

DOCKET NO. 175

Number      Term      Year

599      November      1961

Stephen C. Jusick, Irvin M.

Johnston, & Roy Garthwaite

**Versus**

Homer L. Wilson

Emaline E. Wilson

CLARENCE R. KRAMER  
Solicitor

JOHN M. KASHTOCK, JR.  
Deputy Sheriff

# County of Clearfield



WILLIAM CHARNEY, Sheriff  
CLEARFIELD, PA. 16830

Office  
765-4112

County Jail  
765-9531

January 20, 1972

Dear Sir:

We are in the process of returning all Writ of Executions to the Prothonotary's Office that are older than six (6) months. (See Rule Below)

Where there is a deposit, we will take our costs and either bill you for the balance or will refund a difference to you.

In those cases where a garnishee has been served, the banks will be notified to release the garnishee.

Very truly yours,

*William Charney*  
William Charney, Sheriff

## RULES OF CIVIL PROCEDURE

### Rule 3120. Abandonment of Levy

The sheriff may abandon the levy if

(1) the plaintiff fails to make payment promptly upon demand of the sheriff's proper fees and costs, or

✓ (2) sale of the property levied upon is not held within six (6) months after levy, unless the proceedings are stayed or the time for sale is extended by the court. Adopted March 30, 1960. Eff. Nov. 1, 1960.

### NOTE:

When this happens, we will send you a list of your Writs that are being returned by caption and number.



## TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Stephen C. Jusich, Irvin M. Johnston & Roy Garthwaite		No. 599	November Term, 1961	
		No. 36	November Term, 1961	
	vs			
Homer L. Wilson and Emaline E. Wilson				
RDR	3.75		Exe. Debt	\$165.00
Service	3.75		Int. from 1/10/62 to	
Levy	3.75		4/10/62	2.47
Milage	3.40		Use Attorney	14.50
Comm.	3.30		Attorney's Comm.	16.50
	<u>17.95</u>		Sheriff Costs	17.95
d/s	2.00			<u>216.42</u>

James B. Reese

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.



## TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
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Stephen C. Jusich, Irvin M.  
Johnston & Roy Garthwaite

No. 599 November Term, 1961  
No. 86 November Term, 1961

VS

Homer L. Wilson and  
Emaline E. Wilson

RDR	3.75
Service	3.75
Levy	3.75
Mileage	5.40
Comm.	5.30
<hr/> 17.95	
2.00	

Eks. Debt	6165.00
Int. from 1/10/62 to 4/10/62	2.47
Use Attorney	14.50
Attorney's Comm.	16.50
Sheriff Costs	17.95
<hr/> 216.42	

D. L.

James B. Roosé

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

P. L. Laws.

1923

Act No. 220, page 347.

# SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

3 ref  
1 Grill  
1 Stove  
1 Table Chairs Breakfast St.  
Cabinets, Silverware.  
Table Chairs,  
2 Double Coolers 1 Draft Cooler  
1 Piano, 2 Chair, Desk, 1 Hi-Fi  
2 Bed room Suite  
1 Sectional 1 Chair  
1 T.V. & Coffee Table.  
2 End Tables.  
1 Pontiac 1960 Convertible

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

Horner L. Wilson and Emaline E. Wilson.

James B. Reese Sheriff

Sheriff's Office, Clearfield, Pa., Feb. 5 1962 10 days

# 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

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

Sheriff

Writ of Possession

Stephen C. Jusick, Irvin M.  
Johnston & Roy Garthwaite

vs.

Homer L. Wilson  
Emaline E. Wilson

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

NO. 599 November

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 Stephen C. Jusick, Irvin M. Johnston & Roy Garthwaite

All of the certain lot or parcel of land located and situated along Route 322: approximately two (2) miles Northwest of the Borough of Philipsburg and lying on the right hand side of the said road, running toward Clfd., between the said highway and the Penna. RR, the same having erected thereon a two-story frame building which is operated as a restaurant and tavern with living quarters.

(Specifically describe property)

(2) To satisfy the costs against Homer L. Wilson and Emaline E. Wilson

you are directed to levy upon the following property

of

and sell his interest therein.

*Carl E. Stacker*  
Prothonotary



Deputy

Date February 1, 1962

Proth'y. No. 62

In compliance with Civil Procedure Rule No. 3120 the sheriff may abandon the levy if (1) etc.

(1) ~~the plaintiff fails to make payment promptly upon demand of the sheriff's proper fees and costs, or~~

(2) sale of the property levied upon is not held within six (6) months after levy, unless the proceedings are stayed or the time for sale is extended by the court. Adopted March 30, 1960. Eff. Nov. 1, 1960.

PROTHONOTARY

My Commission Expires  
1st Monday Oct. 1974

Signed,

*William Charney*  
William Charney, Sheriff

No. 599 November Term, 1961  
No. 36 November Term, 1961  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

at 2:45 P.M.

*James B. Rose*  
Sheriff

Stephen C. Jusick, Irvin M.

Johnston & Roy Garthwaite

vs.

Homer L. Wilson

Emaline E. Wilson

WRIT OF EXECUTION

Rent Due	EXECUTION DEBT
Interest from - - -	\$165.00
Prothonotary - - -	1/10/62
Use Attorney - -	14.50
Use Plaintiff - -	
Attorney's Comm. -	10%

WRIT OF POSSESSION

Satisfaction - - - - -  
Sheriff - - - - -  
\$20.00 ad. cost

FILED

FEB 21 1972

ARCHIE HILL  
PROTHONOTARY

RECEIVED WRIT THIS /<sup>21</sup>st day  
of February A. D. 1962

at 2:45 P.M.

*James B. Rose*  
Sheriff

Sheriff

Clifford A. Johnston  
Attorney(s) for Plaintiff(s)

Clifford A. Johnston  
Attorney for Plaintiff(s)

} IN THE COURT OF COMMON PLEAS  
} OF CLEARFIELD COUNTY, PENNSYLVANIA.  
} NO. 36 Nov. 2, 1961  
} Term, 1961

PRAECIPE FOR WRIT OF POSSESSION

To the Prothonotary:

Issue writ of possession in the above matter.

RCP 3254  
Proth'y. No. 65

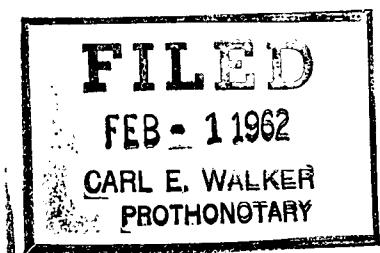
*John H. Shatto*  
John H. Shatto  
Attorney(s) for *John H. Shatto*

*193*

No. 36 Nov. Term, 1961

VS.

Praecipe for  
Writ of Possession



AGREEMENT OF LEASE

MADE AND ENTERED INTO this 10th day of November, 1961, by and between Stephen C. Jusick, Irvin M. Johnston and Roy Garthwaite, of Philipsburg, Centre County, Pennsylvania, Lessors and parties of the first part, and Homer L. Wilson and Emaline E. Wilson, his wife, of Philipsburg R. D., Pennsylvania, Lessees and parties of the second part.

WITNESSETH: The Lessors do hereby demise and let unto the Lessees all of the certain lot or parcel of land located and situated along Route 322 approximately two (2) miles Northwest of the Borough of Philipsburg and lying on the right hand side of the said road, running toward Clearfield, between the said highway and the Pennsylvania Railroad, the same having erected thereon a two-story frame building which is operated as a restaurant and tavern, the said land being in Decatur Township, Clearfield County, Pennsylvania, and to be used and occupied as a restaurant and tavern with living quarters and for no other purpose for the term of three (3) years, for a rental of One Hundred and Sixty-five (\$165.00) Dollars a month payable in monthly installments in advance during the term of this lease or any renewal thereof, the first payment thereon to be made with the signing of this agreement, upon the following conditions:

1. It is understood and agreed by and between the parties hereto that the Lessees during the term of this lease or any renewal thereof shall have the privilege of using as a parking lot all of the ground extending One Hundred (100) feet North, on the north side of the building and from that point for One Hundred (100) feet deep or in an easterly direction.

2. Lessees agree to pay as rent in addition to the minimum rental herein reserved any and all sums which may become due by reason of the failure of Lessees to comply with all of the covenants of this lease and any and all damages, costs and expenses which the Lessors may suffer or incur by reason of any default of the Lessees or failure of his part to comply with the covenants of this lease, and each of them, and also any and all damages to the demised premises caused by any act or neglect of the Lessees.

3. The Lessees further covenant and agree to pay for all utilities used upon the said premises with the exception of the water rent which will be paid by the Lessors.

4. Lessees covenant and agree that they will without demand keep the demised premises clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc. broken; keep all waste and drain pipes open; repair all damage to plumbing and to the premises in general; keep the same in good order and repair as they now are, reasonable wear and damage by accidental fire or other casualty not occurring through negligence of Lessees or those employed by or acting for Lessees alone excepted. The Lessees agree to surrender the demised premises in the same condition in which Lessees have herein agreed to keep the same during the continuance of this lease.

5. The Lessees covenant and agree to comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Lessees or their use of the demised premises, and save the Lessors harmless from penalties, costs or damages resulting from failure to do so.

6. The Lessees do covenant and agree to peaceably

deliver up and surrender possession of the demised premises to the Lessors at the expiration or sooner termination of this lease, promptly delivering the keys for the demised premises to Lessors at their office.

7. The Lessees shall not in any way assign, mortgage or pledge this lease or under-let or sub-lease the demised premises, or any part thereof, or permit any other person, firm, or corporation to occupy the demised premises, any part thereof, without the written consent of the Lessors. If the Lessees become embarrassed or insolvent, or make an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessees or a bill in equity or other proceeding for the appointment of a receiver for the Lessees is filed, then this shall be considered a violation of this covenant.

8. Lessees shall not erect any sign upon the said premises other than on the building itself without first obtaining the written approval of the Lessors.

9. Lessees shall not remove, attempt to remove or manifest an intention to remove Lessees' goods or property from or out of the demised premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessors for all rent which may become due during the entire term of this lease.

10. Lessors may at all reasonable times by themselves or their duly authorized agents go upon and inspect the demised premises and every part thereof, and/or at its option to make repairs, alterations and additions to the demised premises so long as the same shall not interfere with the business of the Lessees.

11. Lessees agree to be responsible for and to relieve and save the Lessors harmless from any liability by reason of any injury or damage to any person or property upon the demised premises.

12. Lessors have let the demised premises in their present condition and without any representations on the part of the Lessors. It is understood and agreed that Lessors are under no duty to make repairs or alterations at the time of letting. Lessors agree to keep in repair the roof, exterior walls and foundation only.

13. It is further agreed, that as often as default be made in the payment of any installment of rent when due, that the Lessors may proceed by Landlord's Warrant at any time after such default, and make collection of all rent then due, with costs of such proceeding, the said Lessees hereby waiving the benefit of all laws or usages exempting any property from liability for rent, and the Lessors not waiving any remedies given by existing laws. The Lessees hereby authorize any attorney of any court of record, as often as default be made in the payment of said rental, to appear for them and confess judgment or judgments against them for the amount of rent then due and unpaid, with attorneys' commission of ten (10) per cent, cost of suit, without stay of execution, waiving inquisition and exemption.

14. Upon the failure of the Lessees to pay the installments of rent as due, keep all the covenants of this lease, or remove from the premises at the determination of the same, then the Lessees hereby authorize and empower any attorney of any Court of Record of Pennsylvania, to appear in said Court and confess a judgment in an amicable action of ejectment for the premises above described, and authorize the immediate issuing of

Habere Facias Possessionem, with clause of Fi. Fa. for rent due and costs, without leave of Court.

15. In addition to the remedies hereinbefore set forth, the Lessors may upon any default or upon the failure of the Lessees to keep and perform all of the covenants in this lease, declare the same to be terminated immediately.

16. It is further agreed that in the event service of liquor and beer in Decatur Township is prohibited through local option, then this lease shall expire at such time as the liquor and beer license is revoked.

17. In the event the building herein demised is destroyed by fire, storm or wind to such an extent that the business of the Lessees cannot be carried on, rental for the said premises shall be suspended until such time as the said building is restored and fit for occupancy. In the event said restoration or repairs are not made within a period of ninety (90) days, then this lease shall cease and terminate.

18. It is further agreed that if all of the covenants and conditions of this lease are kept and performed the Lessees upon giving thirty (30) days notice to the Lessors before the expiration date of this lease, shall have the right to renew it if terms acceptable to both parties are agreed upon.

19. This lease shall be binding upon the heirs, assigns and personal representatives of the parties hereto as though the same had been mentioned throughout.

hands and seals the day and year first above written.

Stephen C. Jusick (SEAL)  
Stephen C. Jusick

Witnessed:

Irvin M. Johnston (SEAL)  
Irvin M. Johnston

Roy Garthwaite (SEAL)  
Roy Garthwaite

Homer L. Wilson (SEAL)  
Homer L. Wilson

Emaline E. Wilson (SEAL)  
Emaline E. Wilson

STATE OF PENNSYLVANIA : ss:  
COUNTY OF CENTRE : ss:

On this, the 1st day of November, 1961, before me, the undersigned officer, personally appeared Stephen C. Jusick, Irvin M. Johnston and Roy Garthwaite, known to me 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 have hereunto set my hand and notarial seal.

My commission expires  
January 7, 1963.

Clifford A. Johnston

STATE OF PENNSYLVANIA : ss:  
COUNTY OF CENTRE : ss:

On this, the 21st day of November, 1961, before me, the undersigned officer, personally appeared Homer L. Wilson and Emaline E. Wilson, known to me 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 have hereunto set my hand and notarial seal.

My commission expires  
January 7, 1963.

Clifford A. Johnston

599 Nov 1961

Dated: November 10, 1961

AGREEMENT OF LEASE

BETWEEN

STEPHEN C. JUSICK, IRVIN M.  
JOHNSTON & ROY GARTHWAITE

AND

HOMER L. WILSON and  
EMALINE E. WILSON

353  
SIXTY FIFTH STREET  
FEB - 1 1962  
GARTH E. WALKER  
PROTHONOTARY  
CLERK OF COURT  
JOHNSTON  
ATTORNEY AT LAW  
PHILIPSBURG, PENNA.

450 Atty