

DOCKET NO. 173

NUMBER	TERM	YEAR
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549	February	1961
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Clearfield Trust Company

VERSUS

John P. Kerin

Faye P. Kerin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD TRUST COMPANY

VS

JOHN F. KERIN and
FAYE P. KERIN

NO. 549 FEBRUARY TERM, 1961

34 Feb 1. 1961

PRAECIPE FOR WRIT OF EXECUTION -- MORTGAGE FORECLOSURE

TO: WILLIAM T. HAGERTY, PROTHONOTARY

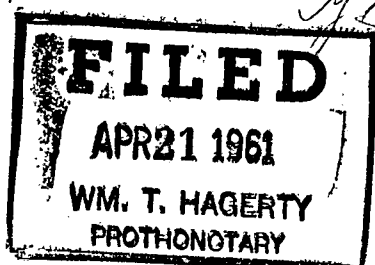
SIR:

Issue writ of execution in the above matter:

Principal balance	\$ 2,729.44
Interest from 6/18/60 to 4/21/61	151.48
Taxes - 1958 advanced	23.35
Taxes - 1959 due	86.26
Taxes - 1960 due	74.66
Insurance advanced	17.82
Attorney's Commission 5%	<u>136.47</u>
 TOTAL	 \$ 3,219.48

William T. Hagerty

Attorney for Plaintiff,
Clearfield Trust Company



TO DICK REED, DR.

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

CLEARFIELD, PA. June 20 1956

ATTORNEY

Nº 69785

Please return ~~this~~ bill with remittance for receipt.
Make ~~all~~ checks payable to Dick Reed

Deed John F. Kerin Lyphff al
to
Clearfield Trust Co.
State Tax
Fed. Rev.

5.57

32 33

55.

3838

101710
JUN 20 1961
BY
DICK REED

The above mentioned instruments are received subject to the provision of Acts of Assembly requiring payment of fees in advance.

549 Feb T 1961

CLEARFIELD TRUST COMPANY

VERSUS

JOHN F. KERIN and

FAYE P. KERIN

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

No. 549 Term FEBRUARY 19 61

To WILLIAM T. HAGERTY

Prothonotary.

Sir: Enter my appearance for CLEARFIELD TRUST COMPANY,
Plaintiff and JOHN F. KERIN and FAYE P. KERIN, Defendants.

in above case.



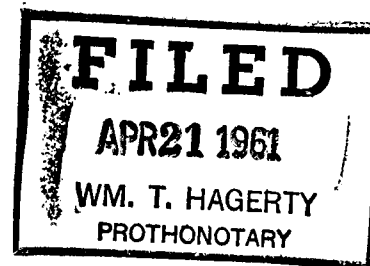
Attorney for Clearfield Trust Company, Plaintiff
and John F. Kerin and Faye
P. Kerin, Defendants

No. 549 Term Feb 1961

vs.

APPEARANCE

For _____



REAL ESTATE SALE

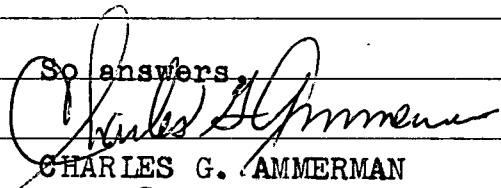
SCHEDULE OF DISTRIBUTION

NOW, June 5, 1961, 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 2nd day of June 19 61, I exposed the within described real estate of John F. Kerin and Faye P. Kerin to public vendue or outcry at which time and place I sold the same to Clearfield Trust Company, Clearfield, Pa. he being the highest and best bidder, for the sum of \$ posts plus \$1.00, and made the following appropriations, viz:

		Insurance Advanced	17.82 ✓
		Atty	3.00 ✓
		Plaintiff	9.50 ✓
		Atty Com	136.47 ✓
		Pro List Liens	4.00 ✓
Deed Costs		Recorder of Deeds Mtr Sch	3.00 ✓
Sheriffs Deed	5.00 ✓	1958 Taxes Clfd Trust Co	23.35 ✓
Pro Ack Deed	1.00 ✓	1959 and 1960 Taxes Co Trea	164.04 ✓
Recording Deed	5.50 ✓	Clearfield Progress Adv	50.88 ✓
St T Tax	32.33 ✓	Clearfield Progress Sales Cards	6.50 ✓
Rev St	.55 ✓	Sheriffs Costs	28.63 ✓
Total	44.38 ---	Deed Costs	44.38 ✓
		To Debt	1.00 ✓
		Total	492.57

NOW, June 16, 1961 no exceptions having been filed, I return this writ as per appropriations.

So answers,


CHARLES G. AMMERMAN
Sheriff

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


CHARLES G. AMMERMAN Sheriff

TREASURER'S OFFICE
COUNTY OF CLEARFIELD

NO. RT 419

CLEARFIELD, PA., 6-20 1961

RECEIVED OF

Charles G. Ammerman, Sheriff \$ 88.26
Eighty-eight and 26/100 DOLLARS

IN PAYMENT OF
TO APPLY ON

1959 RETURNED TAXES
ON Bungalow & Part L

ASSESSED IN

THE NAME OF

John H. Herin
IN Clearfield 4th Ed.

TAX

79.93

INT.

7.99
.34

TOTAL

88.26

COUNTY TREASURER

925 7FS0088.26:2Ch

TREASURER'S OFFICE
COUNTY OF CLEARFIELD

NO. RT 357

CLEARFIELD, PA., 6-20 1960

RECEIVED OF

Charles G. Zimmerman
Twenty-five and 78/100 \$ *75.78* DOLLARS

IN PAYMENT OF
TO APPL. ON

1960 RETURNED TAXES

ON

Bunge Bros & Co.

ASSESSED IN

THE NAME OF

John M. Zimmerman
Clearfield 1960

IN

TAX

74.66

INT.

1.12

TOTAL

75.78

COUNTY TREASURER

William C. Schaefer

923 7FS0075.78 923



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
June 9, 1961

Office of Public Assistance

Division of Claim Settlements

FOURTH FLOOR - 229 WALNUT STREET
P. O. BOX 182
HARRISBURG, PA.
TEL. CEDAR 8-9451

Sheriff of Clearfield County
Court House
Clearfield, Pennsylvania

KERIN, Faye N.
Cle. 27538-C

Dear Sir:

This is in reference to property which you sold at Sheriff's Sale held on June 2, 1961 under the name of John F. and Faye P. Kerin which is located at 507 $\frac{1}{2}$ E. 5th Street, Clearfield, Pennsylvania.

The Commonwealth has a claim against the interest of John F. and Faye P. Kerin in this property which is protected by a judgment of record against Faye P. and John F. Kerin recorded on October 28, 1960 to No. 397, September Term 1960 in the amount of \$2000.00. The balance due on the judgment is \$241.80.

The distributive share due the Commonwealth under the judgment is payable to the Pennsylvania Department of Public Welfare and should be forwarded to this office at the above address.

Very truly yours,

William L. Middleton
Claims Settlement Agent

WLM:ic



The Clearfield Trust Company

CAPITAL \$ 400,000.00 SURPLUS \$ 400,000.00

W. ELBRIDGE BROWN, President & Trust Officer
WILLIAM W. WRIGLEY, Vice President
ASBURY W. LEE, III, Vice President & Secretary
JOHN H. BARTLEY, Treasurer & Asst. Secretary
FRANCIS R. MCGOEY, Asst. Treas. & Asst. Secy.
DONALD F. MECKLEY, Asst. Treasurer
WILLIAM L. BERTRAM, Asst. Secretary
JOSEPH COLAVECCHI, Asst. Trust Officer
ANDREW J. SUTIKA, Comptroller

Clearfield, Pa.

June 1, 1961

MEMBER
FEDERAL RESERVE SYSTEM
AND
FEDERAL DEPOSIT
INSURANCE CORPORATION

Sheriff Charles D. Ammerman,
Court House,
Clearfield,
Pennsylvania.

Dear Sir:

This is to inform you that on July 29, 1960 we made an advancement of \$23.35 to John F. and Faye P. Kerin, for the purpose of paying taxes on his property located Rear 507½ East Fifth Street, Clearfield, Pennsylvania.

Very truly yours,

Gene T. Lunsford
Note Department

GTL:km

STATEMENT OF RETURNED TAX

CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD, PA.,

May 13 1961

Charles B. Zimmerman Sheriff
Clearfield Pa

Taxes returned by
Tax Collector against

Bungalow & Park L

Assessed in the name of

John F. Kerin

Clearfield - 4th

Boro.
Twp.

1959	Amount Returned	\$ 7993	
	Interest to 731.61	\$ 5.99	
	add & Out	\$ 2.34	\$ 8826

1960	Amount Returned	\$ 7466	
	Interest to 731.61	\$ 1.12	
			\$ 75.78

Total Amount Due \$ 164.04

If paid after July 31 additional interest to this statement. Add \$ 37 more per month

Return this statement with your remittance to Lillian D. Eshelman, County Treasurer
Clearfield, Pa.

DATE	INCHES	LINE	WORDS
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			424
12			
13			
14			
15			
16			
17			
18			424
19			
20			
21			
22			
23			
24			
25			424
26			
27			
28			
29			
30			
31			
TOTAL			1272

THE PROGRESS

NO 15452

CLEARFIELD, PA. May 6, 1961 ~~1961~~

CHARLES G. AMMERMAN, SHERIFF

c/o Sheriff's Office

Clearfield County Courthouse

Clearfield, Pennsylvania

To Accounts Rendered

Inches @

Lines @

1272 Words @ .04

\$ 50 88

Miscellaneous

SHERIFF SALE OF VALUABLE
REAL ESTATE

KERIN PROPERTY

15641

THE PROGRESS

CLEARFIELD, PA., May 6, 19 61

CHARLES G. AMMERMAN, SHERIFF

c/o Sheriff's Office

Clearfield County Courthouse

Clearfield, Pennsylvania

To Accounts Rendered

Inches @
Words @

Miscellaneous

Sheriff Sale Cards

KERIN PROPERTY

\$ 6 50

DISCOUNT: Save \$_____ by paying this invoice on or before the 15th of the month. No discount granted after the 15th.

**SHERIFF'S SALE
OF VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania and to me direct, there will be exposed to public sale in the Sheriff's Office in the Court-house in the Borough of Clearfield, on FRIDAY, June 2, 1961 At 10:00 o'clock A. M. (Daylight Saving Time).

**THE FOLLOWING DESCRIBED
PROPERTY TO WIT:**

JOHN F. KERIN and FAYE P. KERIN, his wife, of the Borough of Clearfield, Clearfield County, Pennsylvania.

ALL that certain part of a lot or piece of ground situate in Shaw's or Tannery Addition to the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point one hundred twenty-five (125) feet east from East Fifth Street along Lot No. 39; thence east along Lot No. 39 a distance of seventy-five (75) feet to an alley; thence south by said alley sixty (60) feet to another alley; thence west seventy-five (75) feet to a point; thence north sixty (60) feet to a point along south side of Lot No. 39 and the place of beginning. Having erected thereon a bungalow.

BEING the same premises which H. B. Peters, et al, granted and conveyed to John F. Kerin and Faye P. Kerin, his wife, by deed dated December 28, 1950 and recorded in Deed Book 410, page 283.

Seized, taken in execution and to be sold as the property of John F. Kerin and Faye P. Kerin, Borough of Clearfield, Clearfield County, Pa., at the suit of Clearfield Trust Company, Clearfield, Pa., on Judgment No. 549 February Term, 1961, Writ of Execution No. 34 February Term, 1961.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of the sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who in case of deficiency at such resale shall make good the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and claimants; a schedule of distribution will be filed by the Sheriff in his office the first Monday following date of sale and distribution will be made in accordance with the schedule, unless exceptions are filed within ten (10) days thereafter.

Sheriff's Office, Clearfield, Pa.
CHARLES G. AMMERMAN,
Sheriff.
5:11-18-25-b.

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

On this.....25th..... day ofMay....., A. D. 1961, before me, the subscriber, a Notary Public in and for said County and State, personally appeared William C. Plummer, who being duly sworn according to law, deposes and says that he is the Advertising Manager of the Clearfield Progress, and designated agent of the Publisher of the Clearfield Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in the regular issues of

May 11, 18 and 25, 1961..... And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

William C. Plummer

Sworn and subscribed to before me the day and year aforesaid.

Minna Margaret Berneth
Notary Public
My Commission Expires
Clearfield, Penna. Clearfield, Pa. Clearfield County
NOTARY PUBLIC
My Commission Expires March 20, 1963
Clearfield County

TO DICK REED, DR.

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

CLEARFIELD, PA

May 26 1961

ATTORNEY

Nº 68216

68216

Please return this bill with remittance for receipt.
Make all checks payable to Dick Reed

Mortgage Search
John F. Kerin
Ray P. Kerin
Fay M. Kerin

3	00
---	----

The above mentioned instruments are received subject to the provision of Acts of Assembly requiring payment of fees in advance.

STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

} SS.

I, Dick Reed, Recorder of Deeds, Etc., in and for said county,
do hereby Certify that I have examined the Records in my office
carefully and do ~~not~~ find ~~any~~ Mortgages against the following
named persons:

John F. Kerin al to Clearfield Trust Co. - 174-248 - \$3275.00 -

April 18, 1957 - Clearfield

Faye P. Kerin al to Clearfield Trust Co. - 174-248 - \$3275.00 -

April 18, 1957 - Clearfield

Faye N. Kerin None

In testimony Whereof, I have hereunto set my hand and official seal this 26 day of
May, A. D. 1961 Time 9:45 A.M. E.S.T.

Dick Reed

RECORDER OF DEEDS
MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 1964

John F. Kerin

In the Court of Common Pleas of Clearfield County

[illegible]

State of Pennsylvania, County of Clearfield, ss:

I, Wm. T. Hagerty Prothonotary of the Court
of Common Pleas of Clearfield County, do hereby certify that I have examined the
Docket of Judgment Liens remaining in said Court for a term of five years last past, and
that there are no judgments remaining unsatisfied therein against
John F. Kerin & Faye P. Kerin
except as set forth in the within foregoing list of Liens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of
said Court to be affixed, at Clearfield, this 23rd day of
May A. D. 19 61.

Wm. T. Hagerty Prothonotary

List of Liens

VERSUS

John F. Kerin

Faye P. Kerin

(Faye N. Kerin)

FEE

SHERIFF'S SALE
OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania and to me direct, there will be exposed to public sale in the Sheriff's Office in the Courthouse in the Borough of Clearfield, on

FRIDAY, June 2, 1961

At 10:00 o'clock A.M.
(Daylight Saving Time)

THE FOLLOWING DESCRIBED PROPERTY TO WIT:

(As described on the attached sheet)

Seized, taken in execution and to be sold as the property of John F. Kerin and Faye P. Kerin, Borough of Clearfield, Clearfield County, Pa., at the suit of Clearfield Trust Company, Clearfield, Pa., on Judgment No. 549 February Term, 1961, Writ of Execution No. 34 February Term, 1961.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of the sale or such other arrangements made as will be approved, otherwise the property will be immediately put up and sold again at the expense and risk of the person to whom it was struck off and who in case of deficiency at such resale shall make good the same and in no instance will the deed be presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and claimants; a schedule of distribution will be filed by the Sheriff in his office the first Monday following date of sale and distribution will be made in accordance with the schedule, unless exceptions are filed within ten (10) days thereafter.

Sheriff's Office, Clearfield, Pa.

CHARLES G. AMERMAN,
Sheriff

Directions to Newspaper

Clearfield Progress (Please publish once a week for three successive weeks, beginning May 11, 1961)

Clearfield Progress to prepare ten (10) Sales Cards.

JOHN F. KERIN and :
FAYE P. KERIN, his wife, :
of the Borough of Clearfield, :
Clearfield, County, Pennsylvania :

ALL that certain part of a lot or piece of
ground situate in Shaw's or Tannery Addition to the Borough
of Clearfield, County of Clearfield and State of Pennsylvania,
bounded and described as follows:

BEGINNING at a point one hundred twenty-five
(125) feet east from East Fifth Street along Lot No. 39;
thence east along Lot No. 39 a distance of seventy-five
(75) feet to an alley; thence south by said alley sixty
(60) feet to another alley; thence west seventy-five (75)
feet to a point; thence north sixty (60) feet to a point
along south side of Lot No. 39 and the place of beginning.
Having erected thereon a bungalow.

BEING the same premises which H. B. Peters,
et al, granted and conveyed to John F. Kerin and Fay P.
Kerin, his wife, by deed dated December 28, 1950 and recorded
in Deed Book 410, page 283.

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

Boro of Clearfield

As per Attach Sheet

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

John W. Hay, Jr.

Chas. A. Ammerman

Sheriff

Sheriff's Office, Clearfield, Pa.,

April - 17 19*61*

Writ of Execution. Mortgage Foreclosure.

Clearfield Trust Company

-vs-

John F. Kerin and
Faye P. Kerin

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

NO. 34 February

Term, 1961

WRIT OF EXECUTION

Commonwealth of Pennsylvania }

County of Clearfield }

SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

ALL that certain part of a lot or piece of ground situate in Shaw's or Tannery Addition to the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point one hundred twenty-five (125) feet east from East Fifth Street along Lot No. 39; thence east along Lot No. 39 a distance of seventy-five (75) feet to an alley; thence south by said alley sixty (60) feet to another alley; thence west seventy-five (75) feet to a point; thence north sixty (60) feet to a point along south side of Lot No. 39 and the place of beginning. Having erected thereon a bungalow.

BEING the same premises which H. B. Peters, et al, granted and conveyed to John F. Kerin and Fay P. Kerin, his wife, by deed dated December 28, 1950 and recorded in Deed Book 410, page 283

(Specifically describe property)

Amount due

(SEE COSTS ON REVERSE SIDE)

\$_____

Interest from

\$_____

Costs (to be added)

\$_____

John T. Hagerty
Prothonotary

Deputy



Date April 22, 1961

Proth'y. No. 61

No. 549 February Term, 19 61
No. 34 February Term, 19 61

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

Clearfield Trust Company

vs.

John F. Kerin and
Faye P. Kerin

507½ E. Fifth St., Clearfield, Pa.

WRIT OF EXECUTION

From No. 549 February Term, 1961

Nevling & Davis
Attorney(s) for Plaintiff(s)

RECEIVED WRIT THIS 22 day
of April A. D., 1961,
at 11:00 A.M.

Charles E. Hammer
Sheriff

WRIT OF EXECUTION
(Mortgage Foreclosure)

Penal Sum	\$6550.00
EXECUTION DEBT	2729.44
1958-1959-1960 Taxes	184.27
Interest from 4/21/61 Int. to 4/21/61	151.48
Prothonotary - - -	-
Insurance advanced	17.82
Use Attorney - -	3.00
Use Plaintiff - -	9.50
Attorney's Comm. -	136.47
Satisfaction	-
The Lien Office	4.00
Sheriff - - - -	-
\$100.00	-
RECORD OF DEEDS	3 00

Nevling & Davis
Attorney for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. NO. 549 FEBRUARY TERM, 1961	CLEARFIELD TRUST COMPANY VS. JOHN P. KERIN and FAYE P. KERIN	STATEMENT AND CONFESSION OF JUDGMENT, CONFESSION, and CERTIFICATE OF RESIDENCE and	BOND
<div>5/25 525</div> <div>FILED 312/5 1961 APR 21 1961 WM. T. HAGERTY PROTHONOTARY 352 124.2.1</div> <div>NEVLING & DAVIS ATTORNEYS-AT-LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PA.</div>			

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD TRUST COMPANY

VS.

JOHN F. KERIN and
FAYE P. KERIN

:
:
:
:
:
:
:
:

No. 549 FEBRUARY TERM, 1961

STATEMENT AND CONFESSION OF JUDGMENT

The Plaintiff's claim on the above stated action is founded on a bond hereunto annexed under the hands and seals of the Defendants secured by a mortgage dated the 18th day of April, 1957 in and by which bond the Defendants stand bound unto the Plaintiff in the sum of \$6,550.00 conditioned for the payment of the just sum of \$3,275.00 together with interest thereon at the rate of 6% per annum payable at the rate of \$32.75 per month which payments it is averred are in default.

The said bond provided for the entire balance to be paid within eleven years and nine months and also all premiums paid by the Mortgagee for maintaining insurance against loss or damage by fire upon the premises described in the Indenture of Mortgage bearing date the 18th day of April, 1957 accompanying the said bond which said mortgage is recorded in the office of the Recorder of Deeds in and for the County of Clearfield and State of Pennsylvania in Mortgage Book No. 174, at page 248 and which bond and mortgage provide for the production to the Plaintiff, its successors or assigns, on or before the first day of December of each and every year all receipts for all taxes for the current year upon the mortgaged premises.

The aforesaid bond contains a warrant of attorney authorizing any attorney of any Court of Record in the State of Pennsylvania or elsewhere to appear for the Defendants thereon and confess judgment against them for the said penal sum with costs of suit and a five (5%) per cent attorney's commission with a release of all errors waiving the right of inquisition on real estate and all laws exempting real or personal property from levy and sale of execution.

The Plaintiff avers that there is a default in the payment of the obligation as aforesaid and that there is justly due and owing it of the said penal sum the following, to wit:

Principal balance	\$ 2,729.44
Interest from 6/18/60 to 4/21/61	151.48
Taxes - 1958 advanced	23.35
Taxes - 1959 due	86.26
Taxes - 1960 due	74.66
Insurance Advanced	17.82
Attorney's Commission 5%	<u>136.47</u>
Total	\$ 3,219.48

William S. Davis
Attorney for Plaintiff

CONFESSION OF JUDGMENT

By virtue of the Warrant of Attorney above mentioned and hereunto annexed, the Defendants having breached the terms of the attached Bond and having failed to make payments when due, I hereby appear for John F. Kerin and Faye P. Kerin, the Defendants in the above stated action and confess judgment thereon against the said John F. Kerin and Faye P. Kerin and in favor of the Clearfield Trust Company, the Plaintiff, for the penal sum of \$6,550.00 Dollars to be released upon the payment of the just sum of \$2,729.44 and unpaid interest from June 18, 1960 to April 21, 1961, \$151.48; 1958 taxes advanced \$23.35; 1959 taxes due \$86.26; 1960 taxes due \$74.66; insurance advanced \$17.82; attorney's commission \$136.47; a total of \$3,219.48; with interest at 6% after April 21, 1961, all in accordance with the tenure of the said Warrant of Attorney and, I do hereby release all errors and waive the right of inquisition on real estate and waive all laws exempting real or personal property from levy and sale of execution.


Attorney for Defendants

CERTIFICATE OF RESIDENCE

TO: WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

We hereby certify that the address of the Clearfield Trust Company, the Plaintiff herein, is 11 North Second Street, Clearfield, Pennsylvania and that the address of John F. Kerin and Faye P. Kerin, Defendants herein, is 507 $\frac{1}{2}$ East Fifth Street, Clearfield, Pennsylvania.



Attorney for Plaintiff

Know all Men by These Presents

THAT JOHN F. KERIN and FAYE P. KERIN, are

held and firmly bound unto the CLEARFIELD TRUST COMPANY, Clearfield, Pa.
in the sum of Six Thousand Five Hundred

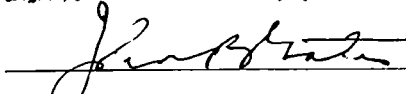
Fifty Dollars (\$6,550.00)-----
lawful money of the United States of America, to be paid to the said CLEARFIELD TRUST
COMPANY; its certain Attorney, Successors or Assigns; to which payment well and truly to be
made, they do bind their Heirs, Executors or Administrators firmly by these Presents. Sealed
with their Seals. Dated the 8th day of April
in the year of our Lord one thousand nine hundred and fifty-seven (1957)

The Condition of this Obligation is such That if the above bounden
JOHN F. KERIN and FAYE P. KERIN, his wife, their
Heirs, Executors, Administrators, or any of them, shall and do well and truly pay, or cause to be
paid unto the above named CLEARFIELD TRUST COMPANY, its certain Attorney, Suc-
cessors or Assigns, the just sum of Three Thousand Two Hundred Seventy-five
(\$3,275.00) Dollars----- lawful money as aforesaid, together with interest thereon,
at the rate of _____ per cent., per annum; payments to be made at the rate of Thirty-two Dollars
Seventy-five Cents (\$32.75) per month to be applied first to interest and the
balance to principal, the entire unpaid balance to be paid within eleven
years nine months from the date
hereof and also all premiums for maintaining an insurance against loss or damage by fire, to an
amount of Three Thousand Two Hundred Seventy-five (\$3,275.00)-----
Dollars, upon the premises described in the accompanying Indenture of Mort-
gage, without any fraud or further delay; and shall produce to the said CLEARFIELD TRUST
COMPANY; its Successors or Assigns, on or before the first day of December of each and every
year, receipts for all taxes of the current year assessed upon this Obligation and upon the mortgaged
premises; then the above Obligation to be void, or else to be and remain in full force and virtue:
Provided, however, and it is hereby expressly agreed, that if at any time default shall be made in
the payment of any installment of said principal sum or any installment of interest for the space
of sixty days after the same shall fall due, or in the payment of any premium of insurance as afore-
said, or in such production to the CLEARFIELD TRUST COMPANY, its Successors or Assigns,
on or before the first day of December of each and every year, of such receipts for taxes of the current
year upon this Obligation and upon the premises mortgaged, then and in such case the whole prin-
cipal debt aforesaid, shall at the option of the said CLEARFIELD TRUST COMPANY, its
Successors or Assigns, become due and payable immediately, and payment of said principal sum
and all interest thereon, and any taxes or premiums for insurance paid by the Mortgagee, may be
enforced and recovered at once, anything herein contained to the contrary notwithstanding.

And provided further, however, and it is hereby expressly agreed, that if at any time
hereafter by reason of any default in payment, either of said principal sum, or of said interest, or of
said premiums of insurance, or in production of said receipts for taxes, within the time specified,
a writ of Fieri Facias is properly issued upon the Judgment obtained upon this Obligation, or by
virtue of the warrant of attorney hereto attached, or a writ of Scire Facias is properly issued upon
the accompanying Indenture of Mortgage, an attorney's commission for collection, viz: five per cent.,
shall be payable, and shall be recovered in addition to all principal, interest, taxes and premiums of
insurance then due, besides costs of suit.

And further, we do by these presents empower any attorney of any court of record
in the State of Pennsylvania or elsewhere, to appear for us and therein confess judgment
against us for the said penal sum, with costs of suit and release of all errors, and we do
hereby waive the right of inquisition on real estate, and all laws exempting real or personal prop-
erty from levy and sale on execution.

Signed, Sealed and Delivered in the Presence of Us,


as to each


John F. Kerin

Faye P. Kerin



Bond and Warrant

**JOHN F. KERIN and
FAYE P. KERIN**

To

Clearfield Trust Company

For \$

KURTZ BROS., PRINTERS, CLEARFIELD, PA.

