

DOCKET NO. 174

Number	Term	Year
606	May	1961

Moore, Wilson & Eshelman, Inc.

Versus

Chester A. Ogden

Mona Jean Ogden

Clearfield, Pa.,

July 26 1961 No.

Three days after date we or either of us promise to pay to
Moore Wilson & Eshelman Inc. or its assigns \$ 2460 58
Twenty-four hundred sixty and 58/100 Dollars

at THE COUNTY NATIONAL BANK AT CLEARFIELD, PA.

without defalcation, value received, hereby expressly waiving inquisition, stay of execution and the benefits of all exemption laws, and we further empower the holder or any Attorney of any Court of Record within the United States to appear for us and confess judgment against us for the above sum with above waivers, costs of suits, release of errors and with ten per cent Attorney's Commission.

Coal Hill Road, Clear Pa
ADDRESS
PO Box 966

N-7 5M 1-61

✓ Charles R. Olson
Mona Jean Ogden

SEAL

DUE

SEAL

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand s and seal s of the Defendants , bearing date the 26th day of July A. D. 19 61 , whereby the Defendant doth promise to pay to the said Plaintiff three days after date the sum of Twenty-four Hundred Sixty and 58/100 Dollars, for value received, with interest from July 26, 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 s , and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of Twenty-four hundred sixty and 58/100 Dollars with interest from July 26, 1961 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: See note attached for complete waivers

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 \$ 2460.58

Interest from July 26, 1961

Attorneys' comm. 10% 246.06

Frank J. Smith
Attorney for Plaintiff

State of Pennsylvania, { ss.
County of CLEARFIELD

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, we, SMITH, SMITH & WORK, attorneys for the Defendants in the stated action without writ, as of Term, 19 61 , and therein confess judgment against defendants and in favor of Moore, Wilson & Eshelman, Inc., the Plaintiff , for sum of (\$2706.64) Twenty-seven Hundred Six and 64/100// Dollars, with interest from July 26, 1961 on \$2460.58 thereof, with costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon. See note attached for complete waivers

Frank J. Smith
Attorney for Defendants

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 Cor. Market & 2nd. Sts., Clearfield, Pa. and that of the judgment
debtors Coal Hill Road, P.O. Box 966, *Franklin Smith*
Clearfield, Pa.

Attnorneys for Plaintiff

Court of Common Pleas
of CLEARFIELD County
May Term 1961
No. 606

MOORE, WILSON & GESHELMAN, INC.

vs.
CHESTER A. OGDEN and
MONA JEAN OGDEN

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$2460.58

Interest, Fr. -

5/1 July 26, '61

Atty's Com. 10% 246.06

Filed *283* 2/3 M. E. T. D. 10/6/61

2/3 M. E. T. D.

2/3 M. E. T. D.

2/3 M. E. T. D.
Prothonotary
SMITH, SMITH & WORK
PROTHONOTARY Attorney for Plaintiff

3rd Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MOORE, WILSON & ESHELMAN, INC. :
VS. : No. 606 May Term, 1961
CHESTER A. OGDEN and MONA JEAN OGDEN :
:

SUBORDINATION OF JUDGMENT

WHEREAS, Moore, Wilson & Eshelman, Inc. has a Judgment in the Court of Common Pleas of Clearfield County, Pennsylvania, against Chester A. Ogden and Mona Jean Ogden to No. 606 May Term, 1961, for the sum of Two Thousand Four Hundred Sixty and 58/100 (\$2,460.58) Dollars and costs, which Judgment now remains a lien on all the real estate of the said Chester A. Ogden and Mona Jean Ogden, his wife, within the County of Clearfield, Pennsylvania.

WHEREAS, the said Chester A. Ogden and Mona Jean Ogden, his wife, have executed a Bond and Mortgage in favor of The Clearfield Trust Company, Clearfield, Pennsylvania, in the sum of Seven Thousand (\$7,000.00) Dollars, which is the principal amount of said Bond and Mortgage, said Bond and Mortgage being dated the 18th day of June, 1963. The said Mortgage herein mentioned was recorded on the 19th day of June, 1963.

WHEREAS, the said Chester A. Ogden and Mona Jean Ogden have requested that the lien of Moore, Wilson & Eshelman, Inc. under their Judgment be subordinated to the lien of the Mortgage of The Clearfield Trust Company, hereinbefore mentioned, and that the lien of the said Judgment shall be a subordinate and secondary lien against the property of Chester A. Ogden and Mona Jean Ogden described in the aforesaid Mortgage, and the lien of the Mortgage to The Clearfield Trust Company shall be the first lien against the said premises.

NOW, KNOW YE, that the said Moore, Wilson & Eshelman, Inc.,

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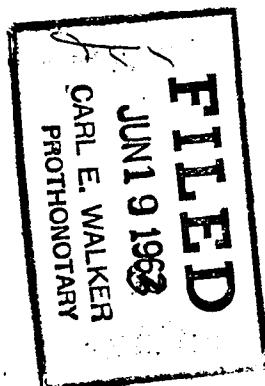
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 606 May Term, 1961

MOORE, WILSON & ESHEDMAN, INC.

VS.

CHESTER A. OGDEN and ^WMONA JEAN
OGDEN

SUBORDINATION OF JUDGMENT



BELL, SILBERBLATT & SWOOPRE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

COMMERCIAL PRINTING CO., CLEARFIELD, PA

160 J. 160

favoring the request of the said Chester A. Ogden and Mona Jean Ogden, and in consideration of the sum of One (\$1.00) Dollar lawful money of the United States at the execution hereof by the said Chester A. Ogden and Mona Jean Ogden well and truly paid, the receipt whereof is hereby acknowledged, has subordinated and does hereby subordinate the lien of the within Judgment of Moore, Wilson & Eshelman, Inc. in favor of the lien of the Mortgage of the said Chester A. Ogden and Mona Jean Ogden to the said The Clearfield Trust Company, and that the lien of the said Judgment of Moore, Wilson & Eshelman, Inc. against the property of the said Chester A. Ogden and Mona Jean Ogden shall be a subsequent lien and following in priority the lien of the Mortgage hereinbefore mentioned, provided, however, that nothing herein contained shall be construed so as to impair the operation of the Judgment of Moore, Wilson & Eshelman, Inc. as a second lien against the real estate before described of Chester A. Ogden and Mona Jean Ogden, but the said Judgment shall continue as a lien against the said real estate described subsequent to and following in priority the lien of the Mortgage to The Clearfield Trust Company and shall retain its priority against all other real estate of the said Chester A. Ogden and Mona Jean Ogden.

IN WITNESS WHEREOF, the said Moore, Wilson & Eshelman, Inc. has caused this instrument to be duly executed by its President and duly attested and a corporate seal affixed hereto by its Secretary on this 17th day of June, 1963.

ATTEST:

Sam L. Phillips
Secretary

MOORE, WILSON & ESHELMAN, INC.
By

W. L. Moore Jr.
Vice-President