

DOCKET NO. 175

Number	Term	Year
469	November	1961

Clearfield Trust Company

Versus

Douglas C. Widenor



CLEARFIELD, PA., August 4 1961

No. 202260

Due 6th

I or we promise to pay to the order of the CLEARFIELD TRUST COMPANY or its assigns

\$ 994.20

Face	7.97	994.20
Ins.		
Disc.	130.23	138.20
Net		856.00

at the CLEARFIELD TRUST COMPANY, Clearfield, Pennsylvania, \$ 994.20
Nine hundred ninety four and 20/100 DOLLARS

³⁰ in monthly payments of \$ 33.14 each commencing on September 6 1961 and continuing on the same day of each and every month thereafter until the full amount hereof is paid.

In the event of default in any payment on the due date thereof the holder may at its election declare the full amount of this note then remaining unpaid immediately due and payable.

I do hereby authorize any attorney to appear for me and confess judgment against me for the entire unpaid balance of the note at the time of or at any time after any default, with interest after maturity and with ten percent attorney's commission and costs of suit. I do hereby expressly release all errors and waive all rights to inquisition and appeal and the benefit of all law excepting real estate or personal property from levy and sale.

Witness:

R D 1 County Allegheny

Donald C. Williams (SEAL)

Donald C. Williams (SEAL)

In consideration of the loan granted upon the within note at my request, I hereby unconditionally guarantee to the Clearfield Trust Company or its assigns the payment of the within note, in accordance with its terms, or any extension thereof, which extension may be granted without notice to me. I do hereby waive presentment, demand or protest and notice of non-payment.

I do hereby authorize any attorney to appear for me at the time of, or at any time after any default in any payment, in accordance with the terms of the note, and to confess judgment against me for the entire unpaid balance of the note at that time, with interest after maturity, with ten percent attorney's commission and costs of suit. I do hereby expressly release all errors and waive all rights to inquisition and appeal and the benefit of all laws exempting real estate or personal property from levy and sale.

.....(SEAL)

.....(SEAL)

.....(SEAL)

Clearfield Trust Company

vs.

DOUGLAS C. WIDENOR

In the Court of Common Pleas
of Clearfield County, Pa.

of NOVEMBER Term, 1961

No. 469

D. S. B.

State of Pennsylvania,
County of Clearfield

ss.

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 Fourth day of August A. D. 1961, whereby the Defendant promise to pay to the said Plaintiff Clearfield Trust Company, the sum of Nine Hundred Ninety Four and 20/100 Dollars, for value received, with interest from February 6 1964 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 him and in favor of said Plaintiff for the said sum of Seven Hundred Sixty Five and 90/100 Dollars with interest from January 6, 1962 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 \$ 765.90

Interest from January 6 1962

Attorney's Commission \$ 75.69 and costs.

Merle W. Davis
William J. Davis
Attorney for Plaintiff

765.90
75.69
841.59

State of Pennsylvania
County of Clearfield

ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, I hereby appear for DOUGLAS C. WIDENOR the Defendant in the stated action without writ, as of 469 November Term, 1961, and therein confess judgment against him and in favor of the Clearfield Trust Company the Plaintiff, for the sum of Seven Hundred Sixty Five and 90/100 Dollars, with interest from January 6 1962, 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.

Merle W. Davis
William J. Davis
Attorney for Defendant

To CARL E. WALKER Esq.,

Prothonotary of the Court of
Common Pleas of Clearfield County

**Court of Common Pleas
of Clearfield County, Pa.**

No. 469 NOV. Term 1961

Clearfield Trust Company

vs.

23
DOUGLAS C. WIDENOR

D. S. B.

Note and Warrant of Attorney

5/12/281
FILED
JAN 12 1962
CARL E. WALKER
PROTHONOTARY



I hereby certify that the precise residence address of the Clearfield Trust Company, the Plaintiff in the within judgment is No. 11 North Second Street, in the Borough of Clearfield, Penna.

Attorney for Plaintiff

Praeipie for Writ of Execution - Money Judgments.

CLEARFIELD TRUST COMPANY

VS.

DOUGLAS C. WIDENOR

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

NO. 469 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 1956 Safari Pontiac Station Wagon (2 door)

Serial No. P7561453411 and personal property located at residence, Clearfield, R.D. #1, Pennsylvania of defendant(s) and

~~(3) against the following property in the hands of (name) garnishee~~

(4). and index this writ

(a) against DOUGLAS C. WIDENOR

defendant(s) and

~~(b) against , as garnishee~~

~~as a dispendens 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		\$ 765.90
Interest from	Attorney's Commission.	\$ 75.69
	January 6, 1962.	\$
Costs (to be added)		\$

William T. Davis
Attorney for Plaintiff(s)

No. 469 Nov. Term, 19 61
No. 27 Nov Term, 19 61

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

CLEARFIELD TRUST COMPANY

vs.

DOUGLAS C. WIDENOR

Praecipe for Writ of Execution

By 189
Sealed
FILED
JAN 12 1962
CARL E. WALKER
PROTHONOTARY

RECEIVED WRIT THIS _____ day
of _____ A. D., 19 _____,
at _____ M.

Sheriff

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT			
Interest from	- - -		
Prothonotary	- - -		
Use Attorney	- - -		
Use Plaintiff	- - -		
Attorney's Comm.	- - -		
Satisfaction	- - -		
Sheriff	- - -		

Attorney for Plaintiff(s)

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

1956 Safari Pontiac Station Wagon (2 door) Serial No P7561453411 and
personal property located at residence, Clearfield R.D.#1, Pennsylvania.

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

Douglas C. Widenor

James Reese

Sheriff

Sheriff's Office, Clearfield, Pa. Jan. 12 1962

REAL ESTATE SALE

SCHEDULE OF DISTRIBUTION

NOW, _____, by virtue of the writ hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this county, and by hand bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield, on the _____ day of Jan. 15 1962, I exposed the within described real estate of _____ to public vendue or outcry at which _____ time and place I sold the same to _____ he being the highest and best bidder, for the sum of \$ _____, and made the following appropriations, viz:

Two piece living room suite
1 Philco television set
1 Stereophonic
1 Melbitt gas stove
1 Philco refrigerator
1 breakfast set
1 baby crib
1 chest of drawers
1 dressing table
2 odd chairs in bed room
1 Complete bedroom set
1 Childs single bed
1 Chest of drawers
1 roll away bed
1 E. E. Automatic washer
1 table and chairs

Distribution will be made in accordance with the above schedule unless exceptions are filed with this office within ten (10) days from this date.

James Reese Sheriff

Writ of Execution - Money Judgments.

Clearfield Trust Company

vs.

Douglas C. Widenor

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

NO. 469 November

Term, 19 61

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Douglas C. Widenor

_____, 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~~

1956 Safari Pontiac Station Wagon (2 Door) Serial No. P7561453411 and

personal property located at residence, Clearfield R.D. #1, Pennsylvania

(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

\$ 765.90

Interest from January 6, 1962

Attys. Comm.

\$ 75.69

Costs (to be added) Attorney

\$3.00

Plaintiff

\$ 11.50

Carl E. Halker
Prothonotary

By _____

Deputy



Date January 12, 1962

Proth'y. No. 64

No. 469 November Term, 19 61
Mo. 27 November Term, 19 61

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

Clearfield Trust Company

vs.

Douglas C. Widenor

RECEIVED WRIT THIS 12th day
of Jan A. D., 1962,
at 9:45 A. M.

James B. Reese
Sheriff

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	\$765.90	
Interest from - - -	1/6/62	
Prothonotary - - -		
Use Attorney - - -	3.00	
Use Plaintiff - - -	11.50	
Attorney's Comm. -	75.69	
Satisfaction - - -		
Sheriff - - - - -		
\$20.00		
Refunded		

Now, January 30, 1962, we direct the return of
the writ with out an adjournment, payment of debt,
interest and costs having been received by the
plaintiff.

James T. Nevling
O & Nevling + Davis
Attys for P. & D.

Now, January 31, 1962 By direction of Nevling and Davis by James K. Nevling
attorney for Plaintiff I return within writ satisfied, payment of debt,
interest and costs being received by Plaintiff. Sheriff costs paid

So Answers,
James B. Reese
Sheriff

William T. Davis
Attorney(s) for Plaintiff(s)

William T. Davis
Attorney for Plaintiff(s)