

DOCKET NO. 174

Number	Term	Year
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600	May	1961
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County National Bank at Clearfield

Versus

Ivan B. Litten

RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

WHEREAS, JOHN C. WEISGARBER and LUCIANA C. WEISGARBER on September 1, 1961 did purchase at a sale by Charles G. Ammerman, Sheriff of Clearfield County, on Judgment No. 600 May Term, 1961 and Writ of Execution No. 24 May Term, 1961 the premises hereinafter described,

AND WHEREAS, the aforesaid Judgment and Writ of Execution were issued against the hereinafter described property on the bond & warrant of Ivan L. Litten which bond & warrant accompanied the mortgage of Ivan L. Litten in favor of the County National Bank at Clearfield, Pennsylvania dated August 27, 1954 and recorded in Mortgage Book 162 at Page 382,

AND WHEREAS, the aforesaid County National Bank at Clearfield is the holder of judgments of record in the Office of the Prothonotary of Clearfield County, Pennsylvania against the said Ivan L. Litten in the following amounts:

<u>Number</u>	<u>Term</u>	<u>Amount</u>	<u>Date of Lien</u>
343	May 1958	\$ 3500.00	6/25/58
497	November 1960	1535.35	1/30/61
522	May 1961	863.04	7/18/61
600	May 1961	11,009.47	7/27/61

AND WHEREAS, the aforesaid mortgage and judgments have been discharged as to the premises hereinafter described by the aforesaid sheriff's sale and the said John C. Weisgarber and Luciana C. Weisgarber are desirous of having the premises hereinafter described released of record from the lien and operation of the aforesaid mortgage and judgments,

NOW THEREFORE KNOW YE, that the said County National Bank

at Clearfield as well in consideration of the premises as of the sum of One (\$1.00) Dollar, lawful money, to it in hand paid by the said John C. Weisgarber and Luciana C. Weisgarber at the time of the execution hereof, the receipt whereof is hereby acknowledged, has remised, released, quitclaimed, exonerated and discharged, and by these presents, does remise, release, quitclaim, exonerate and discharge unto the said John C. Weisgarber and Luciana C. Weisgarber, their heirs, executors, administrators and assigns, all that certain parcel or tract of land situate in Reed's Addition to Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Spruce Street and said Borough at the line of the Tyrone and Clearfield Railroad; thence by said railway South fifty-one (51°) degrees fifty (50') minutes West three hundred fifty-two and six tenths (352.6) feet to a post at Witmer Street, if said street be extended; thence by extended Witmer Street South fifty-four (54°) degrees fifty (50') minutes East one hundred fifty (150) feet to a post; thence by lands formerly of G. L. Reed North fifty-one (51°) degrees fifty-one (51') minutes East one hundred ninety-one and thirty-five hundredths (191.35) feet to a post at Spruce Street; thence by Spruce Street North two (2°) degrees twelve (12') minutes East one hundred ninety-one and forty-one hundredths (191.41) feet to place of beginning. Containing nine-tenths (9/10) of an acre.

BEING the same premises which the Sheriff of Clearfield County by his deed dated the 12th day of September, 1961, and recorded in Deed Book 491 at Page 383 conveyed to John C. Weisgarber and Luciana C. Weisgarber, husband and wife.

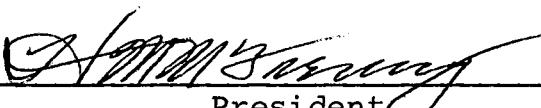
EXCEPTING AND RESERVING therefrom that part of the premises as was conveyed by Ivan L. Litten to Benson H. Lingle by deed dated February 14, 1958 in Deed Book 465 at Page 242.

TO HOLD, the same, with the appurtenances, unto the said John C. Weisgarber and Luciana C. Weisgarber, their heirs,

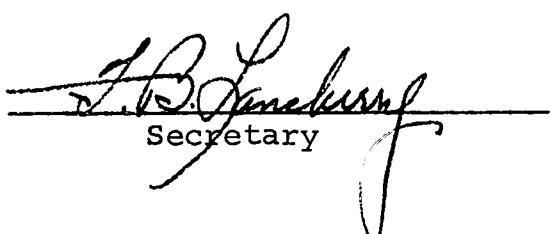
administrators, executors and assigns, forever freed, exonerated and discharged of and from the lien of the aforesaid mortgage and judgments.

IN WITNESS WHEREOF, the said County National Bank at Clearfield has caused this Release to be executed by its President, attested by its Secretary and its Corporate seal to be affixed this 28th day of *October*, in the year Nineteen Hundred and Sixty-one (1961).

COUNTY NATIONAL BANK AT CLEARFIELD

By 
President

ATTEST:


Secretary

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) (ss

On the 28th Day of Oct. , 1961, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the Borough of Clearfield, personally appeared

F. B. Lansberry , secretary of the said County National Bank at Clearfield, who being duly sworn according to law, says that he was personally present at the execution of the above Release, and saw the Common or corporate seal of the said County National Bank at Clearfield duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said County National Bank at Clearfield; that the said Release was duly sealed and delivered by H. M. M'Garvey , President of the said Corporation, as and for the act and deed of the said Corporation, and that the names of this deponent as secretary and subscribed to the above Release in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Sworn and subscribed before me,
the day and year aforesaid.
WITNESS my hand and notarial
seal.

Winifred C. Caldwell

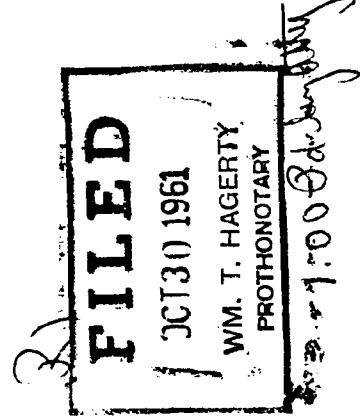
NOTARY PUBLIC
My Commission Expires January 7, 1963
Clearfield, Pa. Clearfield County

COUNTY NATIONAL BANK
AT CLEARFIELD

TO

JOHN C. WEISGARBER and
LUCIANA C. WEISGARBER

RELEASE



LAW OFFICES
AMMERMAN & BLAKLEY
CLEARFIELD, PENNSYLVANIA

THE COUNTY NATIONAL BANK
AT CLEARFIELD
vs.
IVAN L. LITTEN

State of Pennsylvania,
County of CLEARFIELD

In the Court of Common Pleas
of CLEARFIELD County,
of May Term, 19
No. 600

D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendant, bearing date the Tenth day of January A. D. 19 61, whereby the Defendant doth promise to pay to the said Plaintiff in installments the sum of Ten Thousand Four Hundred Eighty-five & 21/100 Dollars, for value received, with interest from January 10, 1961 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant, and after one or more declarations filed, to confess judgment against him and in favor of said Plaintiff for the said sum of Ten Thousand Four Hundred Eighty-five & 21/100 Dollars with interest from January 10, 1961 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: together with all waivers as contained in said contract,

of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant to the said Plaintiff, to wit: The sum of \$ 10,485.21 Attorneys' Commission 5% 524.26 Interest from January 10, 1961 11,009.47

SMITH, SMITH & WORK

BY:

Joseph P. Work
Attorney for Plaintiff

State of Pennsylvania,
County of CLEARFIELD

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, attorneys to appear for the Defendant in the stated action without writ, as of Term, 19, and therein confess judgment against him and in favor of The County National Bank at Clearfield the Plaintiff, for sum of Ten Thousand Four Hundred Eighty-five and 21/100 Dollars, with interest from January 10, 1961 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon together with all waivers

SMITH, SMITH & WORK

BY:

Joseph P. Work
Attorney for Defendant

To William T. Hagerty, Esq.,

Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor

is Clearfield, Pennsylvania.

SMITH, SMITH & WORK
BY:

Joseph J. Mark
Attorneys for Plaintiff

Court of Common Pleas
of CLEARFIELD County
May Term 1961

No. 600

THE COUNTY NATIONAL BANK

AT CLEARFIELD

vs.

IVAN L. LITTEN

D. S. B.

Note of Warrant of Attorney

Debt, - - - \$ 10,485.21

Interest, from 1-10-61

Atty's Com. - - - 524.26

Filed.....

SMITH, SMITH & WORK Prothonotary
BY: Joseph J. Mark
Attorneys for Plaintiff

5/21/61
7-00 AM-20K
JUL 21 1961

WM. T. HAGERTY
Prothonotary

3rd City

Know all Men by These Presents

THAT We, Ivan L. Litten and Ethel M. Litten, of Clearfield Borough, Clearfield County, Pennsylvania, Obligors, are

held and firmly bound unto THE COUNTY NATIONAL BANK at CLEARFIELD, a national banking association organized and existing under the laws of the United States of America, with its principal office and place of business in the Borough of Clearfield, Clearfield County, Pennsylvania; Obligee

in the sum of Twenty-two Thousand (\$22,000.00) Dollars

lawful money of the United States, to be paid to the said The County National Bank at Clearfield, its certain Attorneys, successors, or assigns, to which payment well and truly to be made,

we do bind our self, our heirs, executors or administrators, firmly by these Presents. Sealed with Seal, Dated the 27th day of August in the year of our Lord one thousand nine hundred and Fifty-four

The Condition of this Obligation is Such, That if the above bounden
Ivan L. Litten and Ethel M. Litten, their

heirs, executors, administrators or any of them, shall and do well and truly pay or cause to be paid unto the above named The County National Bank at Clearfield, its certain attorneys, successors or assigns, the just sum of Eleven Thousand (\$11,000.00) Dollars

lawful money as aforesaid, together with interest thereon, at the rate of six per cent., per annum; payments to be made at the rate of One hundred twenty-two and 13/100 (\$122.13) Dollars per Month

to be applied first to interest and the balance to principal, the entire unpaid balance to be paid ten years from the date hereof and also all premiums for maintaining an insurance against loss or damage by fire, to an amount of Eleven thousand (\$11,000.00)

Dollars, upon the premises described in the accompanying Indenture of Mortgage, without any fraud or further delay; and shall produce to the said The County National Bank at Clearfield, 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 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 the principal sum or any instalment thereof or interest for the space of thirty (30) days after the same shall fall due, or in the payment of any premium of insurance as aforesaid, or in such production to The County National Bank at Clearfield, its successors or assigns, on or before the First day of December of each and every year, of such receipts for such taxes of the current year upon the premises mortgaged; then and in such case the whole principal debt aforesaid, shall, at the option of the said The County National Bank at Clearfield, its successors or assigns, become due and payable immediately, and payment of said principal sum and all interest thereon, may be enforced and recovered at once, any thing herein contained to the contrary thereof notwithstanding.

And Provided, further, however, and it is hereby expressly agreed, that if at any time hereafter, by reason of any default in payment, of said principal sum or any instalment thereof at maturity, 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 (5) per cent., shall be payable, and shall be recovered in addition to all principal, interest and premiums of insurance then due, besides costs of suit.

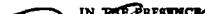
And further, I and/or we do by these presents empower any attorney of any court of record in the State of Pennsylvania, or elsewhere, to appear for me and/or us therein and confess judgment against me and/or us for the said penal sum, with costs of suit and release of all errors, and I and/or we do hereby waive the right of inquisition on real estate, and all laws exempting real or personal property from levy and sale on execution; I and/or we do hereby voluntarily condemn the same and authorize the Prothonotary to enter upon the Fieri Facias said voluntary condemnation; hereby waiving and releasing all relief from any and all exemption and stay laws now in force or which may hereafter be passed by the State of Pennsylvania and any other state, and the United States of America; and also the benefit of the present and any future bankrupt laws, and insolvent debtor's laws of any state and the United States; and further, I and/or we do hereby agree that any judgment entered by virtue of the power herein contained shall be final and conclusive, here-

by waiving the right of appeal, and writ of error and any and all errors in the entering of said judgment and execution issued thereon.

Sealed and Delivered

IN THE PRESENCE OF

IN THE PRESENCE OF



Ivan F. Litter



Ethel M. Littess



RECORD OF PAYMENTS

Bond and Marrant

IVAN L. LITTEN &

ETHEL M. LITTEN

THE COUNTY NATIONAL BANK AT
CLEARFIELD

10

Amount \$ 11,000.00

Interest payable Monthly.....

Principal payable... Monthly.....

THE COUNTY NATIONAL BANK
AT CLEARFIELD
Clearfield, Pennsylvania

Praeclipe for Writ of Execution - Money Judgments.

THE COUNTY NATIONAL BANK AT
CLEARFIELD
VS.
IVAN L. LITTEN

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

NO.

600 may
24

Term, 1961

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield County;
(2). against the following property _____ of defendant(s) and
~~(3). against the following property _____~~
(4). and index this writ
(a) against Ivan L. Litten

(Specifically describe property)

(If space insufficient attach extra sheets)

Attorneys' Commission 5%
(5). Amount due.

524.26
\$ 10,485.21

Interest from January 10, 1961

§

Costs (to be added)

SMITH, SMITH & WORK
BY: *Joseph*

Attorney for Plaintiff(s)

No. 600 May Term, 1961,
No. 24 May Term, 1961
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

THE COUNTY NATIONAL BANK

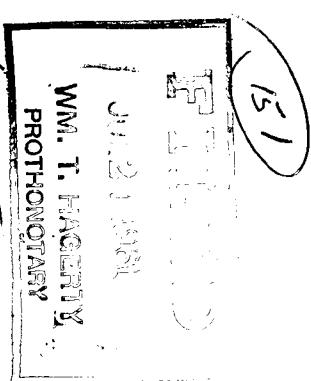
AT CLEARFIELD

vs.

IVAN L. LITTEN

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	\$10,485	21
Interest from - - -	1-10-61	
Prothonotary - - -		
Use Attorney - - -		
Use Plaintiff - - -		
Attorney's Comm. - - -	524.	26
Satisfaction - - -		
Sheriff - - - -		



W.M. T. HAGERTY

600 May

RECEIVED WRIT THIS day
of A. D., 19
at M.
Sheriff

SMITH, SMITH & WORK
BY: *John H. Smith*
Attorney for Plaintiff(s)

2nd Ward

Receipt for Taxes---1961
CLEARFIELD BOROUGH

August 14, 1961

No. 599

All taxes are due and payable to—LAURA B. FRANK, Tax Collector

23 South Second St., Clearfield, Pa. Prave Bldg., 2nd Floor, Room 1 Telephone: POplar 5-4902.

Office Hours:—Daily - 9:00 A. M. to 12 Noon and 1:30 P. M. to 4:00 P. M.
Closed Wednesday and Saturday at 12 Noon and all Legal Holidays.

Name Lettie Ivan L
Mailing Address 313 Spruce St
Address CLEARFIELD, PA.

ASSESSED VALUATION Real Estate \$10466 Item of Property Office, Storage Annex 1/2 A.

			Discount or Penalty
COUNTY—	7 Mills Real Estate Tax	<u>73 26</u>	
INSTITUTION DISTRICT—	1 1/2 Mills Real Estate Tax	<u>15 70</u>	
BOROUGH—	10 Mills Real Estate Tax	<u>104 66</u>	
SCHOOL—	22 Mills Real Estate Tax	<u>230 25</u>	
	Total Taxes	<u>423 87</u>	
	2% Discount	<u>8 48</u>	
	5% Penalty		
	AMOUNT DUE (with discount)	<u>415 39</u>	

Received Payment

Collector

Sept 14 1961

REAL ESTATE SALE

SCHEDULE OF DISTRIBUTION

NOW, September 1, 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 1st day of September 19 61, I exposed the within described real estate of Ivan L. Litten

to public vendue or outcry at which time and place I sold the same to John C. Weisgarber and Luciana C. Weisgarber he being the highest and best bidder, for the sum of \$15,000.00, and made the following appropriations, viz:

<u>To Debt</u>	<u>\$ 10,485.21</u>
<u>Interest</u>	<u>471.78</u>
<u>Attorney</u>	<u>12.50</u>
<u>Atty Com</u>	<u>524.26</u>
<u>Deed Costs</u>	<u>2.50</u>
<u>Sheriffs Deed</u> <u>5.00</u>	<u>Recorder of Deeds Mtr Sch</u> <u>1.00</u>
<u>Pro Ack Deed</u> <u>1.00</u>	<u>Clearfield Progress Adv</u> <u>78.36</u>
<u>Recording Deed</u> <u>6.20</u>	<u>Clearfield Progress SC</u> <u>6.50</u>
<u>St T Tax</u> <u>261.65</u>	<u>1961 Taxes Tax Col</u> <u>415.39</u>
<u>Rev St</u> <u>16.50</u>	<u>Sheriffs Costs</u> <u>109.00</u>
<u>Total</u> <u>290.35</u> --- <u>Deed Costs</u>	<u>290.35</u>
	<u>County National Bank at Clearfield</u>
	<u>on Judgment No. 451 November Term,</u>
	<u>1959, Date of Lien 1-8-60</u> <u>2,603.15</u>
	<u>Total</u> <u>15,000.00</u>

Now, September 12, 1961 no exceptions having been filed, I return this writ as per appropriations.

So Answers,

Charles G. Ammerman
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



Smith, Smith and Work

TO SHERIFF OF CLEARFIELD COUNTY, DR.

Clearfield Borough

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
County National Bank at Clearfield, Pa.		No. 600	May Term, 1961	
		No. 24	May Term, 1961	
vs				
Ivan L. Litten				
COSTS:				
Sheriffs Costs				
RDR	3.00	Execution Debt	\$ 10,485.21	
Service	3.00	Int fr 1/10/61	471.78	
Levy	3.00	Attorney	12.50	
Crying Sale	2.00	Atty Com	524.26	
Mileage	2.00	Pro List Liens	2.50	
Adv	3.00	Recorder of Deeds Mtr Sch	1.00	
Posting	3.00	Clearfield Progress Adv	78.36	
Com	<u>67.45</u> 90.00	Clearfield Progress SC	6.50	
Total	<u>86.45</u> 109.00	1961 Taxes Tal Col	415.39	
		Sheriffs Costs	<u>109.00</u> <u>86.45</u>	
		Deed Costs	<u>290.35</u>	
Deed Costs		Total	\$ 12,085.95	
Sheriffs Deed	5.00			
Pro Ack Deed	1.00			
Recording Deed	6.20			
St T Tax	<u>261.65</u>			
Rev St	<u>16.50</u>			
Total	<u>290.35</u>			
				12,396.85

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.

P. L. Laws.

1923

Act No. 220, page 347.

Smith, Smith and Work

TO SHERIFF OF CLEARFIELD COUNTY, DR.
Clearfield Borough

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
County National Bank at Clearfield, Pa.		No. 600	May Term, 1961	
		No. 24	May Term, 1961	
vs				
Ivan L. Litton				
COSTS:				
Sheriffs Costs				
RDR	3.00	Execution Debt		\$ 10,485.21
Service	3.00	Int fr 1/10/61		471.78
Levy	3.00	Attorney		12.50
Crying Sale	2.00	Atty Com		524.26
Mileage	2.00	Pro List Liens		2.50
Adv	3.00	Recorder of Deeds Mtr Sch		1.00
Posting	3.00	Clearfield Progress Adv		78.36
Com	<u>67.43</u>	Clearfield Progress SC		6.50
Total	<u>86.43</u>	1961 Taxes Tal Col		415.39
		Sheriffs Costs		86.43
		Deed Costs		
Deed Costs				
Sheriffs Deed	5.00	Total		\$ 12,083.93
Pro Ack Deed	1.00			
Recording Deed				
St T Tax				
Rev St				
Total				

CHARLES G. AMERMAN

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.

Smith, Smith and Work

TO SHERIFF OF CLEARFIELD COUNTY, DR.
Clearfield Borough

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
County National Bank at Clearfield, Pa.		No. 600	May Term, 1961	
		No. 24	May Term, 1961	
vs				
Ivan L. Litter				
COSTS:				
Sheriff's Costs				
RR	5.00		Execution Debt	\$ 10,485.81
Service	5.00		Int for 1/10/61	471.78
Levy	5.00		Attorney	12.50
Crying Sale	2.00		Atty Gen	504.36
Mileage	5.00		Pro List Licens	2.50
Adv	5.00		Recorder of Deeds Wtr Sch	1.00
Posting	5.00		Clearfield Progress Adv	78.34
Gen	57.45		Clearfield Progress 20	6.50
Total	86.45		1961 Taxes Tal Gal	415.59
			Sheriff's Costs	86.45
			Deed Costs	
			Total	\$ 10,685.86
Deed Costs				
Sheriff's Deed	5.00			
Pro Amt Deed	1.00			
Recording Deed				
St T Tax				
Rev St				
Total				

CHARLES G. ALBRECHT

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.



Smith Smith and Work

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
County National Bank at Clearfield, Pa.	vs Ivan L. Litten	No 600 May Term 1961 No 24 May Term 1961		
RDR,	\$3.00	Exec Debt		\$10,485.21
Levy	3.00	Int Fr 1/10/61		471.78
Service	3.00	Attorney		12.50
c/s d/s	2.00	Atty's Comm		524.25
Mileage	2.00	Sheriffs Costs		<u>70.43</u>
Comm	<u>67.43</u>	Total		\$11,564.18
Total	\$70.43			

Charles G. Amerman 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.

REAL ESTATE SALE

SCHEDULE OF DISTRIBUTION

NOW, September 1, 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 1st day of September 1961, I exposed the within described real estate of Ivan L. Litten to public vendue or outcry at which time and place I sold the same to John C. Weisgarber and Luciana C. Weisgarber he being the highest and best bidder, for the sum of \$15,000.00, and made the following appropriations, viz:

<u>To Debt</u>	<u>\$ 10,495.81</u>
<u>Interest</u>	<u>471.78</u>
<u>Attorney</u>	<u>12.00</u>
<u>Atty Com</u>	<u>304.98</u>
<u>Deed Costs</u>	<u>8.50</u>
<u>Sheriff's Deed</u> <u>6.00</u>	<u>Recorder of Deeds Mtr Sch</u> <u>1.00</u>
<u>Pro Ack Deed</u> <u>1.00</u>	<u>Clearfield Progress Adv</u> <u>78.36</u>
<u>Recording Deed</u> <u>6.00</u>	<u>Clearfield Progress Sc</u> <u>6.00</u>
<u>St T Tax</u> <u>261.65</u>	<u>1961 Taxes Tax Col</u> <u>418.50</u>
<u>Rev St</u> <u>16.00</u>	<u>Sheriff's Costs</u> <u>109.00</u>
<u>Total</u> <u>290.55</u> <u>--- Deed Costs</u>	<u>290.55</u>
<u>County National Bank at Clearfield</u>	
<u>on Judgment No. 451 November Term,</u>	
<u>1959, Date of Lien 1-8-60</u> <u>8,605.18</u>	
<u>Total</u>	<u>15,000.00</u>

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 C. AMERMAN

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
THE COUNTY NATIONAL BANK :
AT CLEARFIELD :
VS. : No. 600 May Term, 1961
IVAN L. LITTEN :
:

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA :
SS:
COUNTY OF CLEARFIELD :

F. B. LANSBERRY being duly sworn according to law, deposes and says as follows:

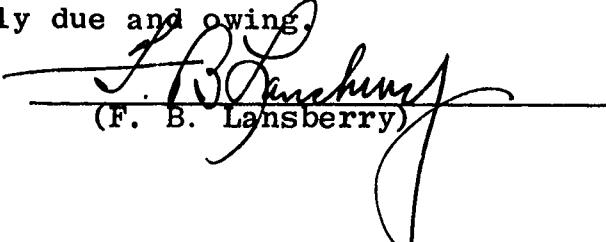
(1). That he is Vice President and Cashier of The County National Bank at Clearfield, and as such he is authorized to make this Affidavit.

(2). That the above named defendant, Ivan L. Litten, is indebted to The County National Bank at Clearfield, in the sum of Eleven Thousand (\$11,000.00) Dollars, with interest from January 10, 1960, costs of suit, and attorneys commission of five (5%) per cent., or Five Hundred and Fifty (\$550.00) Dollars for collection.

(3). That said obligation is past due and in default, and there remains a balance due thereon in the amount of Ten Thousand Four Hundred Eighty-five and 21/100 (\$10,485.21) Dollars,

(4). That the debtor has been requested, both orally and in writing to pay said obligation and clear up the defaults, but he has failed and neglected to do so, and as a result of said defaults, all of said obligation has become due and payable.

(5). Said defendant has no defense to said obligation, the same is past due and justly due and owing.


(F. B. Lansberry)

Subscribed and sworn to
before me this 25th day
of July, 1961.

Winifred C. Caldwell

NOTARY PUBLIC
My Commission Expires January 7, 1963
Clearfield, Pa. Clearfield County

CHARLES G. AMMERMAN
SHERIFF



MARVIN FINK
CHIEF DEPUTY SHERIFF

DAVID E. BLAKLEY
SOLICITOR

ALBERT POLEHONKI
DEPUTY SHERIFF

OFFICE OF THE
Sheriff of Clearfield County
CLEARFIELD, PENNSYLVANIA

August 8, 1961

Laura Frank
Tax Collector
23 S. 2nd St

Dear Madam:

Request that you notify this office immediately of the taxes due your office from the estate of Ivan L. Litten situate in Clearfield Borough.

Please indicate the date and amount that penalties become due

Very truly yours

Charles G. Ammerman
Charles G. Ammerman
Sheriff

Second Ward
Ivan L Litten

Year 1961

Statement # 599 — Amount to Oct 13- 415.39 *

Amount after Oct 13- 423.87

Beginning Dec 14
5% Penalty added

Laura B. Frank
Collector

TO DICK REED, DR.

REGISTER AND RECORDER



CLERK OF THE ORPHAN'S COURT

CLEARFIELD, PA

Aug 23 1961

ATTORNEY

*Chas. G. Amperman
Sheriff,
Clearfield, Pa*

No 68953

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

*Mortgage Search
Ivan L. Little*

100

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:

Ivan L. Litten to County National Bank at Clearfield - 162-382 -
\$11,000.00 - August 28, 1954 - Clearfield

In testimony Whereof, I have hereunto set my hand and official seal this..... 22..... day of
August....., A.D. 19.....61..... Time..... 2:14..... P.....M..... E.S.T.....

Dick Reed

RECORDER OF DEEDS

MY COMMISSION EXPIRES

FIRST MONDAY IN JANUARY 1964

List of Liens vs. Ivan L. Littten

In the Court of Common Pleas of Clearfield County

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.....

Ivan L. Litten
..... 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 18th day of

August, A. D. 19 61.

Wm. T. Hagerty Prothonotary

List of Liens

VERSUS

Ivan L. Litten

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, September 1, 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 Ivan L. Litten, Clearfield Borough, Clearfield County, Pa., at the suit of County National Bank at Clearfield, Pa., on Judgment No. 600 May Term, 1961, Writ of Execution No. 24 May 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. ALTMERMAN,
Sheriff

Directions to Newspaper

Clearfield Progress

(Please publish once a week for three successive weeks, beginning August 10, 1961)

Clearfield Progress to prepare ten (10) Sales Cards.

ALL that certain parcel or tract of land situate in Reed's Addition to Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of Spruce Street and said Borough at the line of the Tyrone and Clearfield Railroad; thence by said railway South fifty-one (51) degrees fifty (50) minutes West 352.6 feet to a post at Witmer Street, if said street be extended; thence by extended Witmer Street South fifty-four (54) degrees fifty (50) minutes East one hundred fifty (150) feet, to a post; thence by lands formerly of G. L. Reed North fifty-one (51) degrees fifty-one (51) minutes East 191.35 feet to a post at Spruce Street; thence by Spruce Street North two (2) degrees twelve (12) minutes East 191.41 feet to place of beginning. Containing nine-tenths (9/10) of an acre.

BEING the same premises as was conveyed to Ivan L. Litten and Ethel M. Litten, by deed of the Clearfield Trust Company, Trustee, dated March 22, 1943, and recorded in Deed Book 349, page 402.

THE COUNTY NATIONAL BANK AT CLEARFIELD

VS.

600 May Term 1961

IVAN L. LITTEN

EXCEPTING AND RESERVING therefrom the premises as were conveyed by Ivan Litten to Benson H. Lingle by deed dated February 14, 1958 and more particularly described as follows:

BEGINNING at a post at intersection of line of Witmer Street and right-of-way of Pennsylvania Railroad; thence by line of Witmer Street South fifty-four (54) degrees fifty (50) minutes East one hundred and fifty (150) feet to a post; thence by line of land formerly of G. L. Reed North fifty-one (51) degrees fifty (50) minutes East (191.35) feet to a post at Spruce Street; thence by line of Spruce Street North two (2) degrees twelve (12) minutes East thirty-seven (37) feet to a post; thence by other land of the grantor herein South seventy-five (75) degrees thirty-five (35) minutes West 118 feet to a post; thence by the arc of a circle having a twenty (20) foot radius to a post; thence still by other land of grantor herein North eighteen (18) degrees forty-five (45) minutes West (59.1) to right-of-way of Pennsylvania Railroad; thence by said railroad South fifty-one (51) degrees fifty (50) minutes West 182 feet to post in intersection of Witmer Street and place of beginning. Having erected thereon a lumber shed approximately sixty (60) feet by one hundred (100) feet, a coal ramp and siding to Spruce Street end.

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

as described

Seized, taken in execution, and to be sold as the property of
Ivan L. Litten


CHARLES G. AMMERMAN Sheriff

Sheriff's Office, Clearfield, Pa., July 28, 1961

Writ of Execution - Money Judgments.

County National Bank at Clearfield
vs.

Ivan L. Litten

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

NO. 24 May

Term, 1961

WRIT OF EXECUTION

Commonwealth of Pennsylvania }
County of Clearfield } SS:

ss:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Ivan L. Litten

..., defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein;

(2) You are also directed to attack the following property of the defendant not levied upon in the possession of _____, xas per this back

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$10,485.21

Costs (to be added) Attorneys \$ 10.50

Prothonotary



Date July 27, 1961

Proth'y. No. 64

No. 600 May Term, 1961
No. 24. May Term, 1961

IN THE COURT OF COMMON

PLEAS, CLEARFIELD COUNTY,

PENNSYLVANIA.

County National Bank at

Clearfield, Pa.

vs.

Ivan L. Litten

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT \$10,485.21

Interest from - - - 1/10/61

Prothonotary - - -

Use Attorney - - 12.50

WRIT OF EXECUTION

Use Plaintiff - -

Attorney's Comm. - - 524.26

Satisfaction - - - 2.00

RECORDE OF DEEDS - - - 1.00

Sheriff - - - 100.00

RECEIVED WRIT THIS 27 day
of July A. D., 1961,
at *John H. Mancuso*
Sheriff

Smith, Smith & Work
Attorney(s) for Plaintiff(s)

Smith, Smith & Work
Attorney for Plaintiff(s)

333

SHERIFF'S SALE
OF VALUABLE REAL ESTATE
By virtue of Writ of Execution
issued out of the Court of Common
Pleas of Clearfield County, Penn-
sylvania 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, September 1, 1961,
At 10:00 o'clock A. M. (Daylight
Saving Time)

THE FOLLOWING DESCRIBED
PROPERTY TO WIT:

ALL that certain parcel or tract
of land situate in Reed's Addition
to Clearfield Borough, Clearfield
County, Pennsylvania, bounded and
described as follows:

BEGINNING at the intersection of
Spruce Street and said Borough
at the line of the Tyrone and Clear-
field Railroad; thence by said rail-
way South fifty-one (51) degrees
fifty (50) minutes West 352.6 feet
to a post at Witmer Street, if said
street be extended; thence by ex-
tended Witmer Street South fifty-
four (54) degrees fifty (50) minutes
East one hundred fifty (150) feet,
to a post; thence by lands for-
merly of G. L. Reed North fifty-
one (51) degrees fifty - one (51)
minutes East 191.35 feet, to a post
at Spruce Street; thence by Spruce
Street North two (2) degrees twelve
(12) minutes East 191.41 feet
to place of beginning. Containing nine-
tenths (9/10) of an acre.

BEING the same premises as
was conveyed to Ivan L. Litten
and Ethel M. Litten, by deed of
the Clearfield Trust Company,
Trustee, dated March 22, 1943, and
recorded in Deed Book 349, page
402.

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

On this 24th day of August, 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

August 10, 17 and 24, 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.

(Mrs) Margaret M. Newell
Notary Public NOTARY PUBLIC
My Commission Expires Commission Expires March 20, 1962
Clearfield, Penna. Clearfield, Pa. Clearfield County

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BEGINNING at a post at intersection of line of Witmer Street and right-of-way of Pennsylvania Railroad; thence by line of Witmer Street South fifty-four (54) degrees fifty (50) minutes East one hundred and fifty (150) feet to a post; hence by line of land formerly of G. L. Reed North fifty-one (51) degrees fifty (50) minutes East (191.35) feet to a post at Spruce Street; thence by line of Spruce Street North two (2) degrees twelve (12) minutes East thirty-seven (37) feet to a post; thence by other land of the grantor herein South seventy-five (75) degrees thirty-five (35) minutes West 118 feet to a post; thence by the arc of a circle having a twenty (20) foot radius to a post; thence still by other land of grantor herein North eighteen (18) degrees forty-five (45) minutes West (59.1) to right-of-way of Pennsylvania Railroad; thence by said railroad South fifty-one (51) degrees fifty (50) minutes West 182 feet to post in intersection of Witmer Street and place of beginning. Having erected thereon a lumber shed approximately sixty (60) feet by one hundred (100) feet, a coal ramp and siding to Spruce Street end.

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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. 8:10-17-24-b

17141

THE PROGRESS

CLEARFIELD, PA., August 8, 1961

CHARLES G. AMMERMAN, SHERIFF

c/o Sheriff's Office

Clearfield County Courthouse

Clearfield, Pennsylvania

Date	Inches	Words
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		

To Accounts Rendered

Inches @
Words @

Miscellaneous

Sheriff Sale Cards

Litter Property \$ 6 50

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

DATE	INCHES	LINES	WORDS
1			
2			
3			
4			
5			
6			
7			
8			
9			
10	653		
11			
12			
13			
14			
15			
16			
17	653		
18			
19			
20			
21			
22			
23			
24	653		
25			
26			
27			
28			
29			
30			
31			
TOTAL			

THE N° 15273
 PROGRESS

CLEARFIELD, PA. August 8, 1961 X

CHARLES G. AMMERMAN, SHERIFF
 c/o Sheriff's Office
 Clearfield County Courthouse
 Clearfield, Pennsylvania

To Accounts Rendered

Inches @

Lines @

1959 Words @ .04

\$ 78 36

Miscellaneous

SHERIFF SALE OF VALUABLE

REAL ESTATE

Litten Property