

DOCKET NO. 174

Number            Term            Year

653                May             1961

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Amos L. Dolby

---

Lamyrna Dolby

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Versus

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Howard A. Spencer and

---

Blanche R. Spencer t/a

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Spencer Construction Company

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

Amos L. Dolby and  
Lamyna Dolby 61

Vs.

Howard A. Spencer and Blanche  
R. Spencer, Trading as  
Spencer Construction Company

EE 174 ✓

No. 653 May Term, 1961.

WARRANT TO SATISFY JUDGMENT.

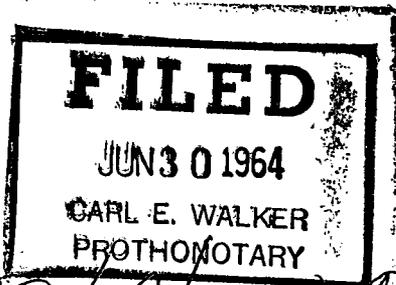
Now, June 29, 1964, having received settlement in full  
of the above judgment we hereby direct the judgment be satisfied  
of record upon the defendants paying the costs.

Witness:

*Arnold Dolby*

*Amos L Dolby*  
*Lamyna Dolby*

Clarion, Pa.  
June 29, 1964.



Debt 10,362.13.  
Dut from. 6/26/61.  
atty com -

*C/R/150*

POSTPONEMENT OF LIEN  
OF JUDGMENT

WHEREAS, Howard A. Spencer and Blanche R. Spencer, trading as the Spencer Construction Company, delivered to Amos L. Dolby and Lamyrna Dolby, husband and wife, a judgment note which has been entered as a judgment lien in the amount of \$10,362.13 in the Court of Common Pleas of Clearfield County and remains of record there to No. 653 May Term, 1961, as a part of which transaction the judgment debtors conveyed to Dolbys certain lots, title to which is now vested in the Dolbys/and of which the judgment debtors are fully and completely divested, but have the right of redemption upon payment in full of the Dolby judgment, interest and costs.

WHEREAS, the judgment debtors have requested that the lien of a judgment to be given to the County National Bank at Clearfield in the amount of \$12,109.82 and to be entered in the Prothonotary's office at Clearfield forthwith, take precedence to the Dolby judgment and that therefore the Dolby judgment be subordinated to the proposed County National Bank at Clearfield, judgment, and,

WHEREAS, the balance now remaining due and unpaid on the Dolby Judgment is \$3,987.00.

NOT THEREFORE THIS AGREEMENT WITNESSETH: That Amos L. Dolby and Lamyrna Dolby, husband and wife, for and in consideration of the sum of only \$1.00 plus the continuance of payments to be made on their judgment in the manner and at the times stipulated to be made and plus the consideration of the agreement relative to a parcel of real estate involved in that transaction wherein the judgment debtors were grantors and Dolbys grantees, including the right of reconveyance to judgment debtors if and when they comply with the original agreement with Dolbys, do hereby stipulate and

agree that the lien of the Dolby judgment entered to No. 653 May Term, 1961, in the Court of Common Pleas of Clearfield County, be postponed and subordinated to the lien of a judgment to be given by judgment debtors to the County National Bank at Clearfield in the amount of \$12,109.82, upon real estate of the judgment debtors, agreeing that the County National Bank at Clearfield shall have the rights and benefits to which it would be entitled against the real estate to be encumbered by such judgment of \$12,109.82 ahead of and in advance of the judgment of Amos L. Dolby and Lamyrna Dolby; but subject thereto said judgment of Amos L. Dolby and Lamyrna Dolby shall remain in full force and effect against the judgment debtors; it being the intent and purpose hereof that said judgment of the County National Bank now being entered in the amount of \$12,109.82 and any interest accruing thereon shall be first paid out of the proceeds of the real estate of the judgment debtors in event of foreclosure, but subject to the express understanding that the lots heretofore conveyed to the Dolbys by the Spencers and title to which is vested of record in the said Dolby will not be subject to said judgment; subject to these conditions the judgment of Amos L. Dolby and Lamyrna Dolby in the amount of the unpaid balance of \$3,987.00 and interest and costs shall have all the rights and benefits which it now enjoys.

IN WITNESS WHEREOF, Amos L. Dolby and Lamyrna Dolby have hereunto set their hands and seals this 23rd day of January, 1962.

IN THE PRESENCE OF:

*B. R. Spencer*

*Amos L. Dolby* (SEAL)  
*Lamyrna Dolby* (SEAL)

POSTPONEMENT OF LIEN  
OF JUDGMENT

AMOS L. DOLBY AND LAMYRNA  
DOLBY, HUSBAND AND WIFE

VS.

HOWARD A. SPENCER AND BLANCHE  
R. SPENCER, TRADING AS SPENCER  
CONSTRUCTION COMPANY

POSTPONEMENT OF LIEN OF JUDG-  
MENT OF AMOS L. DOLBY AND  
LAMYRNA DOLBY, HUSBAND AND  
WIFE

**FILED**

JAN 26 1962

CARL E. WALKER  
PROTHONOTARY

LAW OFFICES

CLARENCE R. KRAMER  
CLEARFIELD, PA.

217 MARKET STREET

SUBORDINATION OF LIEN OF  
JUDGMENT

WHEREAS, The Clearfield Trust Company have a mortgage entered of record at this time against <sup>43</sup>Howard A. Spencer and <sup>13</sup>Blanche R. Spencer encumbering certain property in Clearfield County and intend to take a new bond incident thereto, and

WHEREAS, <sup>11</sup>Amos L. Dolby and <sup>61</sup>Lamyrna Dolby now have a financial statement filed July 2, 1959, to No. 5312 in the Court of Common Pleas of Clearfield County and a judgment entered of record thereon on August 14, 1961 to No. 653 May Term, 1961, and

WHEREAS, the said Spencers have requested that the said financial statement and judgment be subordinated to claims of record of the Clearfield Trust Company, and

THEREFORE, the said Amos L. Dolby and Lamyrna Dolby hereby subordinate their judgment and their financial statement above mentioned to the mortgages presently held by the Clearfield Trust Company against Howard A. Spencer and Blanche R. Spencer, and to the bond accompanying the same and to a new bond presently to be given in the amount of \$16,000.00 to the Clearfield Trust Company.

IN WITNESS WHEREOF, Amos L. Dolby and Lamyrna Dolby have hereunto set their hands and seals this 6th day of February, 1964.

Amos L. Dolby (SEAL)

Lamyrna Dolby (SEAL)

IN THE PRESENCE OF:

Blanche R. Spencer

SUBORDINATION OF LIEN  
OF JUDGMENT

//  
AMOS L. DOLBY and  
C/ LAMYRNA DOLBY

TO

CLEARFIELD TRUST COMPANY

SUBORDINATION TO FINANCING  
STATEMENT FILED July 2, 1959,  
to No. 5312 and JUDGMENT  
ENTERED August 14, 1961, to  
No. 653 May Term, 1961

**FILED**  
FEB 8 1964  
CARL E. WALKER  
PROTHONOTARY

*100 10/17*

LAW OFFICES  
CLARENCE R. KRAMER  
217 Market Street  
Clearfield, Pa.

Project: Curwensville Reservoir  
Tract No. 338

RELEASE OF JUDGMENT

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

AMOS L. DOLBY AND LAMYRNA DOLBY	)	STATEMENT OF JUDGMENT
	)	
VERSUS	)	OF May Term, 1961
	)	NUMBER 653
	)	REAL DEBT
	)	INTEREST FROM
43 HOWARD A. SPENCER AND	)	COSTS
13 BLANCHE R. SPENCER	)	ENTERED AND FILED August 4, 1961
	)	

KNOW ALL MEN BY THESE PRESENTS,

THAT Amos L. Dolby and Lamyerna Dolby the Plaintiffs named in the above entitled Judgment, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to it paid by the Defendant above named, the receipt whereof is hereby acknowledged, does hereby forever acquit, exonerate, discharge and release from the Lien of the above entitled Judgment, the following described property, to wit:

See Exhibit "A", which is attached hereto and made a part hereof.

AND IT IS FURTHER AGREED, that the Plaintiff above named will not look to the said above mentioned and described premises, or any part thereof, for payment of any part of the principal and interest of said above entitled Judgment, now or hereafter to become due, or in any way disturb, molest, put to charge or damage the present or any future owner or owners, occupier or occupiers, of the said above mentioned and described premises, or any part or portion thereof, for or by reason of the said Judgment, or any matter, cause or thing thence accruing or to arise; provided, that nothing herein contained

TRACT: 338 CURWENSVILLE RESERVOIR, PENNSYLVANIA  
OWNER: Howard A. Spencer and WEST BRANCH OF THE SUSQUEHANNA RIVER  
Don M. Spencer  
T/A Spencer Brothers Coal Company  
ACRES: .18

LEGAL DESCRIPTION

A certain tract of land situate in the State of Pennsylvania, Clearfield County, Lumber City Borough and more particularly bounded and described as follows:

Beginning at the point of intersection of the easterly right of way line of Spring Street with the southerly right of way line of Main Street, and being the beginning of the first or southeasterly 50 feet line of lands described in a deed from Andrew Preslovich and Mary Preslovich, his wife to Howard A. Spencer and Don M. Spencer, trading as Spencer Brothers Coal Company, dated November 18, 1954 and filed for record in Deed Book 439 Page 284 of the Clearfield County land records, said point of beginning being located South  $62^{\circ} 06' 24''$  East 300 feet from the intersection of the easterly right of way line of Mill Street with the southerly right of way line of Main Street; thence from said point of beginning and along the southerly right of way line of Main Street,

South  $62^{\circ} 06' 24''$  East 50 feet to a corner common to the lands of Martha C. Peterman and said Spencer Brothers Coal Company; thence leaving the southerly right of way line of Main Street and along the land of said Peterman,

South  $27^{\circ} 53' 36''$  West 140 feet to a point in the line of land of the Beech Creek Extension Railroad Company; thence leaving the land of said Peterman along the land of said railroad company,

North  $71^{\circ} 48' 34''$  East 51 feet to the easterly right of way line of Spring Street; thence leaving the land of said railroad company and along the easterly right of way line of Spring Street,

North  $27^{\circ} 53' 36''$  East 157.5 feet to the place of beginning, containing 0.18 of an acre, more or less.

The bearings used herein are referenced to the Pennsylvania State Rectangular Grid System (North Zone) - 1927 N. A. Adjustment.

The above described tract is substantially the same land as that described in a deed from Andrew Preslovich and Mary Preslovich, his wife, to Howard A. Spencer and Don M. Spencer, trading as Spencer Brothers Coal Company, dated November 18, 1954, and filed for record November 26, 1954 in Deed Book 439 Page 284 in the records of Clearfield County, Pennsylvania.

H. W. Trevena  
Project Manager, ASC  
7-31-61

ENCLOSURE

shall affect the said Judgment or its legal validity, so far as respects all other lands and tenements of the said Defendants, situate in the County aforesaid, which are not herein expressly exonerated therefrom.

IN WITNESS WHEREOF, *Plaintiffs have signed* ~~has caused~~  
this Release of Judgment ~~to be signed in its Corporate name by its~~  
~~and has caused to be affixed hereunto the~~  
~~common or corporate seal of the said corporation attested by its~~  
on this *28th* day of *Sept.* 19*62*.

ATTEST: *Arnold P. Heninger* BY *James L. Dolby & Lamyrus E. Dolby* (SEAL)

STATE OF PENNSYLVANIA )  
COUNTY OF *Clarion* ) SS

On this *28th* day of *Sept.* A.D. 19*62*, before me  
the undersigned officer, personally appeared *James L. Dolby & Lamyrus E. Dolby*  
*Themselves*  
who acknowledged ~~himself~~ to be the persons named  
*they*  
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 *Themselves*. ~~by himself~~  
as

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

*Dean E. George, J.P.*  
NOTARY-PUBLIC

My Commission Expires: *Jan. 6, 1964*

653 May 1961

**FILED**  
MAR 24 1964  
CARL E. WALKER  
PROTHONOTARY

*100 by 100*

AMOS L. DOLBY and LAMYRNA  
 DOLBY, husband and wife  
 vs.  
 HOWARD A. SPENCER and BLANCHE  
 R. SPENCER, husband and wife,  
 t/a SPENCER CONSTRUCTION COMPANY  
 State of Pennsylvania,  
 County of Clearfield } ss.

In the Court of Common Pleas  
 of CLEARFIELD County,  
 of May Term, 19 61  
 No. 653  
 D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hands and seals of the Defendants, bearing date the 26th day of June A. D. 19 61, whereby the Defendant doth promise to pay to the said Plaintiff Amos L. Dolby and Lamyrna<sup>Dolby</sup> the sum of Ten thousand three hundred sixty two and 13/100 Dollars, for value received, with interest from at six per cent 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 them and in favor of said Plaintiff for the said sum of Ten thousand three hundred sixty two and 13/100 Dollars with interest from at six per cent as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon:

of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendants to the said Plaintiffs, to wit: The sum of \$10,362.13  
 Interest ~~from~~ at six per cent

*Arnold E. Dolby, Blanche R. Spencer*  
 & Blanche R. Spencer Attorney for Plaintiff

State of Pennsylvania,  
 County of Clearfield } ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Howard A. Spencer and Blanche R. Spencer t/a Spencer<sup>Construction Co.</sup> the Defendant in the stated action without writ, as of Term, 1961, and therein confess judgment against them and in favor of Amos L. Dolby and Lamyrna Dolby the Plaintiffs, for sum of ten thousand three hundred sixty two and 13/100 Dollars, with interest ~~from~~ at six per cent costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon.

*Arnold E. Dolby, Blanche R. Spencer*  
 & Blanche R. Spencer 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 Clarion, Pa., and of the judgment debtor 105 Southwest Fourth Avenue, Clearfield, Pa.

Lawrence R. Thomas  
Attorneys for Plaintiff

**Court of Common Pleas**

of Clearfield County

..... May Term 19 61

No. 653

Amos L. Dolby and Lemyrna

Dolby, husband and wife

vs.

Howard A. Spencer and Blanche

R. Spencer t/a Spencer Construction Company

**D.S.B.**

**Note of Warrant of Attorney**

Debt, . . . \$10,362.13

Filed 3/10

**FILED**  
WM. T. HAGERTY  
PROTHONOTARY

Lawrence R. Thomas  
Attorney for Plaintiff

E. S. O'Leary

COMMONWEALTH OF PENNSYLVANIA ( )  
COUNTY OF CENTRE ( ) SS:

Seymour Weisberger, being duly sworn according to law, deposes and says that he is Vice-President and General Manager of Elliot Coal Mining Company, Inc., a corporation organized and doing business under the laws of the Commonwealth of Pennsylvania, the above plaintiff; that he makes this affidavit on its behalf being authorized so to do; and that the facts set forth in the foregoing complaint are true.

*Seymour Weisberger*

Sworn to and subscribed before me this 1st day of

Sept., 1961.

*John J. McCamley*

JOHN J. McCAMLEY, Notary Public  
PHILIPSBURG, PENNA.  
My commission expires Feb. 28, 1965

# ELLIOT COAL MINING CO.

OSCEOLA MILLS, PA. August 29 1961

**SOLD TO** Walter Johnson  
Philipeburg, Penna.

**CONSIGNEE:**

Mine:

Routing:

ORDER NO.	CAR INITIALS-NO.-CAP.	WEIGHT	TONS	PRICE	AMOUNT
	Balance due on coal purchased from Elliot in month of January 1961				
	638.35 Net Tons @ \$2.75				\$1755.46
	LESS:				
	Payment received 1-30-61			\$293.33	
	Payment received 2-20-61			357.26	
	Credit for hauling 72.95 N.T. to Breyers Ice Cream @ \$2.25			164.14	814.73
	Balance due Elliot				\$ 940.73
	LESS:				
	Payment 7-31-61 Ck. #1109				50.00
					\$890.73

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. *47*, *Legal* Term, 1961

IN ASSUMPSIT

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ELLIOT COAL MINING COMPANY,  
INC.,  
Plaintiff

VS.

WALTER A. JOHNSON,  
Defendant

---

---

COMPLAINT

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To The Within Named Defendant:  
You are hereby notified and  
required to file an Answer to  
the within Complaint within  
twenty (20) days from the date  
of service hereof.

BAIRD & McCAMLEY  
By *William F. Hager*  
Attorneys at Law  
BAIRD & McCAMLEY  
ATTORNEYS AT LAW  
PLUMBERS, PENNSYLVANIA

**FILED**  
SEP-8 1961  
WM. T. HAGER  
PLUMBERS, PENNSYLVANIA

*143*  
*100*  
*13*

**FILED**  
SEP 13 1961  
WM. T. HAGERTY  
PROTHONOTARY

# Affidavit of Service

Elliot Coal, Mimming Co

vs.

Walter Johnson

No. 47 Sept Term, 1961

Complaint In Assumpsit

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW Sept 9, 1961 19 61 at 11.40 o'clock A.M.

served the within Complaint In Assumpsit

on Walter Johnson

at place of business, Box 245, A. Philipsburg, Pa.

by handing to Mrs Katherine Wallace Secretary for Walter Johnson

a true and attested copy of the original Complaint in Assumpsit and made

known to her the contents thereof.

Costs. Sheriff Ammerman \$ 10.50  
(Paid by Atty Miller)

Sworn to before me this 11th

day of Sept A. D. 1961

Wm T. Hagerty  
Prothonotary

So answers,

Charles G. Ammerman  
Sheriff

Sheriff