

DOCKET NO. 175

Number Term Year

459 November 1961

Community Loan & Discount Company

Versus

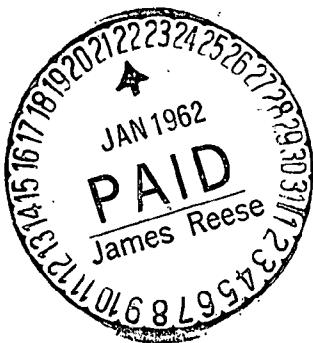
Freeman Rafferty

Geraldine Rafferty



TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Community Loan & Discount Company Clearfield, Pa.		No. 459	November Term, 1961	
		✓ No. 26	November Term, 1961	
vs				
Freeman Rafferty and Geraldine Rafferty				
			COSTS:	
Sheriffs Costs				
RDR	3.75		Execution Debt	\$ 244.74
Service	3.75		Int to 1/13/62	71.69
Levy	3.75		Int fr 1/13/62	1.22
Crying Sale	2.00		Attorney	14.50
Mileage	2.40			
Com	4.89		Sheriffs Costs	<u>20.54</u>
Total	20.54			
			Total	\$ 352.69



JAMES B. REESE

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.

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

town of Grampian, I talked to Geraldine Rafferty personally about the two school buses.

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

Freeman Rafferty and Geraldine Rafferty

James Bees

Sheriff

Sheriff's Office, Clearfield, Pa., Jan 11 1962

Writ of Execution - Money Judgments.

Community Loan & Discount Company

vs.

Freeman Rafferty and
Geraldine Rafferty

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

NO. 459 November

Term, 1961

WRIT OF EXECUTION

Commonwealth of Pennsylvania

SS:

County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Freeman Rafferty and Geraldine Rafferty, defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein;

(2) ~~You are also directed to attach the following property of the defendant not levied upon in the possession of _____, as garnishee,~~

~~1958 GMC - 60 Passenger bus, Serial No. S3778T1223;~~

~~1959 GMC - 60 Passenger bus, Serial No. S3778S1214E~~

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$ 244.74

Interest ~~from~~ to 1-13-62 \$ 71.69

Costs (to be added) Attorneys \$ 14.50

Interest from January 13, 1962

Carl E. Walker
Prothonotary



By

Deputy

Date January 11, 1962

Proth'y. No. 64

Personal Property Sale

RECEIVED WRIT THIS //th day

of January A. D., 1962,

at 9:50 M.

No. 459 November Term, 1961
No. 26 November Term, 1961
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Community Loan & Discount Company

vs.

Clearfield, Pa.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	\$214.74
Int. to 1/13/62	71.69
Interest from 1/13/62	

Prothonotary - - -

Use Attorney - - 14.50

Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - - -

\$ 20.00

Now January 25 1962 By Direction of Smith, Smith & Work, by William U. Smith
Attorney for Plaintiff I return this writ and mark same satisfied.

So Answers
James B. Reese

All Costs Paid.

Smith, Smith & Work
Attorney(s) for Plaintiff(s)

Smith, Smith & Work
Attorney for Plaintiff(s)

Praecipe for Writ of Execution - Money Judgments.

COMMUNITY LOAN AND DISCOUNT
COMPANY

VS

FREEMAN RAFFERTY and
GERALDINE RAFFERTY

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

NO. 459 November

Term, 19 61

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

- (1). directed to the Sheriff of Clearfield County;
- (2). against the following property 1958 GMC - 60 passenger bus, Serial No. S3778S1214E
S3778T1223; 1959 GMC - 60 passenger bus, Serial No. / of defendant(s) and
- (3). against the following property in the hands of named x garnishee
- (4). and index this writ
 - (a) against Freeman Rafferty and Geraldine Rafferty
defendant(s) and
 - (b) against as garnishee,
as a lis pendens against each property of the defendant(s) in the name of garnishee as follows

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due	\$ <u>244.74</u>
Interest xxxx to 1-13-62	\$ <u>71.69</u>
Costs (to be added)	\$ <u> </u>

SMITH, SMITH & WORK

BY

William H. Smith

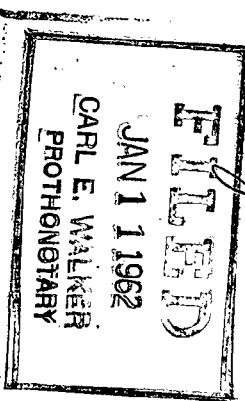
Attorney for Plaintiff(s)

No. 26 *Not* Term, 1961

vs.

Praecipe for Writ of Execution

Issued
Pg 188



COMMUNITY LOAN AND DISCOUNT
COMPANY
vs.
FREEMAN S. RAFFERTY and
FERALDINE RAFFERTY
State of Pennsylvania,
County of Clearfield

In the Court of Common Pleas
of Clearfield County,
of November Term, 19 61

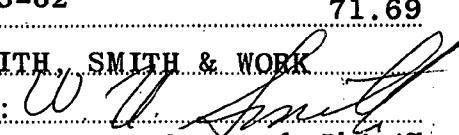
No. 459
D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand s and seal s of the Defendant s , bearing date the 29th day of January A. D. 19 60 , whereby the Defendants doth promise to pay to the said Plaintiff the sum of Two Hundred Fifty (\$250.00) Dollars, for value received, with interest from Jan. 29, 1960 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 s , and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of Two Hundred Fifty (\$250.00) Dollars with interest from January 29, 1960 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: together with all waivers as contained in said note,

part of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant s to the said Plaintiff , to wit: The sum of \$ 244.74

Interest to 1-13-62 71.69

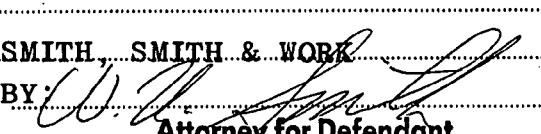
SMITH, SMITH & WORK

BY: 
Attorney for Plaintiff

State of Pennsylvania,
County of Clearfield

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, Attorneys, appear for the Defendant s in the stated action without writ, as of November Term, 19 61 , and therein confess judgment against them and in favor of Community Loan and Discount Company, the Plaintiff , for sum of Two Hundred Forty-four & 74/100 (\$244.74) Dollars, with interest from January 13, 1962 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon

SMITH, SMITH & WORK

BY: 
Attorney for Defendant

To Carl Walker, Esq.,
Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor
is..... 101 N. Third Street, Clearfield, Penna.
BY: *W. E. Smith*
SMITH, SMITH & WORK
Attorneys for Plaintiff

Court of Common Pleas
of..... Clearfield..... County
..... November..... Term 19 61
No. 459

..... COMMUNITY LOAN AND
DISCOUNT COMPANY

34..... vs.
FREEMAN RAFFERTY and
GERALDINE RAFFERTY

D. S. B.

Note of Warrant of Attorney

Debt, - - - \$244.74
Interest, - - - 71.69

Atty's Com. 316-43
Filed 1/27/62

FILED	
JAN 1 1962	
Atty's Com.	Prothonotary
CARL E. WALKER Attorney for Plaintiff	
PROTHONOTARY	

459 Atty

Community Loan and Discount Company
OF CLEARFIELD, PENNA.

Loan No. 7437

S. 250.00

Clearfield, Pa., June 22, 1960

and severally promise to pay to the order of the Community Loan and Discount Company of Clearfield, Pennsylvania, or order, or assigns, the aforesaid sum of Two Thousand and Sixty Eighty Two Dollars

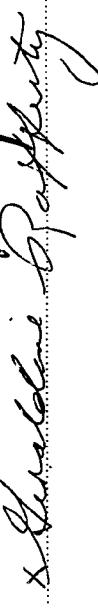
with interest at the rate of Three (3) per centum per month on that part of the unpaid principal balance not in excess of One Hundred Fifty (\$150.00) Dollars; two (2) per centum per month on that part of the unpaid principal balance in excess of One Hundred Fifty (\$150.00) Dollars but not in excess of Three Hundred (\$300.00) Dollars; and one (1) per centum per month on any remainder of such unpaid principal balance, for actual time used under the provisions of the Act of 1915, P. L. 1012 and amended by Act No. 40 of the 1953 Session, payable at the office of the Community Loan and Discount Company of Clearfield, Pennsylvania, in the Borough of Clearfield without defalcation, or set off, for value received. On any unpaid balance after 24 months from date hereof, interest shall be payable at the rate of 6% per annum.

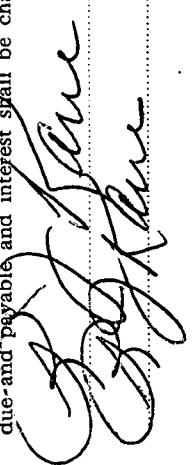
Payment of principal and interest shall be made in 24 successive monthly installments of \$17.44, beginning on the 5th day of March, 1960, and continuing on the same day of each succeeding month to and including the due date of the final installment which shall be the 27th day of December, 1962; provided that the final installment shall in any case be equal to the unpaid principal balance and accrued interest thereon. Payment in advance may be made in any amount. All payments hereon shall be applied first to interest to date of payment and remainder to principal.

And further we do hereby authorize any Attorney of any Court of Record of Pennsylvania, or elsewhere, or the Prothonotary thereof, to appear for us and with or without declaration filed, to confess judgment against us at any time for the above sum with costs of suit, release of errors, without stay of execution and for value received do also waive the right and benefit of any law of this or any other State exempting property, real or personal, from sale, and if levy be made on land do also waive the right of inquisition and consent to the condemnation thereof with full liberty to sell the same on f. fa. with release of errors thereon and upon the failure or insolvency of the maker agree that this note shall forthwith become due and payable.

And the further condition of this obligation is such that if at any time default shall be made in any installment of the principal or the interest as aforesaid for the space of two days after any payment thereon shall fall due, then the whole principal sum shall become due and payable at the option of the said Company. If this obligation becomes in default, then the whole amount remaining due shall become due and payable and interest shall be charged thereon at the above specified rate.


Herman S. Pfeiffer
Witness


Geraldine Pfeiffer
Witness


John J. Hause
Witness

For a valuable consideration the undersigned hereby guarantee the payment of the within note to the lawful holder thereof according to the term and tenure thereof, waiving pre-entment, demand for payment, protest, and notice of protest, and hereby consent that the holder of the within note may accept partial payment or payments thereon and grant extension or extensions of time to the maker without notice to and without releasing the undersigned from liability hereunder.

And the undersigned further authorize and empower any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the within sum, with or without declaration, with interest as above, provided, with cost of suit, release of errors, without stay of execution, the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note and consent to the condemnation thereof with full liberty to sell the same on a f. fa., with release of errors thereon and waiving all relief from any and all appraisalment, stay of execution, and exemption laws now in force or hereafter to be passed.

.....
Witness (SEAL)

.....
Witness (SEAL)

.....
Witness (SEAL)