

DOCKET NO. 174

NUMBER	TERM	YEAR
595	May	1961

Russell L. Gairin

Shirley L. Gairin

vs.

St. Marys Savings and Loan

Association

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

Russell L. Gairin and  
Shirley L. Gairin

No. 595 May Term. 1961  
Summons

vs

St. Marys Savings and  
Loan Association

Sheriff's Return

Now, July 28, 1961, deputized Sheriff of Elk County to serve  
the within Summons on St. Marys Saving and Loan Association.

Now, August 1, 1961, served the within Summons on St. Marys  
Saving and Loan Association by deputizing Ivan J. Herzing,  
Sheriff of Elk County. The return of service of Ivan J.  
Herzing, Sheriff of Elk County is hereto attached and made  
part of this return.

Sheriff Ammerman Costs \$ 6.00  
Sheriff Herzing \$9.20  
(Pd. by Atty Lee)

So Answers,

*James B. Reese*

James B. Reese  
Sheriff

Sworn to before me this 16th  
day of March A.D. 1962

*Carl E. Walker*

Prothonotary



**AFFIDAVIT OF SERVICE**

Russell L. Cairin and  
Shirley L. Cairin

Versus

St. Marys Savings and Loan Assoc.

IN THE COURT OF COMMON PLEAS  
Clearfield  
OF ELK COUNTY

No. 595

May Term 19 61

Summons

STATE OF PENNSYLVANIA      }  
COUNTY OF ELK              } SS:

Ivan J. Herzing, Sheriff, being duly sworn according to law, deposes and says, that he served a Summons on the defendant, St. Marys Savings and Loan Association, by handing to J. Robert Bauer, Secretary, a true and attested copy of the same and making known to him the contents thereof in St. Marys, Elk County, Pennsylvania, on August 1, 1961 at 2:40 P.M.

Sworn to and subscribed before me this  
2<sup>ND</sup> day of AUGUST A.D. 1961  
*Joseph J. Bauer*  
Prothonotary  
My Commission expires January 6, 1964

So Answers

*Frank J. Herzing*  
Sheriff  
Deputy



OFFICE OF THE  
Sheriff of Clearfield County

CLEARFIELD, PA., July 28, 1961, 19

Russell L. Gairin and  
Shirley L. Gairin  
vs.  
St. Marys Saving & Loan Assoc

May Term, 19 61  
No. 595

To the Sheriff of Elk County:

Dear Sir:

Enclosed please find writ Summons

to be served upon St. Marys Saving And Loan Assoc at  
St. Marys, Pa. in your County.

Kindly make service thereof and return with the amount of your costs.

Yours truly,

Charles G. Ammerman

Sheriff.

## SUMMONS

Commonwealth of Pennsylvania  
County of Clearfield

To St. Marys Savings and Loan Association, a corporation of the  
State of Pennsylvania

You are notified that Russell L. Gairin and Shirley L. Gairin

the plaintiff's, ha ~~ve~~ commenced an action in Summons in Assumpsit  
against you which you are  
required to defend:

Date July 26, 1961

*Tom J. Tagerty*  
Prothonotary.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RUSSELL L. GAIRIN ET AL

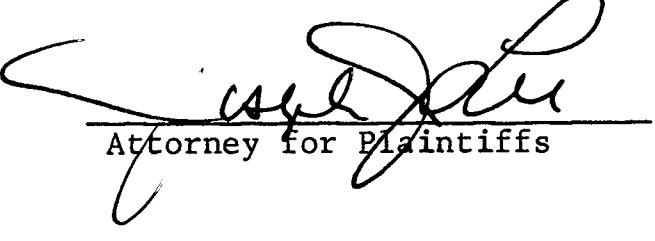
VS : No. 595 May Term, 1961  
: :  
ST. MARYS SAVINGS & LOAN :  
ASSOCIATION : :

PRAECIPE FOR DISCONTINUANCE

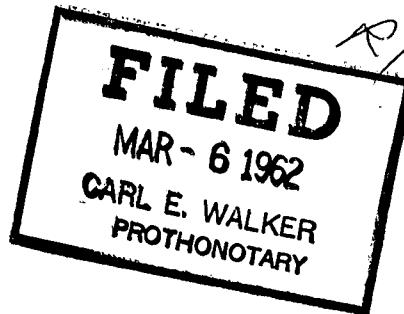
TO CARL E. WALKER, PROTHONOTARY

SIR:

Discontinue the above case upon payment of costs by the  
defendant.

  
\_\_\_\_\_  
Attorney for Plaintiffs

Dated: March 6 , 1962



RUSSELL L. GAIRIN and SHIRLEY : IN THE COURT OF COMMON PLEAS  
L. GAIRIN, His Wife, : OF CLEARFIELD COUNTY, PENNSYLVANIA.  
Plaintiffs, :  
: VS. :  
: :  
ST. MARYS SAVINGS & LOAN :  
ASSOCIATION, : NO. 595 <sup>May</sup> DECEMBER TERM, 1961.  
Defendant.: ASSUMPSIT.

ANSWER

1. Admitted.
2. It is admitted that the defendant is a Pennsylvania corporation with its principal office in the Borough of St. Marys, Elk County, Pennsylvania.
3. Admitted.
4. Admitted.
5. Admitted.
6. Denied. The defendants states that it is without such knowledge or information because the means of proof are within the exclusive control of the plaintiffs.
7. Denied. The defendant states that it is without such knowledge or information because the means of proof are within the exclusive control of the plaintiffs.
8. Denied. The defendant states that it is without such knowledge or information because the means of proof are within the exclusive control of the plaintiffs.
9. Denied. The defendant states that it is without such knowledge or information because the means of proof are within the exclusive control of the plaintiffs.

10. It is admitted that plaintiffs informed defendant that the dwelling house on the premises in question extended over the property line and onto an adjoining property, but defendant denies that such a condition exists, and avers that after reasonable investigation it is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 10. It is admitted that defendant made inquiry relative to the purchase of land from the adjoining property owner in an attempt to compromise what appeared to it to be litigation.

11. Admitted.

12. It is admitted that plaintiffs have requested defendant to refund payments made by the plaintiffs to the defendant and to reimburse them for their expenses in repairing and maintaining the premises during the period of their occupancy and the defendant has refused to do so for the reason that the defendant after reasonable investigation is without knowledge or information sufficient to form a belief as to the truth of the averments of the plaintiffs wherein they state that the dwelling house on the premises in question extended over the property line and onto an adjoining property.

13. Denied. Defendant states that it is without such knowledge or information because the means of proof are within the exclusive control of the plaintiffs.

NEW MATTER

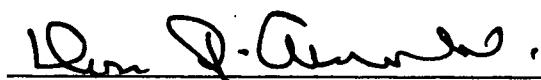
14. Defendant avers that if the dwelling house on the premises agreed to be sold by defendant to plaintiffs, and known and designated as No. 214 East Weber Avenue, extended over the property line and onto an adjoining property, that plaintiffs were aware of this condition previous to the execution of the agreement and agreed to purchase the premises and dwelling house despite the condition.

15. Defendant avers that if the plaintiffs did repair and remodel the dwelling house situate on the premises known as 214 East Weber Avenue, that at the time of repairing, remodeling and adding permanent fixtures thereto they had full knowledge that the dwelling house on said premises extended over the property line and onto an adjoining property.

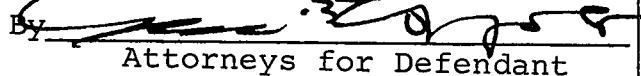
16. Defendant avers that plaintiffs took possession of the premises known as 214 East Weber Avenue on or about May 24, 1954, and retained possession to April, 1961, and during that time they had full use and occupancy of the premises.

17. Defendant avers that the rental value of the premises known and designated as 214 East Weber Avenue is \$80.00 per month.

WHEREFORE, defendant prays that plaintiffs' claim for relief be denied, but in the event plaintiffs are entitled to relief, then defendant be credited the sum of \$80.00 for each and every month that plaintiffs had occupancy of the premises in question.

  
Dan P. Arnold

~~DRISCOLL, GREGORY & COPPOLO,~~

By 

Attorneys for Defendant

COMMONWEALTH OF PENNSYLVANIA, )  
 ) SS:  
COUNTY OF ELK. )

J. Robert Bauer, being duly sworn according to law,  
deposes and says that he is secretary of the St. Marys Savings  
& Loan Association and that the facts set forth in the foregoing  
Answer are true and correct to the best of his knowledge,  
information and belief.

Robert Baum

SWORN to and subscribed before me  
this 31<sup>st</sup> day of January, 1962.

Theckla Steinbauer

NOTARY PUBLIC  
My commission expires January 7, 1963  
9 North St. Marys Street  
St. Marys, Elk County, Penna.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA.  
NO. 595 November TERM, 1961  
ASSUMPSIT

RUSSELL L. GAIRIN and SHIRLEY  
L. GAIRIN, His Wife,  
Plaintiffs

VS.

ST. MARYS SAVINGS & LOAN  
ASSOCIATION,  
Defendant.

ANSWER

TO THE WITHIN NAMED PLAINTIFFS

You are hereby notified to  
plead to the New Matter in the  
enclosed Answer within twenty  
(20) days from the service  
hereof.

*Dan Arnold*

Dan P. Arnold,  
DRISCOLL, GREGORY & COPPOLO

Atorneys for Defendant

DAN P. ARNOLD, Esq.  
Clearfield, Pennsylvania  
DRISCOLL, GREGORY & COPPOLO  
ATTORNEYS AT LAW

*FEB 21 1962*  
ST. MARYS, PA.

CARL E. WALKER

PROSECUTOR

Service accepted 2-1-62  
*John D. Kelly for Plaintiff*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

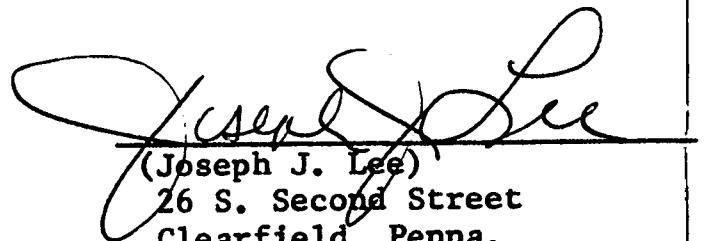
RUSSELL L. GAIRIN and :  
SHIRLEY L. GAIRIN, plaintiffs :  
VS : No. 595 May Term, 1961  
: :  
ST. MARYS SAVINGS AND LOAN : Assumpsit  
ASSOCIATION :  
:

PRAECIPE FOR SUMMONS

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Issue summons in Assumpsit naming Russell L. Gairin and Shirley L. Gairin as plaintiffs against St. Marys Savings and Loan Association, a corporation of the State of Pennsylvania, having its principal business office in the Borough of St. Marys, Elk County, Pennsylvania, making the same/ sec. leg. and sec. reg.

  
(Joseph J. Lee)  
26 S. Second Street  
Clearfield, Penna.  
Attorney for Russell L.  
Gairin and Shirley L. Gairin

Dated: July , 1961

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RUSSELL L. GAIRIN and :  
SHIRLEY L. GAIRIN, his :  
wife, plaintiffs :  
: :  
VS : No. 595 May Term, 1961  
: :  
ST. MARYS SAVINGS & LOAN : Assumpsit  
ASSOCIATION, defendant :  
:

C O M P L A I N T

COME NOW, the plaintiffs, and by their attorneys, Joseph J. Lee and Clemens Simon, file this Complaint against the defendant upon a cause whereof the following is a statement:

- (1). Plaintiffs are husband and wife.
- (2). Defendant is a Pennsylvania corporation doing business in Clearfield County, with its principal office in the Borough of St. Marys, Elk County, Pennsylvania.
- (3). Under date of May 24, 1954 the plaintiffs and the defendant entered into an agreement for the selling and conveying of certain premises situate in the City of DuBois, Clearfield County, Pennsylvania, and known and designated as No. 214 East Weber Avenue. Attached hereto and made a part hereof and incorporated herein by reference is a true and correct copy of said agreement.
- (4). Pursuant to the terms of said agreement the plaintiffs, on or about the date of said agreement, entered into possession of said premises and lived there continuously until on or about the spring of 1961.
- (5). During the term of their occupancy in said premises the plaintiffs made payments through and including March 24, 1961 in the amount of \$5533.94, of which amount the sum of \$1512.74 was applied to the reduction of the agreed purchase price of \$8700.00, and the balance was applied to interest charges and the payment of

insurance and taxes on the premises.

(6). In addition to the foregoing, in reliance upon the agreement of the defendant to execute and deliver a general warranty deed for the premises upon the payment of the agreed purchase price, the plaintiffs from time to time during their occupancy of the premises, caused ordinary repairs to be made thereto and added permanent fixtures therein and remodeled or otherwise caused extensive alterations and additions to be made thereto. The front porch that had been on the premises was replaced, as well as a sidewalk leading to the street; medicine cabinets were installed in each bathroom, the kitchen was remodeled by the addition of cabinet units, light fixtures throughout the premises were changed, and drapery rods were provided for the windows, and the original piping in the house was replaced with copper tubing. The plaintiffs likewise provided a new hot water tank, cemented a portion of the basement floor, and terraced the lawn at the rear of the lot. Further, the plaintiffs had the exterior woodwork painted and the complete interior of eight rooms and two baths painted. Further, the plaintiffs had the house covered with aluminum siding and installed storm windows and doors throughout the premises. The plaintiffs further installed wall to wall carpeting on the first floor and carpeting on the stairway, built a new back porch on the premises, and tiled the bathroom on the first floor. The further constructed a recreation room in the basement with appropriate wiring and covering of the floor, ceiling and walls. In all, through their reliance on their agreement with St. Marys Savings & Loan Association the plaintiffs, during the period of their occupancy, expended in repairs and remodeling over \$6000.00.

(7). On or about February 25, 1961 the plaintiffs having determined to leave the City of DuBois and take up residence else-

where, agreed through their real estate agent that they would sell the premises, including carpeting in the downstairs and other improvements, to Mr. and Mrs. Lee Sweet for the sum of \$13,500.00, providing the purchasers could secure a loan for financing the purchase of the premises.

(8). On or about March 23, 1961 the plaintiffs were advised for the first time that the dwelling house on the premises extended over the property line and onto an adjoining property, and that for that reason the Sweets could not secure financing for the purchase of the property, and would not, in fact, purchase the property because the plaintiffs could not give the proposed purchasers clear title thereto.

(9). It was the intention of the plaintiffs to pay off the balance due the defendant on the unpaid principal out of the proceeds of the sale of the property to the Sweets.

(10). These matters were promptly brought to the attention of the defendant, and the defendant was requested to provide the plaintiffs with good title to the premises. The plaintiffs attempted to buy the necessary footage from the adjoining property owner in order to clear up the title defect, but no arrangements could be made with the adjoining property owner.

(11). In view of the foregoing, the plaintiffs made one final payment on March 24, 1961 in the amount of \$35.94 to the defendant which represented payment of interest only due on said agreement as of that date, and have since that time not made any further payments under said agreement for the reasons set forth in the foregoing paragraphs.

(12). The plaintiffs have requested the defendant to refund payments made by the plaintiffs to the defendant and to reimburse them for their expense in repairing and maintaining the premises during the period of their occupancy, but the defendant

has refused to do so.

(13). The plaintiffs would have fulfilled their covenants contained in the foregoing agreement and completed the purchase of the house and lot within the contemplation thereof had the defendant been able to provide a good and marketable title thereto. The defendant being unable to fulfill its bargain, the plaintiffs are entitled to be reimbursed for their loss.

WHEREFORE, plaintiffs claim there is due and owing them from the defendant the following:

(a). The sum of \$5533.94, together with interest thereon on the component parts thereof from the time payments were made under the terms of the contract computed at the lawful rate.

(b). A sum in excess of \$6000.00 for maintenance, repairs and remodeling expenditures incurred by the plaintiffs for and on account of the premises during the period of their occupancy therein, together with interest thereon from the various dates said expenditures were incurred.

(c). The loss of their bargain, being the difference between \$13,500.00, and the sum of (a) and (b) above.

Clemens Simon  
(Clemens Simon)  
Joseph J. Lee  
(Joseph J. Lee)

Attorneys for Plaintiffs

STATE OF ARIZONA :  
: SS  
COUNTY OF :

RUSSELL L. GAIRIN and SHIRLEY L. GAIRIN, being duly sworn according to law, depose and say that the facts set forth in the within Complaint are true and correct to the best of their knowledge, information and belief.

Russell L. Gairin  
(Russell L. Gairin)

Shirley L. Gairin  
(Shirley L. Gairin)

Sworn and subscribed to before  
me this 18<sup>TH</sup> day of December, 1961

Bernard R. Ansprach  
NOTARY PUBLIC

My Commission Expires Nov. 16, 1964

# This Indenture,

Made the Twenty-fourth day of May in the year of our Lord, One Thousand Nine Hundred and Fifty-four.

Between ST. MARYS SAVINGS & LOAN ASSOCIATION, A corporation of the State of Pennsylvania, having its principal business office in the Borough of St. Marys, Elk County, Pennsylvania, party of the first part, AND EUGENE L. GAIRIN and CHARLOTTE L. GAIRIN, husband and wife, of DuBois, Clearfield County, Pennsylvania, parties

of the second part, Witnesseth, that the said party of the first part, in consideration of the covenants and agreements hereinafter contained, on the part of the said party of the second part to be kept and performed, has agreed and does hereby agree to sell and convey unto the said party of the second part all the land and premises herein-after mentioned and fully described, for the sum of **EIGHTY-SEVEN HUNDRED** ~~Eighty Seven~~ Dollars, to be paid as follows:

with interest at the rate of six per cent (6%) per annum on the unpaid balance, in monthly installments of Seventy (\$70.00) Dollars each, payable on the 24th day of each and every month, beginning on the 24th day of June, 1954, and continuing thereafter until the said principal sum and interest are fully paid, with the privilege unto the parties of the second part to anticipate and pay on any installment date all or any part of the principal and interest remaining unpaid.

It is agreed between the parties hereto that the party of the first part shall pay all taxes levied against the premises herein described, and all premiums of fire insurance on the improvements or the premises herein described, and shall apply the monthly installments paid by the parties of the second part to the payment of said taxes and fire insurance premiums before application of the same to the payment of principal and interest on the purchase price of the premises as hereinbefore set forth.

And upon payment of the above purchase price, with all accrued interest, the said party of the first part will, at ~~its~~ own

expense, make, execute and deliver to the said party of the second part a good and sufficient Deed, for the proper conveying and assuring of the said premises in fee simple, free from ~~any~~ encumbrances and dower or right of dower, such conveyance to contain the usual covenants of Warranty.

And the said party of the second part agrees with the said party of the first part to purchase the said premises and pay therefor the sum of **EIGHTY-SEVEN HUNDRED** ~~Eighty Seven~~ Dollars, in the manner and at the time hereinbefore provided.

AND IT IS FURTHER AGREED by and between said parties that possession of the said premises shall be delivered to the party of the second part, on the 25th day of May A. D. 19 54 until which time the party of the first part shall be entitled to have and receive the rents, issues, and profits thereof.

AND IT IS FURTHER AGREED by and between said parties that the taxes upon the said premises for the current year shall be pro rated between the parties in the proportion which the portion of the year which has expired before delivery of possession bears to that portion of the year which is to expire after delivery of possession; and the second part 1/2 pro rata share thereof shall be paid before the date for return of the same by the collector to the County Commissioners for non-payment.

AND IT IS FURTHER AGREED by and between said parties that the second party shall keep all buildings now standing and hereafter erected upon the said premises insured for the benefit of the first party in a sum not less than the total of all sums due hereon, and take out no insurance on said buildings not marked for the benefit of the first party; and pay all premiums becoming due on said insurance on the date that the same shall become due.

AND IT IS FURTHER AGREED by and between said parties that in case of default for thirty days in payment of any installment of the purchase price or interest as agreed to be paid, or upon default in the payment of any premium of insurance or of any tax assessed against the said premises, on the date when the same is herein agreed to be paid, or upon breach of any other covenant or condition hereof, that then and in any such case, the entire amount of the purchase price remaining unpaid shall at the option of the said first party, forthwith become due, payable, and collectible, with all interest, taxes, and premiums of insurance due as herein provided, together with an attorney's commission of ten percentum upon all of said sums thus due, and together with costs of suit.

AND IT IS FURTHER AGREED by and between the said parties, that if the said second party shall neglect or refuse to keep in force insurance as aforesaid, or to pay any premium of insurance when due, or to pay any tax upon the said premises on or before the date for return of the same by the collector to the County Commissioners for non-payment, that then and in any such case the said first party shall have a privilege, right or option to make good any such default by insuring the said buildings in an amount equal to the sum covenanted, and paying premiums of insurance thus incurred, or by paying any premiums of insurance remaining unpaid by the second party as aforesaid, or by paying any taxes remaining unpaid by the said second party as aforesaid, and upon exercise of said privilege, right, or option, any sums thus expended for any or all of said purposes shall be added to and become a part of the debt due from the second party to the first party hereunder, and shall be treated, taken and considered as such in all matters touching or concerning this contract, and in all proceedings had for enforcement of the liability hereon:

SAID SECOND PARTY does hereby confess judgment in favor of the above mentioned first party, for the full purchase price hereinbefore mentioned, with all fees and costs of entry, including an attorney fee and 5% commission upon all sums due hereon for collection, without defalcation or stay of execution, waiving the rights of inquisition and appeal, all rights under any present or future Exemption Laws of this Commonwealth, and all benefits from any and all errors in any and all proceedings had hereupon.

AND IT IS FURTHER AGREED by and between the said parties, that in case of default for 30 days in payment of any installment of the purchase price or interest as agreed to be paid, or upon default in the payment of any premium of insurance, or of any tax assessed against the said premises, on the date when the same is herein agreed to be paid, or upon breach of any other covenant or condition hereof, that then and in such case, all rights of the second party hereunder shall cease and terminate without affirmative action by the first party, and in such case the said second party hereby confesses judgment in ejectment and authorizes and empowers the Prothonotary of the Court of Common Pleas of CLEARFIELD County to enter a judgment in ejectment, in which the first party shall be Plaintiff, and said second party shall be Defendant, for the premises herein described, for which this agreement and an affidavit of default or breach made by the first party or 208 duly authorized representative shall be the said Prothonotary's sufficient warrant, and does authorize the immediate issuing of a writ of Habere Facias Possessionem with clause of Fieri Facias for the costs, and if for any reason after such action shall have been commenced the same shall be determined and possession of the premises shall remain in or be restored to the second party, second party confesses judgment in ejectment and authorizes the issuance of a writ of Habere Facias Possessionem in the manner hereinbefore set forth, upon any and all subsequent default or defaults, breach, or breaches.

AND IT IS FURTHER AGREED by and between the said parties, that the nonpayment of any payment after the same shall have become due and payable, it shall be deemed a waiver of the right to enforce any of the conditions of this contract thereafter. It is further understood and agreed that in event of any default by the second party, that all money's heretofore paid on this Agreement shall become the absolute property of the first party, and said second party hereby expressly waives the right to recover same or any part thereof.

AND IT IS FURTHER AGREED by and between the said parties that this agreement shall inure to the benefits of and be binding upon the heirs, devisees, legatees, personal representatives, successors and assigns of the parties hereto.

AND IT IS FURTHER AGREED by and between the said parties that the terms "Party of the First Part" and "Party of the Second Part," shall be construed to include the plural as well as the singular whenever there is more than one party of the first part or more than one party of the second part.

THE SAID PREMISES ARE SITUATE, BOUNDED AND DESCRIBED AS FOLLOWS:

ALL that certain parcel of land situated in the City of DuBois, County of Clearfield, State of Pennsylvania, at No. 214 East Weber Avenue, bounded and described as follows, to-wit:-

BEING the westerly part of Lot No. 164 which is situated on the south side of East Weber Avenue, being known as No. 214 East Weber Avenue, and being bounded on the north by East Weber Avenue; and on the east by the other part of the same lot, the property of S. S. Barrett and Cora Barrett, and being twenty-five (25) feet wide on East Weber Avenue, and extending southward to alley one hundred and fifty (150) feet, and being twenty-five (25) feet wide on said alley.

BEING THE SAME LAND WHICH CHARLES G. ABERNAN, Sheriff of Clearfield County, conveyed to the St. Marys Savings & Loan Association, by Sheriff's deed dated May 3, 1954, and recorded on May 14, 1954, in Clearfield County Deed Book 329 at page 263.

All gas, electric, heating and plumbing fixtures and installations whatever in any buildings upon the lands herein described are included in the ~~agreement~~.

At witness Whereof, the said parties to this Agreement have hereunto set their hands and  
the 1<sup>st</sup> day of the month first above written D. B. MARKS CAVITIES & LIME ASSOCIATION,

Signed, Sealed and Delivered      By  
in the presence of

Attest:-

President *Seal*

*Seal*

*Seal*

*Seal*

STATE OF PENNSYLVANIA,  
COUNTY OF ALLEGHENY.

SS:

In this, the \_\_\_\_\_ day of May, 1954, before me, a Notary Public in and for said county and state, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of St. Mary's Savings & Loan Association, a corporation, and that he as such \_\_\_\_\_ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him \_\_\_\_\_.

IN WITNESS WHEREOF, I, notary public,

NOTARY PUBLIC

NOTARY PUBLIC  
My commission expires January 7, 1955

Commonwealth of Pennsylvania  
County of ELK. } ss.

On this, the \_\_\_\_\_ day of May A. D. 19 54, before me  
a Notary Public, the undersigned Officer,  
personally appeared RUSSELL L. GAIRIN and SHIRLEY L. GAIRIN, Husband and Wife,  
known to me (or satisfactorily proven) to be the person 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.

State of \_\_\_\_\_ Title of Officer

County of \_\_\_\_\_ ss.

On this, the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 54, before me  
personally appeared \_\_\_\_\_ the undersigned Officer,  
known to me (or satisfactorily proven) to be the person whose name \_\_\_\_\_  
instrument, and acknowledged that he \_\_\_\_\_ executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

I Hereby Certify, that the precise residences and precise residence addresses of the first and second parties  
herein are as follows: St. Mary's Savings & Loan Association - St. Marys, Pa.,  
and Russell L. and Shirley L. Gairin - Dubois, Pennsylvania.

Agreement  
For Sale of Land

S. S. REC'D. SAVINGS & LOAN  
ASSOCIATION, INC.

10

RUSSELL L. GAIRIN and

SHIRLEY L. GAIRIN, Husband  
and Wife,

Commonwealth of Pennsylvania  
County of \_\_\_\_\_ ss.

Recorded on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 54, in the  
Recorder's Office of said County, in Deed Book \_\_\_\_\_ Volume \_\_\_\_\_ Page \_\_\_\_\_

Given under my hand and the seal of the said Office, the date above written.

Recorder

1-10-61  
Service accepted  
Dan L. Arnold

*Done & Ours*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 595 May Term, 1961  
Assumpsit

RUSSELL L. GAIRIN ET UX

VS

ST. MARYS SAVINGS & LOAN  
ASSOCIATION

C O M P L A I N T

TO THE WITHIN NAMED DEFENDANT:

You are hereby notified to  
plead to the within Complaint  
within twenty days after ser-  
vice hereof.

*John D. Lee*  
Attorney for Plaintiffs

*John D. Lee*  
JULY 1 1961

WM. T. HAGERTY  
PROTHONOTARY

JOSEPH J. LEE  
ATTORNEY-AT-LAW  
CLEARFIELD, PA.