

DOCKET NO. 174

Number	Term	Year
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579	May	1961
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John Palmer

Geraldine Palmer

Versus

Bruce E. Walther

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOHN PALMER and
GERALDINE PALMER

VS.

No. 23 May Term, 1961

BRUCE E. WALTHER

Jg 151

PRAECIPE

TO: WM. T. HAGERTY, PROTHONOTARY:

Issue Writ of Possession and Writ of Execution for rent
due, attorney's commission and costs.

Returnable sec. leg.

J. Paul Frank Jr.

Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOHN PALMER and :
GERALDINE PALMER :
VS. : No. 579 May Term, 1961
BRUCE E. WALTHER :
:

AMICABLE ACTION AND CONFESSION
OF JUDGMENT IN EJECTMENT

WHEREAS, under date of March 1, 1960, John Palmer and Geraldine Palmer, as Lessors, entered into an agreement of lease with the above named Defendant, as Lessee, whereby there was demised to the said Defendant, Lessee, a storeroom located on the first floor of the premises located at 900 Turnpike Avenue, Clearfield Borough, Clearfield County, Pennsylvania, for a term of five years for the yearly rental of Six Hundred (\$600.00) Dollars, payable Fifty (\$50.00) Dollars per month in advance on the first day of each and every month, and

WHEREAS, the aforesaid Defendant Lessee entered into possession of the aforesaid premises under and pursuant to the aforesaid lease and continues to occupy the same, and

WHEREAS, notwithstanding the terms, covenants and conditions of the said lease, said Defendant Lessee has failed to pay rent for the aforesaid premises in the amount of One Hundred (\$100.00) Dollars, being the installments due June 1, 1961 and July 1, 1961, which is overdue and unpaid, and

WHEREAS, the said lease further provides as follows:

"The Lessee hereby authorizes any attorney of any Court of record, as often as default shall be made in the payment of said rent and after the Lessors have given the Lessee ten (10) days written notice, to appear for him and confess judgment against him for the

amount of rent or charges then due and unpaid, with an attorney's commission of ten (10%) per cent, costs of suit, without stay of execution, waiving inquisition and exemption. And on the failure of the Lessee to pay the rent and keep all of the covenants of this lease or remove from the premises at the determination of the same, then the Lessee hereby authorizes and empowers any attorney of any court of record in Pennsylvania to appear in court and confess judgment in favor of the Lessors and against the Lessee in an amicable action of ejectment for the premises above mentioned and authorize the immediate issuance of a Writ of Habere Facias Possessionem, with clause of Fi. Fa. for rent or amount due under this lease, with costs of suit and ten (10%) per cent attorney's commission or fees, to be released upon the payment of the amount due with costs and attorney's commission as herein provided within five (5) days from the confession of said judgment."

Copy of the lease is hereto attached, marked Exhibit "A".

WHEREAS, Plaintiff Lessors have notified Defendant Lessee of default, in writing by certified mail with return receipt, signed by Defendant Lessee, dated July 11, 1961.

NOW, THEREFORE, the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, in accordance with the authority in the lease, is hereby requested to enter judgment in ejectment in favor of the Plaintiffs and against the Defendant for the aforesaid demised premises.

AND NOW, July 25, 1961, it is agreed that an action in ejectment be entered by the Prothonotary of the Court of Common Pleas of Clearfield County as if a summons in ejectment or complaint had been issued by John Palmer and Geraldine Palmer, as Plaintiffs, and against Bruce E. Walther, as Defendant, for that certain storeroom located on the first floor of the premises at 900 Turnpike Avenue, Clearfield Borough, Clearfield County, Pennsylvania, now occupied by the said defendant with authorization to issue a Writ of Possession and Writ of Execution for rent due, attorney's commission and costs.

J. Paul Frantz, Jr., an attorney of the Court of Common Pleas of Clearfield County, Pennsylvania, hereby appears as attorney for Bruce E. Walther, the Defendant above named, and signs this agreement under and by virtue of and in accordance with the authority contained in the lease and confesses judgment in favor of the Plaintiffs and against the Defendant, without stay of execution, waiving inquisition and exemption for the aforesaid demised premises and hereby authorizes the Prothonotary to enter his appearance for the said Defendant.

J. Paul Frantz Jr.

Attorney for Plaintiff

J. Paul Frantz Jr.

Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA :
: SS :
COUNTY OF CLEARFIELD : :

JOHN PALMER, being duly sworn according to law, deposes and says that he is one of the Plaintiffs above named, that he is familiar with the facts set forth in the Amicable Action of Ejectment and Confession of Judgment, and that the same are true and correct, and that the copy of the lease attached is a true and correct copy of the original.

John Palmer

John Palmer

Sworn to and subscribed before me
this 25th day of July, 1961.

Wm. T. Murphy

Wm. T. Murphy

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

COMMONWEALTH OF PENNSYLVANIA:
: SS:
COUNTY OF CLEARFIELD :
J. PAUL FRANTZ, JR.

J. PAUL FRANTZ, JR., being duly sworn according to law, deposes and says that he is attorney for the defendant herein, and that the facts set forth are true and correct to the best of his knowledge, information and belief, and that the copy of the lease is a true and correct copy of the original.

J. Paul Frantz, Jr.

Sworn to and subscribed before me
this 25th day of July, 1961.

John T. Wagner

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

LEASE AGREEMENT

THIS INDENTURE, made this 1st day of March, A. D., 1960, between JOHN PALMER and GERALDINE PALMER, his wife, of the Borough of Clearfield, Clearfield County, Pennsylvania, parties of the first part, hereinafter called the Lessors;

A
B
D

BRUCE E. WALTER of the Borough of Clearfield, Clearfield County, Pennsylvania, party of the second part, hereinafter called the Lessee.

WITNESSED, that the Lessors do hereby demise and let unto the Lessee, the situate and appurtenances thereon, situated at 900 Turnpike Avenue in the Borough of Clearfield, Clearfield County, Pennsylvania, for the term of five (5) years, to commence and to be computed from the first day of March, 1960, yielding and paying therefor and thereout unto the Lessors, their heirs and assigns, the yearly rent or sum of Six Hundred Dollars (\$600.00), payable in monthly installments of Fifty Dollars (\$50.00) on the first day of each and every month of said term and also yielding therefor and thereout unto the Lessors, their heirs and assigns, from time to time, as the same shall grow due, all such sum or sums for the use of the public utilities as shall be by any lawful authority assessed to or chargeable upon the demised premises, and which, by the terms of this lease or otherwise, shall or ought to be payable by the Lessee, upon condition, nevertheless, and it is hereby mutually covenanted and agreed by and between the ~~Lessors and Lessee for themselves, their~~ prospective lessors and lessees, and ~~and~~ assigns, as the ~~same~~ may be as follows:

(1). The Lessee shall and will pay the rents reserved on the days and times when the same ought to be paid according to

EXHIBIT "A"

the stipulations hereof.

(2). The Lessee shall and will pay for all public utilities consumed by him, according to the regulations of the company or companies supplying the same, as the same shall become due, during the term aforesaid or any renewal thereof, including the cost of gas to be used by the Lessee for the heating of said storeroom hereby demised.

(3). The Lessee shall not do or commit or willingly suffer to be done or committed, any act, matter or thing whereby or in consequence whereof the policy or policies of insurance on the demised premises, or any premises whereof the same are a part according to the conditions and stipulations hereof, shall become avoided or suspended, or whereby or in consequence whereof the insurance risk on said premises or on any premises of which the same are a part shall be rendered more hazardous.

(4). Any removal or attempt at removal of any equipment or chattels from said premises by the Lessee while any portion of the rent shall remain unpaid, shall be deemed a fraudulent and clandestine removal and the equipment and chattels so removed may be followed for the space of thirty (30) days and seized for the collection of the same. It is further agreed that as often as default be made in the payment of any rent and said default shall continue for a space of ten (10) days after written notice to the Lessee, the Lessor may proceed by Landlord's Warrant if such default is not remedied or rectified within said ten (10) day period, and make collection of all such rents or charges then due, with costs of such proceeding, the Lessor hereby waiving the benefits of all laws or usages excepting any property from liability for rent, ~~and hereby~~ ~~risque~~ any attorney of any court of record, as often as default shall be made in the payment of said rent and after the Lessor have given the Lessee ten (10) days written notice, to appear for his and confess

judgment against him for the amount of rent or charges then due and unpaid, with an attorney's commission of ten (10%) per cent, costs of suit, without stay of execution, waiving inquisition and exemption. And on failure of the Lessee to pay the rent and keep all of the covenants of this lease or remove from the premises at the determination of the same, then the Lessee hereby authorizes and empowers any attorney of any court of record in Pennsylvania to appear in court and confess judgment in favor of the Lessors and against the Lessee in an judiciable action of ejectment for the promises above mentioned, and authorizes the immediate issuance of a Writ of Habere Facias Possessionem, with clause of Fi. Fa. for rent or amount due under this Lease, with costs of suit and ten (10%) per cent attorney's commission or fees, to be released upon the payment of the amount due with costs and attorney's commission as herein provided within five (5) days from the confession of said judgment.

(5). The Lessee covenants, promises and agrees to keep the exterior and interior supply room accompanying same, including sidewalk and approach to the exterior building, which is hereby promised, in good repair, including the cost of labor and materials for the making of any desired improvements or alterations thereto at his own cost and expense and to make no demand whatever on the Lessors for any such repairs, improvements or alterations. Should the Lessee desire to build any addition on to the leased premises, he will first submit plans of said addition to the Lessors and secure the Lessors written approval of same. It being understood that any alterations, repairs, improvements or additions shall be paid for by the Lessee.

(6). The Landlord ~~hereby~~ agrees and grant unto the Lessee the right and privilege to erect and affix one large sign on the building for advertising purposes, also the right and privilege on the part of the Lessee to install a gas heating unit

to be used for the heating of the storeroom, as well as the installation of any fixtures or appliances within or on the exterior of said storeroom herself. It is desired that in the opinion of the Lessee may be necessary and required in the conduct of his grocery store business, which said fixtures and appliances so affixed or installed shall not be considered a permanent part of the real estate to which the same may be attached or installed, but on the contrary, the Lessee shall have the right to remove the same at the expiration or earlier termination of this lease agreement, without liability for damage, upon the restoration of said provision by the Lessee in the same condition as it was at the institution of this lease agreement, ordinary wear and tear excepted. If the Lessee installs a gas heating unit, same must be done in a proper and safe manner. The Lessee will continue to fire the coal furnace providing heat for the rest of the building in such a manner as to give good and sufficient heat to the tenants of said building. The Lessee shall provide the fuel for said furnace. Upon the termination of this lease and upon the removal from the premises by the Lessee of any fixtures or appliances, the Lessee will perform and pay for all carpentry work, plaster work and repainting which might have to be performed as a result of the removal of said fixtures, appliances, shelves, cases and other equipment.

(7). It is further covenanted, concluded and agreed by and between the said Part A to these presents that should said premises be rendered uninhabitable by partial destruction by fire or other casualty, but so that the same is repairable within ninety (90) days, then this lease shall not cease and determine, but said rent shall cease to accrue from the date of such injury, but shall commence to run and account immediately after said repairs shall have been completed and the storeroom ready for occupancy.

(8). The Lessee shall have the right to renew this lease for an additional term of five (5) years upon the same terms and conditions as herein stated upon giving thirty (30) days written notice to the Lessors prior to the expiration of this lease of the Lessee's intention or desire to renew the same for an additional five (5) year term.

(9). In the event that the Lessors desire to sell the premises and have secured a bona fide offer of purchase, they will communicate in writing the terms of said offer to the Lessee and give to the Lessee the first right to purchase the said premises on the same terms and conditions. The Lessee will have a period of thirty (30) days in which to communicate in writing his acceptance of said offer, and in the event that the Lessee fails to act within the said thirty (30) day period, the Lessors may, if they so desire, dispose of the said premises. The Lessee's option to purchase shall extend only to the Lessee and said right is not assignable.

(10). The Lessors agree that the Lessee shall not be liable for any municipal taxes resulting from property improvements or for any taxes on the demised premises, other than those arising from or out of the Lessee's business and the taxes incident thereto.

(11). The Lessee shall not have the right to assign, rent or sublease the said premises or any portion thereof or any rights and privileges acquired by and under the terms of this lease or any extension thereof without first having secured in writing the permission of the Lessors.

(12). All payments for rental, as provided for in this lease, shall be and payable to John Palmer at 312 Clearfield Clearfield Street, Clearfield, Pennsylvania, or such other place as may be designated by the said John Palmer.

(13). All of the reservations, covenants, stipulations and conditions herein contained shall bind and be available to the heirs, executors, administrators or assigns, as the case may be, of the Lessor and the Lessee, respectively, as though in each case expressly named.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, intending to be legally bound thereby.

WITNESS:

/s/ Alfred W. Butler

/s/ John Palmer
John Palmer

(SEAL)

/s/ Geraldine Palmer
Geraldine Palmer

(SEAL)

/s/ Frank L. Farger

/s/ Bruce E. Walther
Bruce E. Walther

(SEAL)

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 5744 MAY TERM, 1961

JOHN PALMER and
GERALDINE PALMER

VS.

BRUCE E. WALTHER

AMICABLE ACTION AND
CONFESSION OF JUDG-
MENT IN EJECTMENT

J. Paul Frantz

12-11 AM 1/27

J. Paul Frantz
LAW OFFICES
J. PAUL FRANTZ, JR.
26 SOUTH SECOND STREET
CLEARFIELD, PA.



July 26, 1961

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
John Palmer and Geraldine Palmer vs Bruce E. Walther 900 Trunpike Ave Clearfield, Pa.		No 579 May Term 1961 No 23 May Term 1961		
RDR.	\$3.00	Exec Debt		\$100.00
Levy	3.00			
Service	3.00	Prothonotary		6.00
c/s d/s	2.00			
Milege	1.00	Attorney		6.50
Comm	2.00			
Total	\$14.00	Attorneys Comm		10.00
		Sheriffs Costs		<u>14.00</u>
		Total		\$136.50

July 26, 1961 \$ 36.50 pd.

Charles G. Ammerman

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOHN PALMER and
GERALDINE PALMER

VS.

No. 579 May Term, 1961

BRUCE E. WALTHER

AMICABLE ACTION AND CONFESSION
OF JUDGMENT IN EJECTMENT

WHEREAS, under date of March 1, 1960, John Palmer and Geraldine Palmer, as Lessors, entered into an agreement of lease with the above named Defendant, as Lessee, whereby there was demised to the said Defendant, Lessee, a storeroom located on the first floor of the premises located at 900 Turnpike Avenue, Clearfield Borough, Clearfield County, Pennsylvania, for a term of five years for the yearly rental of Six Hundred (\$600.00) Dollars, payable Fifty (\$50.00) Dollars per month in advance on the first day of each and every month, and

WHEREAS, the aforesaid Defendant Lessee entered into possession of the aforesaid premises under and pursuant to the aforesaid lease and continues to occupy the same, and

WHEREAS, notwithstanding the terms, covenants and conditions of the said lease, said Defendant Lessee has failed to pay rent for the aforesaid premises in the amount of One Hundred (\$100.00) Dollars, being the installments due June 1, 1961 and July 1, 1961, which is overdue and unpaid, and

WHEREAS, the said lease further provides as follows:

"The Lessee hereby authorizes any attorney of any Court of record, as often as default shall be made in the payment of said rent and after the Lessors have given the Lessee ten (10) days written notice, to appear for him and confess judgment against him for the

amount of rent or charges then due and unpaid, with an attorney's commission of ten (10%) per cent, costs of suit, without stay of execution, waiving inquisition and exemption. And on the failure of the Lessee to pay the rent and keep all of the covenants of this lease or remove from the premises at the determination of the same, then the Lessee hereby authorizes and empowers any attorney of any court of record in Pennsylvania to appear in court and confess judgment in favor of the Lessors and against the Lessee in an amicable action of ejectment for the premises above mentioned and authorize the immediate issuance of a Writ of Habere Facias Possessionem, with clause of Fi. Fa. for rent or amount due under this lease, with costs of suit and ten (10%) per cent attorney's commission or fees, to be released upon the payment of the amount due with costs and attorney's commission as herein provided within five (5) days from the confession of said judgment."

Copy of the lease is hereto attached, marked Exhibit "A".

WHEREAS, Plaintiff Lessors have notified Defendant Lessee of default, in writing by certified mail with return receipt, signed by Defendant Lessee, dated July 11, 1961.

NOW, THEREFORE, the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, in accordance with the authority in the lease, is hereby requested to enter judgment in ejectment in favor of the Plaintiffs and against the Defendant for the aforesaid demised premises.

AND NOW, July 25, 1961, it is agreed that an action in ejectment be entered by the Prothonotary of the Court of Common Pleas of Clearfield County as if a summons in ejectment or complaint had been issued by John Palmer and Geraldine Palmer, as Plaintiffs, and against Bruce E. Walther, as Defendant, for that certain storeroom located on the first floor of the premises at 900 Turnpike Avenue, Clearfield Borough, Clearfield County, Pennsylvania, now occupied by the said defendant with authorization to issue a Writ of Possession and Writ of Execution for rent due, attorney's commission and costs.

J. Paul Frantz, Jr., an attorney of the Court of Common Pleas of Clearfield County, Pennsylvania, hereby appears as attorney for Bruce E. Walther, the Defendant above named, and signs this agreement under and by virtue of and in accordance with the authority contained in the lease and confesses judgment in favor of the Plaintiffs and against the Defendant, without stay of execution, waiving inquisition and exemption for the aforesaid demised premises and hereby authorizes the Prothonotary to enter his appearance for the said Defendant.

J. Paul Frantz, Jr.
Attorney for Plaintiff

J. Paul Frantz, Jr.
Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA:
: SS:
COUNTY OF CLEARFIELD :
:

JOHN PALMER, being duly sworn according to law, deposes and says that he is one of the Plaintiffs above named, that he is familiar with the facts set forth in the Amicable Action of Ejectment and Confession of Judgment, and that the same are true and correct, and that the copy of the lease attached is a true and correct copy of the original.

131 JOHN PALMER

Sworn to and subscribed before me
this 25th day of July, 1961.

131 Wm. T. HAGERTY
PROTHONOTARY
My COMMISSION EXPIRES
1ST MONDAY JAN. 1962
{ SEAL }

COMMONWEALTH OF PENNSYLVANIA : : SS :
COUNTY OF CLEARFIELD : :

J. PAUL FRANTZ, JR., being duly sworn according to law, deposes and says that he is attorney for the defendant herein, and that the facts set forth are true and correct to the best of his knowledge, information and belief, and that the copy of the lease is a true and correct copy of the original.

151 J. PAUL FRANTZ, JR.

Sworn to and subscribed before me
this 25th day of July, 1961.

151 WM. T. HAGERTY
PROTHONOTARY
MY COMMISSION EXPIRES
1st MONDAY JAN. 1962

EXHIBIT "A"

the stipulations hereof.

(2). The Lessee shall and will pay for all public utilities consumed by him, according to the regulations of the company or companies supplying the same, as the same shall become due, during the term aforesaid or any renewal thereof, including the cost of gas to be used by the Lessee for the heating of said premises hereby demised.

(3). The Lessee shall not do or commit or willingly suffer to be done or committed, any act, matter or thing whereby or in consequence whereof the policy or policies of insurance on the demised premises, or any premises wherof the same are a part according to the conditions and stipulations hereof, shall become avoided or suspended, or whereby or in consequence whereof the insurance risk on said premises or on any premises of which the same are a part shall be rendered more hazardous.

(4). Any removal or attempt at removal of any equipment or chattels from said premises by the Lessee while any portion of the rent shall remain unpaid, shall be deemed a fraudulent and clandestine removal and the equipment and chattels so removed may be followed for the space of thirty (30) days and seized for the collection of the same. It is further agreed that as often as default be made in the payment of any rent and said default shall continue for a space of ten (10) days after written notice to the Lessee, the Lessor may proceed by Landlord's Warrant if such default is not remedied or rectified within said ten (10) day period, and make collection of all such rents or charges then due, with costs of such proceeding, the Lessee hereby waiving the benefits of all laws or usages excepting any property from liability for rent. The Lessee hereby authorizes any attorney of any court of record, as often as default shall be made in the payment of said rent and after the Lessor have given the Lessee ten (10) days written notice, to appear for him and confess

judgment against him for the amount of rent or charges then due and unpaid, with an attorney's commission of ten (10%) per cent, costs of suit, without stay of execution, waiving inquisition and exemption. And on failure of the Lessee to pay the rent and keep all of the covenants of this lease or remove from the premises at the determination of the lease, then the Lessee hereby authorizes and empowers any attorney or any court of record in Pennsylvania to appear in court and confess judgment in favor of the Lessors and against the Lessee in a suitable action of ejectment for the premises above mentioned, and authorizes the immediate issuance of a Writ of Habeas Pauperis, etc., with clause of Fi. Pa. for rent & account due under this Lease, with costs of suit and ten (10%) per cent attorney's commission or fees, to be released upon the payment of the amount due with costs and attorney's commission as herein provided within five (5) days from the confession of said judgment.

(5). The Lessee covenants, promises and agrees to keep the storeroom and storage supply room accompanying same, including sidewalk and approaches to the storeroom building, which is hereby demised, in good repair, including the cost of labor and materials for the making of any desired improvements or alterations thereto at his own cost and expense and to make no demand whatever on the Lessors for any such repairs, improvements or alterations. Should the Lessee desire to build any addition on to the leased premises, he will first submit plans of said addition to the Lessors and secure the Lessors written approval of same. It being understood that any alterations, repairs, improvements or additions shall be paid for by the Lessee.

(6). The said Lessors hereby agree and grant unto the Lessee the right and privilege to erect and affix one large sign on the building for advertising purposes, also the right and privilege on the part of the Lessee to install a gas heating unit

to be used for the heating of said storeroom, as well as the installation of any fixtures or appliances within or on the exterior of said storeroom: hereby demise that in the opinion of the Lessee may be necessary and required in the conduct of his grocery store business, which said fixtures and appliances so affixed or installed shall not be considered a permanent part of the real estate to which the same may be attached or installed, but on the contrary, the Lessee shall have the right to remove the same at the expiration or earlier termination of this lease agreement, without liability for damage, upon the restoration of said premises by the Lessor to the same condition as it was at the institution of this lease - present, ordinary wear and tear, excepted. If the Lessor installs a gas heating unit, same must be done in a proper and approved manner. The Lessee will continue to fire the coal furnace providing heat for the rest of the building in such a manner as to give good and sufficient heat to the tenents of said building. The Lessor shall provide the fuel for said furnace. Upon the expiration of this lease and upon the removal from the premises by the Lessee of any fixtures or appliances, the Lessee will perform and pay for all carpentry work, plaster work and repainting which might have to be performed as a result of the removal of said fixtures, appliances, shelves, cases and other equipment.

(7). It is further covenanted, concluded and agreed by and between the said parties to these presents that should said premises be rendered untenable by partial destruction by fire or other casualty, but so that the same is repairable within ninety (90) days, then this lease shall not cease and determine, but said rent shall cease to accrue upon the date of such injury, but shall recommence to run and accrue immediately after said repairs shall have been completed and the storeroom ready for occupancy.

(4). The Lessor shall have the right to renew this lease for an additional term of five (5) years upon the same terms and conditions as herein stated after giving thirty (30) days written notice to the Lessee prior to the expiration of this lease of the Lessor's intention or desire to remedy the same for an additional five (5) year term.

(2). In the event that the Lessors desire to sell the premises and may receive a bona fide offer of purchase, they will communicate in writing the terms of said offer to the Lessee and give to him before the time fixed to purchase the said premises on the same terms and conditions. The Lessee will have a period of thirty (30) days in which to communicate in writing his acceptance or rejection of offer, and in the event that the Lessee fails to accept or reject the said offer, (30) day period, the Lessors may, if they so desire, dispose of the said premises. The Lessee's option to purchase shall extend only to the Lessee and said right is not assignable.

.(1c). The Lessor agrees that the Lessee shall not be liable for any municipal taxes resulting from property improvements or alterations made in the Lessor's premises, other than those arising directly out of the Lessee's business and the taxes incident thereto.

(11). The Lessee shall not have the right to assign, Rent or sublease the Leased Premises (or any portion thereof or any rights, ent, privilege, or acquired by and under the terms of this lease or any extension thereof without first having secured in writing the written consent of the Lessor.

(12). Said place for rental, as provided for in this lease, shall be sub-submitted to John Palmer at 312 Clearfield
City Mills Street, Cincinnati, Pennsylvania, or such other place
as may be designated by the said John Palmer.

(13). All of the reservations, covenants, stipulations and conditions herein contained shall bind and be available to the heirs, executors, administrators or assigns, as the case may be, of the Lessors and the Lessee, respectively, as though in each case expressly named.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, intending to be legally bound thereby.

WITNESSES:

/s/ Alfred W. Butler

/s/ John Palmer
John Palmer

(SEAL)

/s/ Geraldine Palmer
Geraldine Palmer

(SFAL)

/s/ Frank L. Farger

/s/ Bruce E. Walther
Bruce E. Walther

(SEAL)

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 577 MAY TERM, 1961

JOHN PALMER and
GERALDINE PALMER

VS.

BRUCE E. WALTHER

AMICABLE ACTION AND CON-
FESSION OF JUDGMENT IN
EJECTION

LAW OFFICES
J. PAUL FRANTZ, JR.
26 SOUTH SECOND STREET
CLEARFIELD, PA.

Writ of Possession

John Palmer and
Geraldine Palmer
vs.
Bruce E. Walther

} IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA.
NO. 23 May

Term, 1961

WRIT OF POSSESSION

Commonwealth of Pennsylvania }
County of Clearfield } SS:

To the Sheriff of Clearfield County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to John Palmer and Geraldine Palmer

A Storeroom located on the first floor of the premises
located at 900 Turnpike Ave., Clearfield, Pa.

(Specify describe property)

(2) To satisfy the costs against Bruce Walther

you are directed to levy upon the following property

of

and sell his interest therein.

Wm. D. Nagerty
Prothonotary



Deputy

Date July 25, 1961

Proth'y. No. 62

Now, August 1, 1961, debt, costs and attorney's
commission having been paid, I hereby direct this
writ to be returned.

J. Paul Frantz, Jr.
attorney for Plaintiff

Now, August 1, 1961, by direction of J. Paul
Frantz, Jr. attorney for Plaintiff, I return
this writ. ~~all costs paid.~~

To Gouverneur
Charles A. Gouverneur

No. 579 May Term, 1961
No. 23 May Term, 1961

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

John Palmer and

Geraldine Palmer

vs.

Bruce E. Walther

900 Turnpike Ave., Clearfield, Pa.

WRIT OF EXECUTION

EXECUTION DEBT	Rent Due
Interest from - - -	100.00
Prothonotary - - -	6.00
Use Attorney - - -	6.50
Use Plaintiff - - -	10%
Attorney's Comm.	
Satisfaction - - -	
Sheriff - - -	
	\$ 90.00

RECEIVED WRIT THIS 25th day
of July A. D. 1961,
at 2:05 P.M. OST.
Sheriff

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

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