

DOCKET NO. 175

Number	Term	Year
557	November	1961

J. Hyland Lewis and Hollis Lewis

Versus

Roy H. Lutz and Grace M. Lutz

t/a Lutz Coal Co.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

J. HYLAN LEWIS and ✓  
HOLLIS LEWIS ✓

: NO. 308 SEPTEMBER TERM, 1955 ✓  
: Rev. 557 NOVEMBER TERM, 1961 ✓  
: REAL DEBT: \$1,100.00  
:  
:  
:  
:  
:  
:  
:

-VS-  
§ 5

✓ 45  
115  
ROY H. LUTZ and ✓  
GRACE M. LUTZ, in-  
dividually and t/d/b/a ✓  
LUTZ COAL COMPANY ✓

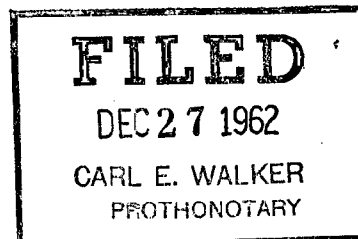
TO CARL E. WALKER, PROTHONOTARY:

You are hereby directed to enter full satisfaction of the  
above stated Judgment, debt, interest and costs.

Dated December 24, 1962.

*J. Hylan Lewis*

*Hollis Lewis*  
Individually and t/d/b/a LUTZ  
COAL COMPANY, Plaintiffs.



IN THE COURT OF COMMON PLEAS OF CUMBERLAND COUNTY, PENNSYLVANIA

THE STATE OF PENNSYLVANIA, by and through the undersigned, the Commonwealth's Attorney, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Commonwealth at Harrisburg, Pennsylvania, this 1st day of May, 1961.

JOHN H. WHITE, PROSECUTOR GENERAL

For the State, directed to enter this declaration of the above stated judgment, debt, interest and costs. Date: December 22, 1961.

RECEIVED: MAY 11 1961  
CLERK OF COURT, CUMBERLAND COUNTY

557 Nov 1961

# Amicable Revival

J. Hylan Lewis and  
HOLLIS LEWIS  
VS.

ROY H. LUTZ and GRACE M. LUTZ  
t/a LUTZ COAL CO.

State of Pennsylvania  
County of Clearfield

In the Court of Common Pleas  
of Clearfield County,  
of September Term, 19 55  
No. 308  
Judgment for - - - - \$ 1,100.00  
Interest from December 4, 1950 on \$1000.00

ss:

The Plaintiffs J. Hylan Lewis and Hollis Lewis and the Defendants in the above-stated Judgment, do hereby agree to revive the same amicably for the sum of Eleven Hundred (\$1,100.00) Dollars, with interest from December 4, 1950 on \$1,000.00 and costs; and do hereby authorize the Prothonotary of Clearfield County so to enter Judgment of Revival of the same upon the Record with the same effect, in all respects, as if a Scire Facias post annum et diem, et quare executionem non to revive and continue the lien of said Judgment according to the Acts of Assembly, had been issued and served on the defendant, and Judgment had been entered thereon in open Court, but subject to the Subordination of Lien agreement filed in the above proceeding.

Witness their hands and seals this 17th day of January

A. D. 19 62

Witness Present.

J. Hylan Lewis (SEAL)  
Hollis Lewis (SEAL)  
Roy H. Lutz (SEAL)  
Grace M. Lutz (SEAL)

557 Nov 1961

Court of Common Pleas

of Clearfield County,

September Term, 1955

No. 308

J. Hyland Lewis and Hollis

Lewis

VS.

Roy H. Lutz and Grace M.

Lutz t/a Lutz Coal Co.

AMICABLE REVIVAL

For \$ 1,100.00

Interest from December 4, 1950  
on \$1,000.00

Filed

FILED  
JAN 25 1962

CARL E. WILSON  
PROTHONOTARY

328

5.50

O.C. Smith  
6.52.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

J. HYLAN LEWIS AND  
HOLLIS LEWIS

VS.

ROY H. LUTZ and GRACE M.  
LUTZ, t/a LUTZ COAL COMPANY

No 308 Sept Term 1955  
No. 557 November Term, 1961

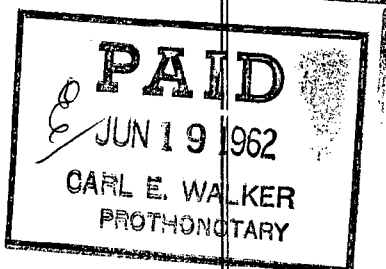
Judgment Entered: Jan. 25, 1962

SUBORDINATION OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that, for a good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, the holders of a judgment entered as a lien to the above number and term do hereby subordinate their judgment lien to the lien of the mortgage and bond of the Clearfield Trust Company against Roy H. Lutz and Grace M. Lutz dated February 2, 1962 and recorded in Mortgage Book 197 Page 411 in the amount of \$12,000.00 and do hereby release any claim to payment of their said lien from the following described property prior to the payment of the lien of the mortgage and bond of the Clearfield Trust Company as aforementioned, all of that property located in Lawrence Township, Clearfield County, Pennsylvania bounded and described as follows:

THE FIRST THEREOF: Known as Lot No. 58 in the plot of lots laid out by A. F. Boynton bounded on the West by Poplar Avenue, on the North by Lot No. 57, on the East by a public alley and on the South by Lot No. 59, being fifty (50) feet south on Poplar Avenue and of uniform width and extending back from Poplar Avenue one hundred fifty (150) feet to the line of the public alley in the rear.

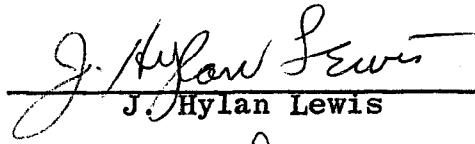
BEING the same premises which Mildred E. Watson by her deed dated October 3, 1939, recorded in the Recorder's Office for Clearfield County in Deed Book 328 at page 460, granted and conveyed to Roy H. Lutz and Grace Lutz.

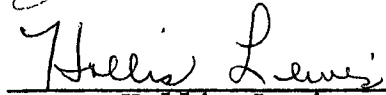


THE SECOND THEREOF: BEGINNING at the Southwest corner of Lot No. 58 and Poplar Avenue; thence North along said Poplar Avenue twenty-five (25) feet to a post; thence East across Lot No. 57 one hundred fifty (150) feet to a public alley; thence South along said alley twenty-five (25) feet to the line of Lot No. 58; thence West along the line of Lot No. 58 one hundred fifty (150) feet to Poplar Avenue and the place of beginning. Being the Southern one-half of Lot No. 57.

BEING the same premises which James A. Curry by his deed dated April 25, 1944 recorded in the Recorder's Office for Clearfield County in Deed Book 359 at page 341 granted and conveyed to Roy H. Lutz and Grace M. Lutz.

IN WITNESS WHEREOF, J. Hylan Lewis and Hollis Lewis have executed this Subordination of Lien on this 28<sup>th</sup> day of February, 1962.

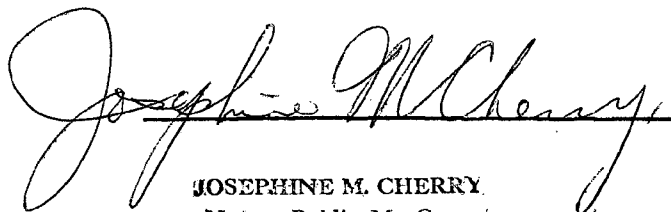
  
\_\_\_\_\_  
J. Hylan Lewis

  
\_\_\_\_\_  
Hollis Lewis

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this, the 28<sup>th</sup> day of February, 1962, before me, the undersigned officer, personally appeared J. HYLAN LEWIS and HOLLIS LEWIS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



JOSEPHINE M. CHERRY  
Notary Public, My Com-  
mission expires Jan. 7, 1963