

DOCKET NO. 174

Number	Term	Year
540	May	1961

Altoona Wholesale Grocery Co

Inc

Versus

Cloyd E Miles

Patricia Miles



\$770.30 July 14 1961

"ON DEMAND" after date We promise to
pay to the order of THE ALTOONA WHOLESALE GROCERY COMPANY, INC.
- - - Seven hundred Seventy - - - 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 law term for the
above sum with Costs of suit and Attorney's commission of 6 1/2 percent for collection and release of all errors, and without
stay of execution and inquisition and execution upon any levy on real estate is hereby waived, and renunciation 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 he claimed under
and by virtue of any exemption law now in force or which may be hereafter passed.

Witness our hand and seal.

No. _____ Due _____

Lloyd C. Miles (SEAL)
Patricia Miles (SEAL)

ALTOONA WHOLESALE GROCERY	In the Court of Common Pleas
COMPANY, INC.	of CLEARFIELD County,
vs.	of MAY Term, 19 61
CLOYD E. MILES	No. 540
PATRICIA MILES	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 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.
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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, 1961, 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 Brantley, 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

J. Paul Brantley, Jr.
Atty for Plaintiff
PROTHONOTARY

JUL 20 1961 252
S. R. H.
W. M. T. HAGERTY

350 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 garnished,

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 Murphy
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.

Lloyd E. Miles

Patricia Miles

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT
July 14, 1961

Interest from

Prothonotary - - - 10 50

Use Attorney - - - 6 50

Use Plaintiff - - - 10 50

Attorney's Comm. -

Satisfaction - - - - 1 50

Sheriff - - - - -

FILED	
JUN 26 1962	
CARL E. WALKER PROTHONOTARY	

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ALTOONA WHOLESALE GROCERY
COMPANY, INC.

10 May, 1962

VS.

No. 540 May Term, 1961
IN ASSUMPSIT

CLOYD E. MILES
PATRICIA MILES

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, defendants;

(3) and index this writ

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

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

\$495.30

J. Paul Dambrosio
Attorney for Plaintiff

Dated:

June 26, 1962

IN THE COURT OF COMMON PLEAS OF CHERFIELD COUNTY, PENNSYLVANIA

IN ASSUMPSIT
No. 560 May Term, 1961

ALTOONA WHOLESALE GROCERY
COMPANY, INC.

AS.

PATRICIA MILES
CLOYD E. MILES

PRÆCICE FOR WRIT OF EXECUTION

TC: CARL E. WALKER, PROTHONOTARY

Issue writ of execution in the above matter.

(1) directed to the Sheriff of Jefferson County
(2) against Gladys E. Miles and Patricia Miles, jointly

duces;

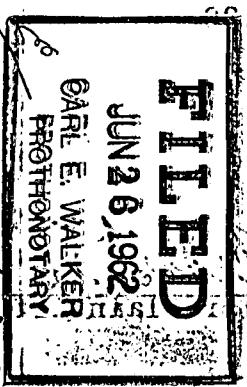
(3) and index this writ

(a) against Gladys E. Miles and Patricia Miles, jointly

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

Dufer:

June 25, 1962



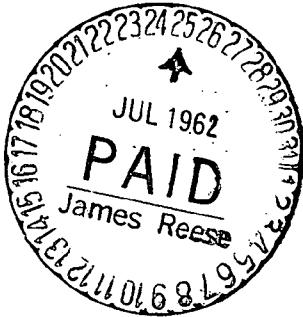
J. Paul Frantz, Jr.

LEDGER NO. 14 page 437
CLEARFIELD, PA.

July 25, 1962

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				
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.

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

Borough of Tioga

1 Cash register Belonging 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 Great Saw Band Saw
1 Hamline Grinder
\$ 400.00 Block
1 Walk in Meat Cooler

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

Cloyd E. Miles & Patricia Miles

James B. Rice Sheriff

Sheriff's Office, Clearfield, Pa., June 27, 1962.

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 ~~in the~~, 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)	\$



Date June 26, 1962

Proth'y. No. 64

Carl E. Walker
Prothonotary
By *R. Helen Wrigley*
Deputy

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

Now, fully as 1962, due, albeit our
best known and you are surely due
to allow the next year probably to be
marked "pallidus".

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

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT		495	30
Interest from	-	-	
Prothonotary	-	-	10 50
Use Attorney	-	-	6 50
Use Plaintiff	-	10%	
Attorney's Comm.	-		
Satisfaction	-	-	1 50
Sheriff	-	-	
"20.00 ad-cust. made refund 7-25-62			

J. Paul Frantz, Jr.

Attorney(s) for Plaintiff(s)