1966

459 Sub 64

THE CLEARFIELD TRUST COMPANY
AND
THOR CONSTRUCTION COMPANY,
INC.

RELEASE OF LIEN OF JUDGMENT



Recd. 7/1/74

SMITH, SMITH & WORK
ATTORNEYS-AT-LAW
CLEARFIELD, PA.