

DOCKET NO. 174

| Number | Term | Year |
|--------|------|------|
| 540    | May  | 1961 |

---

Altoona Wholesale Grocery Co

Inc

---

Versus

Cloyd E Miles

---

Patricia Miles

---



\$770.30

July 14

19 61

"ON DEMAND"

after date We promise to pay to the order of THE ALTOONA WHOLESALE GROCERY COMPANY, INC.

- - - Seven hundred Seventy - - -  $\frac{30}{100}$  Dollars

Payable at 805 Green Avenue, Altoona, Pennsylvania

Without defalcation, value received, with interest.

And further, WE do hereby empower any Attorney of any Court of Record within the United States or elsewhere to appear for US and after one or more declarations filed, confess judgment against US as of any term for the above sum with costs of suit and Attorney's commission of 6 2/3 per cent for collection and release of all errors, and without stay of execution and inquisition and extension upon our levy on real estate is hereby waived, and redemption, agreed to and the exemption of personal property from levy and sale on any execution hereon, is also hereby expressly waived, and no benefit of exemption be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

Witness our hand and seal.

Lloyd E. Miles (SEAL)

No. Due

Patricia Miles (SEAL)

ALTOONA WHOLESALE GROCERY

COMPANY, INC.

vs.

CLOYD E. MILES

PATRICIA MILES

State of Pennsylvania,  
County of Clearfield

ss.

In the Court of Common Pleas

of CLEARFIELD County,

of MAY Term, 19 61

No. 540

D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hands and seals of the Defendants, bearing date the 14th day of July A. D. 1961, whereby the Defendant doth promise to pay to the said Plaintiff the sum of Seven Hundred Seventy and 30/100 (\$770.30) Dollars, for value received, with interest from July 14, 1961 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendants, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of Seven Hundred Seventy and 30/100 (\$770.30) Dollars with interest from July 14, 1961 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon:

See note for waivers

of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendants to the said Plaintiff, to wit: The sum of \$ 770.30

Interest from July 14, 1961

Atty. Comm. 77.03

J. Paul Frank Jr.  
Attorney for Plaintiff

State of Pennsylvania,  
County of Clearfield

ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, I appear for the Defendants in the stated action without writ, as of May Term, 19 61, and therein confess judgment against them and in favor of Altoona Wholesale Grocery Co., Inc. the Plaintiff, for sum of Seven Hundred Seventy and 30/100 (\$770.30) Dollars, with interest from July 14, 1961, attorney's commission of 10% and costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon

J. Paul Frank Jr.  
Attorney for Defendant

To Wm. T. Hagerty, Esq.,

Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor  
is 805 Green Avenue, Altoona, Pa. and that of debtors is Irvona, Pa.

*J. Paul Trantz Jr.*  
Attorneys for Plaintiff

Court of Common Pleas

of Clearfield County

May Term 1961

No. 540

ALTOONA WHOLESALE GROCERY  
COMPANY, INC.

vs.

CLOYD E. MILES  
PATRICIA MILES

D.S.B.

Note of Warrant of Attorney

Debt, . . . \$770.30

Interest, . . . 7-14-61

Atty's Com. - 10%

Filed

Prothonotary

*S/R/T*  
J. Paul Trantz Jr.  
Attorney for Plaintiff

JUL 20 1961

Wm. T. Hagerity

PROTHONOTARY

252

3.50 by atty

Writ of Execution - Money Judgments.

Altoona Wholesale Grocery  
Company, Inc.

-vs-

Cloyd E. Miles  
Patricia Miles

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

NO. 9 May

Term, 19 62

WRIT OF EXECUTION

Commonwealth of Pennsylvania }  
County of Clearfield }

SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Cloyd E. Miles and Patricia Miles  
\_\_\_\_\_, 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,

Against all personal property

(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 \$ 495.30

Interest from July 14, 1961 \$ \_\_\_\_\_

Costs (to be added) \$ \_\_\_\_\_



Prothonotary  
By R. Helen Bragley  
Deputy

Date June 26, 1962

Proth'y. No. 64

No. 540 May Term, 1961  
No. 10 May Term, 1962

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

~~Altoona Wholesale Grocery~~  
~~Company, Inc.~~ VS.  
~~Cloyd E. Miles~~  
~~Patricia Miles~~

WRIT OF EXECUTION

**FILED**  
JUN 26 1962  
CARL E. WALKER  
PROTHONOTARY

J. Paul Frantz, Jr.  
Attorney(s) for Plaintiff(s)

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

Sheriff

WRIT OF EXECUTION  
(Money Judgments)

|                             |     |    |
|-----------------------------|-----|----|
| EXECUTION DEBT              | 195 | 80 |
| Interest from July 14, 1961 |     |    |
| Prothonotary - - -          | 10  | 50 |
| Use Attorney - - -          | 6   | 50 |
| Use Plaintiff - - -         |     |    |
| Attorney's Comm. 10%        |     |    |
| Satisfaction - - -          | 1   | 50 |
| Sheriff - - - - -           |     |    |

J. Paul Frantz, Jr.  
Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ALTOONA WHOLESALE GROCERY  
COMPANY, INC.

VS.

CLOYD E. MILES  
PATRICIA MILES

: 10 May, 1962  
:  
:  
: No. 540 May Term, 1961  
:  
: IN ASSUMPSIT  
:

PRAECIPE FOR WRIT OF EXECUTION

TO: CARL E. WALKER, PROTHONOTARY

Issue writ of execution in the above matter,

(1) directed to the Sheriff of Clearfield County;

(2) against Cloyd E. Miles and Patricia Miles, defen-  
dants;

(3) and index this writ

(a) against Cloyd E. Miles and Patricia  
Miles, defendants;

(4) amount due \$495.30  
Interest from July 14, 1961  
Costs

*J. Paul Smith, Jr.*  
Attorney for Plaintiff

Dated:

June 26, 1962

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ALTOONA WHOLESALE GROCERY  
COMPANY, INC.

No. 540 May Term, 1961  
IN ASSUMPSIT

VS.

CLOYD E. MILES  
PATRICIA MILES

PRECIPICE FOR WRIT OF EXECUTION

TO: CARL E. WALKER, PROTHONOTARY

Issue writ of execution in the above matter.

- (1) directed to the Sheriff of Clearfield County;  
(2) against Cloyd E. Miles and Patricia Miles, defen-

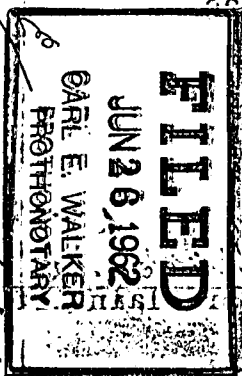
dants;

(3) and index this writ

(a) against Cloyd E. Miles and Patricia  
Miles, defendants;

(4) amount due  
Interest from July 14, 1961  
Costs

\$435.00



*Carl E. Walker*  
Attorney at Law

Dated:

June 26, 1962



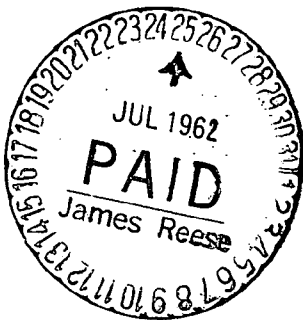


July 25, 1962

J. Paul Frantz, Jr.

TO SHERIFF OF CLEARFIELD COUNTY, DR.

| PLAINTIFF                            | DEFENDANT | NO.                   | TERM           | AMOUNT   |
|--------------------------------------|-----------|-----------------------|----------------|----------|
| Altoona Wholesale Groc. Co., Inc.    |           | No. 540               | May Term, 1962 |          |
|                                      |           | No. 10                | May Term, 1962 |          |
| vs                                   |           |                       |                |          |
| Cloyd E. Miles and<br>Patricia Miles |           |                       |                |          |
| Sheriff's costs:                     |           |                       |                |          |
| RDR                                  | \$3.75    | Execution Debt        |                | \$495.30 |
| Service                              | 3.75      | Interest from 7/14/61 |                | 26.82    |
| Levy                                 | 3.75      | Prothonotary-         |                | 10.50    |
| D.S.                                 | 2.00      | Use Attorney          |                | 6.50     |
| Milage                               | 5.40      | Attorney's Commission |                | 49.53    |
| Commission                           | 9.91      | Pro. - Satisfaction   |                | 1.50     |
| Total                                | \$28.56   | Sheriff's costs       |                | 28.56    |
|                                      |           | Total                 |                | \$618.71 |



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.

# 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

*Borough of Irona*

*1 Cash register Belongs to Company ✓*

*1 Produce Case*

*1 Milk Cooler*

*1 Meat Cutter Slicer*

*2 Scales*

*1 Deep Freezer for Frozen Foods*

*9 Storage Shelves*

*5 Shopping Carts*

*1 Meat Saw Band Saw*

*1 Hamming Grinder*

*\$ 400.00 Stock*

*1 Walk in Meat Cooler*

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

*Cloyd E. Miles & Patricia Miles*

*James B. Reese* Sheriff

Sheriff's Office, Clearfield, Pa., *June 27* 19*62*

Writ of Execution - Money Judgments.

Altoona Wholesale Grocery  
Company, Inc.

-VS-

Cloyd E. Miles  
Patricia Miles

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

NO. 9 May

Term, 19 62

WRIT OF EXECUTION

Commonwealth of Pennsylvania }  
County of Clearfield }

SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Cloyd E. Miles and Patricia Miles  
\_\_\_\_\_, 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,

Against all personal property

(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 \$ 495.30  
Interest from July 14, 1961 \$ \_\_\_\_\_  
Costs (to be added) \$ \_\_\_\_\_

Carl E. Walker  
Prothonotary

By

R. Helen Wrigley  
Deputy



Date June 26, 1962

Proth'y. No. 64

RECEIVED WRIT THIS 26 day  
of June A. D., 1961,  
at 1:45 PM.  
James B. Reese  
Sheriff

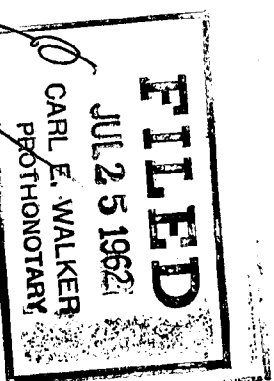
WRIT OF EXECUTION  
(Money Judgments)

|  |     |    |
|--|-----|----|
| EXECUTION DEBT<br>July 14, 1961              | 495 | 30 |
| Interest from - - -                          |     |    |
| Prothonotary - - -                           | 10  | 50 |
| Use Attorney - - -                           | 6   | 50 |
| Use Plaintiff - - -                          |     |    |
| Attorney's Comm. - 10%                       |     |    |
| Satisfaction - - -                           | 1   | 50 |
| Sheriff - - - - -                            |     |    |
| "30.00 adv. cost."<br>made refund<br>7-25-62 |     |    |

No. 540 May Term, 1961  
No. 10 May Term, 1962  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

Altoona Wholesale Grocery  
Company, Inc.  
VS.  
Cloyd E. Miles  
Patricia Miles

WRIT OF EXECUTION



J. Paul Frantz, Jr.  
Attorney(s) for Plaintiff(s)

Now, July 25, 1962, debt, without any  
costs having been paid, you are hereby directed  
to return this writ with judgment to be  
marked "satisfied".  
J. Paul Frantz, Jr.  
Atty for Plaintiff

Now, July 25, 1962 by direction of J. Paul Frantz, Jr., attorney for  
defendant, I return this writ with judgment marked "satisfied". Debt  
interest and costs paid.

So Answers,  
James B. Reese  
Sheriff