

DOCKET NO. 175

Number	Term	Year
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600	November	1961
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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

January 20, 1972

County Jail
765-9531

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. Jusick, Irvin M. Johnston & Roy Garthwaite vs Homer L. Wilson and Emaline E. Wilson		No. 600 No. 37	November Term, 1961 November Term, 1961	
RDR	3.75	Exe. Debt		\$830.00
Service	3.75	Use Attorney		14.50
Levy	2.00	Attorney's Commission		83.00
c/s	2.00	Sheriff Costs		31.50
Milage	3.40	Int. from 1/10/62 to		
Comm.	<u>16.60</u>	4/6/62		12.45
Total	31.50			\$
d.s.	2.00			<u>971.45</u>

James B. Reese

SHERIFF

Please Give This Prompt Attention

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.

Return this Bill with Remittance

Sheriff's Sale

By virtue of A WRIT _____ Of Execution _____
issued out of the Court of Common Pleas of Clearfield County,
Pennsylvania and to me directed, there will be exposed to Public
Sale, at the _____ Place of Business (Route 322-2 miles NW of Philipsburg)
located in the _____ Township _____ of _____ Decatur _____
on _____ Tuesday _____ the _____ 27th _____ day of _____ February _____
A. D. 19 _____⁶², at _____ 2:00 _____ o'clock, _____ P. M. _____ the
following property:

3 Refrigerators
1 Grill
1 S. Tove
1 Breakfast & Chairs
Cabinets & Silverware
Table & Chairs
2 Double Coolers
1 Draft Cooler
1 Piano
2 Chairs
1 Desk
1 HI-FI
2 Bedroom Suites
1 Sectional
1 Chair
1 T.V.
1 Coffee Table
2 End Tables
1 Pontiac Convertible (1960)

SALE CONTINUED TO

MAR 12 1962

SALE CONTINUED TO

Indefinite

AND ALL OTHER PERSONAL PROPERTY BELONGING
TO THE DEFENDANTS AND NOT ENUMERATED HEREON.

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

Homer L. Wilson and Emaline E. Wilson

James B. Reese

, Sheriff

Sheriff's Office, Clearfield, Pa., February 14, 1962

NOTICE: All claims to the property must be filed with the sheriff before sale and all claims to the proceeds before distribution; a sheriff's schedule of distribution will be on file in his office, five (5) days after sale; and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

Sheriff's Sale

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By virtue of A WRIT Of Execution
issued out of the Court of Common Pleas of Clearfield County,
Pennsylvania and to me directed, there will be exposed to Public
Sale, at the Place of Business (Route 322-2 miles NW of Philipsburg)
located in the Township of Decatur
on Tuesday the 27th day of February
A. D. 1962, at 2:00 o'clock, P. M. the
following property:

3 Refrigerators
1 Grill
1 S tove
1 Breakfast & Chairs
Cabinets & Silverware
Table & Chairs
2 Double Coolers
1 Draft Cooler
1 Piano
2 Chairs
1 Desk
1 HI-FI
2 Bedroom Suits
1 Sectional
1 Chair
1 T.V.
1 Coffee Table
2 End Tables
1 Pontiac Convertible (1960)

TO THE DEFENDANTS AND NOT ENUMERATED HEREBY
AND ALL OTHER PERSONAL PROPERTY BELONGING

SALE CONTINUED TO

March 12, 1962

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

Homer L. Wilson and Emaline E. Wilson

James B. Reese

, Sheriff

Sheriff's Office, Clearfield, Pa., Feb 14, 1962

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TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Stephen C. Jusick, Irvin L. Johnston & Roy Garthwaite	vs	No. 600	November Term, 1961	
	Homer L. Wilson and	No. 37	November Term, 1961	
	Emaline E. Wilson			
RDR	3.75	Exe. Debt		\$830.00
Service	3.75	Use Attorney		14.50
Levy	2.00	Attorney's Commission		83.00
c/s	2.00	Sheriff Costs		31.50
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Comm.	<u>16.60</u>	4/6/62		12.45
Total	31.60			<u>\$971.45</u>
D. A.	1.00			

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.

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 Breakfast set & Chairs
Cabinets, Silverware
Table and Chairs
2 Double Coolers
1 Draft Cooler
1 Piano
2 Chairs
1 Desk.
1 Hi-Fi
2 Bedroom units
1 Sectional
1 Chair
1 J.V.
1 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

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 and Roy Garthwaite

vs.

Homer L. Wilson and
Emaline E. Wilson

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

NO. 600 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

(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 Jan. 1974

Signed,

William Charney
William Charney, Sheriff

No. 600 November Term, 1961
No. 37 November Term, 1961
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

RECEIVED WRIT THIS / day
of January A. D., 1962,
at 2:45 P.M.

James B. Reese
Sheriff

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

vs.

Homer L. Wilson and

EmaLine E. Wilson

WRIT OF EXECUTION

EXECUTION DEBT	\$830.00
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Interest from	- - -
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Prothonotary	- - -
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Use Attorney	- -
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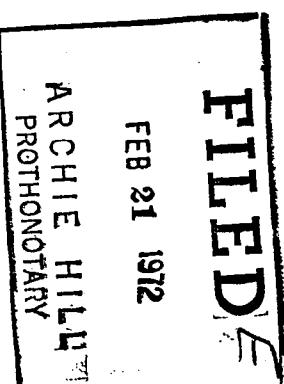
Use Plaintiff	- -
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Attorney's Comm.	-
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Satisfaction	- - -
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Sheriff	- - -
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20.00	
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Clifford A. Johnston
Attorney(s) for Plaintiff(s)

Clifford A. Johnston
Attorney for Plaintiff(s)

SIGN THIS BLANK FOR SATISFACTION

Received on March 12, 1962, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

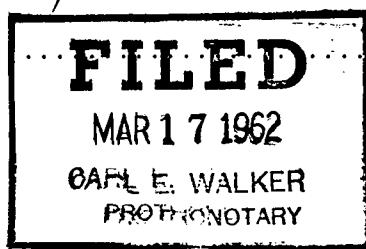
Clyde Johnston
Witness

Ray Gauthier
Dickie Grace
Wm. Phinney
Plaintiff

SIGN THIS BLANK FOR ASSIGNMENT

Now,, 19, for value received hereby assign; transfer and set over to
Address Assignee
..... of
above Judgment, Debt, Interest and Costs without recourse.

.....
Witness



150 by Clyde A. Johnston

STATEMENT OF JUDGMENT

Docket No. 175

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

✓ Stephen C. Jusick, Irvin M. Johnston and Roy Garthwaite	No. 600	TERM November 19 61.
	Penal Debt	\$
	Real Debt	Rent Due \$ 830.00
	Atty's Com.	10% \$
	Int. from	January 10, 1962
VERSUS	Entry & Tax	By Atty. \$ 4.50
✓ Homer L. Wilson and	Att'y Docket	\$ 3.00
✓ Eme line E. Wilson	Satisfaction Fee	\$ 1.50 1.00
	Assignment Fee	\$ 2.00 1.00
	Instrument	Agreement
	Date of Same	September 27 19 61.
	Date Due	Monthly 19
	Expires	February 1 19 67.
Entered of Record	1st day of February	1962 10:45 AM EST
Certified from Record	1st day of February	1962

Carl E. Walker
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA.
} 600 May 2, 1961
} NO. 37 Term, 1961

PRAECIPE FOR WRIT OF POSSESSION

To the Prothonotary:

Issue writ of possession in the above matter.

RCP 3254

Proth'y. No. 65

Elmer J. Prothot

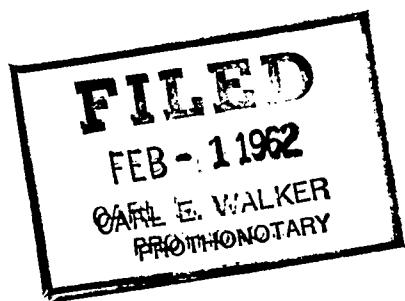
Attorney(s) for *John C. Smith, Jr. and others*
John C. Smith, Jr.

194

No. 37 Nov Term, 1961

VS.

Praeclipe for
Writ of Possession



MEMO FROM THE DESK OF
CLIFFORD A. JOHNSTON
C. P. A., Attorney-at-Law
PHILIPSBURG, PA.

599 (2)

Jan 10-165

600

830

9.9

1010

Costs

Get from 1/10/68

A G R E E M E N T

THIS AGREEMENT, made and entered into this 27th day of September, 1961, by and between Stephen C. Jusick, Irvin M. Johnston and Roy Garthwaite, of Philipsburg, Centre County, Pennsylvania, parties of the first part, and Homer L. Wilson and Emaline E. Wilson, his wife, of R. D. Philipsburg, Pennsylvania, parties of the second part.

WITNESSETH:

(1). Parties of the first part in consideration of the promises, covenants and conditions hereinafter mentioned, agree to advance the sum of Nine Hundred (\$900.00) Dollars to parties of the second part for the payment of debts and legal costs which the parties of the second part owe. Receipt of the said Nine Hundred (\$900.00) Dollars is hereby acknowledged by parties of the second part.

(2). Parties of the second part hereby agree to repay the above sum advanced by parties of the first part in equal installments of Thirty-five (\$35.00) Dollars per month on the first day of every month beginning November 1st, 1961, including interest on the unpaid monthly balance at the rate of six (6%) per cent.

(3). Parties of the second part further agree that while any of the above obligation remains unpaid, or while any other amounts are owed to parties of the first part for rent or other charges, parties of the second part will not sell, assign or transfer the licenses now held by them under permission of the Pennsylvania Liquor Control Board, to any party or parties

other than parties of the first part without first making payment in full of all of the above obligations.

(4). In the event that parties of the second part wish to discontinue the restaurant and tavern now operated by them on the premises of the parties of the first part, and cannot make payment in full of the above obligations, the licenses and equipment shall be sold, assigned and transferred to parties of the first part. Parties of the second part hereby agree to execute any and all papers necessary for such sale and transfer.

(5). In the event that there is any default in any of the above payments when due, parties of the second part hereby authorize any attorney of any court of record, as often as default be made, to appear for them and confess judgment or judgments against them for the amount then due and unpaid, with attorney's commission of ten (10%) per cent, costs of suit, without stay of execution, waiving inquisition and exemption.

(6). This agreement shall be binding upon the heirs, assigns and personal representatives of the parties hereto as though the same had been mentioned throughout.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Clifford A. Johnston (SEAL)
Roy G. Thwaite (SEAL)
W. M. Johnston (SEAL)

James D. Wilson (SEAL)
Emeline E. Wilson (SEAL)

600 Med 1961

Dated: September 27, 1961

A G R E E M E N T

BETWEEN

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

252
S/e/LR

A
N
D

HOMER I. WILSON and
EMAILINE **FILED**
FEB 1 1962
CARL E. WALKER
CLIFFORD BROWNSTON
ATTORNEY AT LAW
PHILIPSBURG, PENNA.

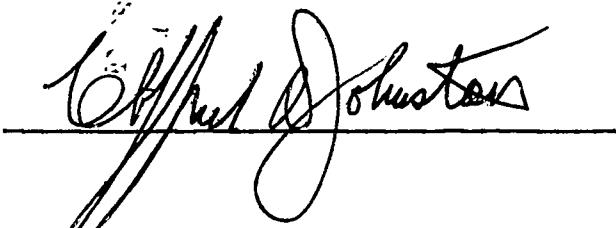
450 CUM

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CENTRE :

On this, the 27th day of September, 1961, before me, the undersigned officer, personally appeared Stephen C. Jusick, Irvin M. Johnston and Roy Garthwaite, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the attached instrument and acknowledged that they executed the same for the purposes therein contained.

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

My commission expires
January 7, 1963.

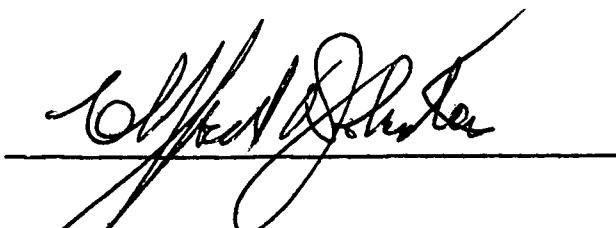


COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Centre :

On this, the 27 day of September, 1961, before me, the undersigned officer, personally appeared Homer L. Wilson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached instrument and acknowledged that he executed the same for the purposes therein contained.

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

My commission expires
Jan 7, 1963.



COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Centre :

On this, the 27 day of September, 1961, before me, the undersigned officer, personally appeared Emaline E. Wilson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached instrument and acknowledged that she executed the same for the purposes therein contained.

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

My commission expires
Jan 7, 1963.

