

DOCKET NO. 175

Number	Term	Year
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459	November	1961
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Community Loan & Discount Company

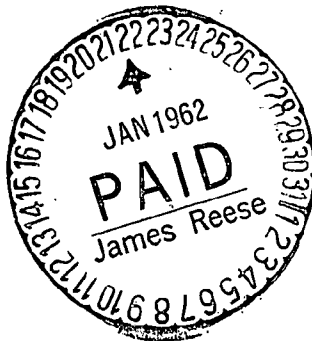
Versus

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				
Sheriffs Costs				
RDR	3.75			
Service	3.75			
Levy	3.75			
Crying Sale	2.00			
Mileage	2.40			
Com	<u>4.89</u>			
Total	20.54			
		COSTS:		
		Execution Debt		\$ 244.74
		Int to 1/13/62		71.69
		Int fr 1/13/62		1.22
		Attorney		14.50
		Sheriffs Costs		<u>20.54</u>
		Total		\$ 352.69



James Reese
JAMES B. REESE

SHERIFF

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.

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 Grantman, 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 Reese

Sheriff

Sheriff's Office, Clearfield, Pa.,

Jan 11 19*62*

f E i

vs.

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

Term, 1961

 \sim

SS:

100

plaintiff, _____, defendant(s);

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

1959 GMC - 60 Passenger bus, Serial No. S3778S1214E

and to notify the garnishee that

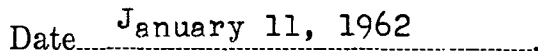
- (a) an attachment has been issued;
- (b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(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.

Interest from January 13, 1962

Carl E Hacker

By



Proth'y. No. 64

Personal Property Sale

No. 459 November Term, 1961
No. 26 November Term, 1961

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

Community Loan & Discount Company

Clearfield, Pa.

VS.

Freeman Rafferty and

Geraldine Rafferty

RECEIVED WRIT THIS 11th day
of January A. D., 1962,
at 9:50 M.

Sheriff

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	\$244.74	
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 Return this writ and mark the same satisfied
W. D. Smith
Attorney for Plaintiff

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.
All Costs Paid.

So Answers

James B. Reese
James B. Reese

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

Smith, Smith & Work
Attorney for Plaintiff(s)

Praeipie 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)~~ ~~xxxxxx~~
- (4). and index this writ

(a) against Freeman Rafferty and Geraldine Rafferty

defendant(s) and

(b) ~~against~~ ~~xxxxxx~~, as ~~garnishee~~ ~~xxxxxx~~

~~as a lis pendens against real property of the defendant(s) in 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)

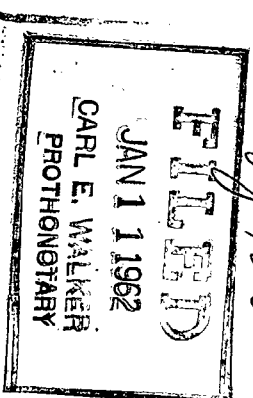
No. 26 filed Term, 1961

VS.

Praecipe for Writ of Execution

based

pg 188



COMMUNITY LOAN AND DISCOUNT

COMPANY

vs.

FREEMAN S. RAFFERTY and

BERALDINE RAFFERTY

State of Pennsylvania,

County of Clearfield

ss.

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 from to 1-13-62 71.69

SMITH, SMITH & WORK

BY: *W. H. Smith*
Attorney for Plaintiff

State of Pennsylvania,

County of Clearfield

ss.

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: *W. H. Smith*
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.

SMITH, SMITH & WORK

BY:

Attorneys for Plaintiff

Court of Common Pleas
of Clearfield County

November Term 19 61

No. 1157

COMMUNITY LOAN AND

DISCOUNT COMPANY

34 vs.

FREEMAN RAFFERTY and

vs. GERALDINE RAFFERTY

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$ 244.74

Interest, - - - 71.69

Atty's Com. 316.43

Filed

FILED

JAN 11 1962

CAHL E. WALKER

Prothonotary
Attorney for Plaintiff

450 Alley

Loan No. 7437

Community Loan and Discount Company
OF CLEARFIELD, PENNA.

S. 250.00

Clearfield, Pa.

1960

jointly

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 Hundred Fifty 00/100 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 \$ 14.43, 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 29th day of January, 1963; 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 fi. 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.

Edgar Kane Witness

Witness

(Seal)

Edgar Kane Witness

Witness

(Seal)

Therman S. Rafferty

Witness

(Seal)

For a valuable consideration the undersigned hereby guarantee the payment of the within note to the lawful holder thereof according to the term and tenor thereof, waiving presentment, demand for payment, 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 defalcation, 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 B. Fa., with release of errors thereon and waiving all relief from any and all appraisement, stay of execution, and exemption laws now in force or hereafter to be passed.

..... Witness (SEAL)

..... Witness (SEAL)

..... Witness (SEAL)