

DOCKET NO. 174

NUMBER	TERM	YEAR
720	May	1961

Mary Elizabeth Ferguson

VERSUS

James E. DeLong

Alberta L. DeLong

In the Court of Common Pleas of Clearfield County, Pa.

Mary E. Ferguson

No 720 May Term 1961

vs

James E. Delong and
Alberta L. Delong.

No 29 May Term 1961
Writ of Execution.

(Sheriffs Return)

Now, August 16, 1961 at 3:00 O'Clock P.M. notified the within named defendants James E. Delong and Alberta L. Delong at place of residence Box 28, RD. #2, Du Bois, Pa., by notifying Alberta L. Delong, an adult member of the family, being the wife of James E. Delong personally that the within said premises are to be vacated by the 23rd day of August 1961.

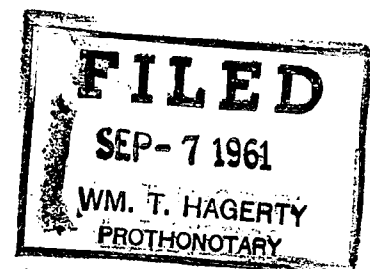
Costs Sheriff Ammerman \$14.60
(Paid by Attys G.C.C.)

So Answers

Charles G. Ammerman
Charles G. Ammerman
Sheriff

Sworn to before me this 7th
day of September 1961. A.D,

Wm T. Hagerty
Prothonotary



By virtue of this Writ, on the 23rd day of August 1961, I caused the within named Mary Elizabeth Ferguson to have possession of the premises within described, with appurtenances, and caused the within named James E. Delong and Alberta L. Delong to vacate said premises.

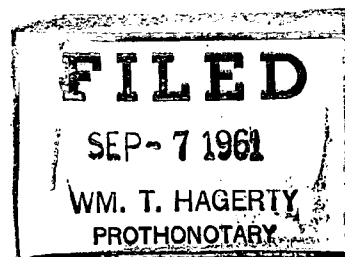
Costs Sheriff
Ammerman \$ 14.60
(Paid by Attys G.C.C.)

So Answers,

Charles G. Ammerman
Charles G. Ammerman
Sheriff

Sworn to before me this 7th
day of September 1961 A.D..

Prothonotary



ALL that certain piece of land situate in Township of Sandy, County of Clearfield and State of Pennsylvania, which was part of a larger tract, fully described by metes and bounds in the deed of conveyance of said larger piece from George W. McDonald unto Estella McDonald, dated January 5, 1931 and recorded the same day in the office of the Recorder of Deeds in and for said County in Deed Book Volume 298, at page 100. The part thereof hereby conveyed is bounded on the East by the one acre piece, conveyed by N. McDonald and wife to H. A. Silvis; North by the State Highway; South by the right-of-way of the Pennsylvania Railroad Company, formerly the Allegheny Valley Railroad Company and West by the residue of said larger piece and contains one acre, the boundary lines thereof.

BEGINNING at a point in State Highway; thence by said line of the center of said Highway, South $71^{\circ}25'$ West approximately 160 feet to a point in center of said Highway; thence by line parallel with line between this piece and the Silvis piece aforesaid, South $17^{\circ}50'$ East to the right-of-way line of the Pennsylvania Railroad Company; thence by said right-of-way line North $57^{\circ}40'$ East to corner of the Silvis lot aforesaid; thence by line of Silvis lot, North $17^{\circ}50'$ West 262 feet to a point in State Highway, the place of beginning.

Writ of Possession

Mary Elizabeth Ferguson

vs.

James E. DeLong and
Alberta L. DeLong

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

NO. 29 May

Term, 19 61

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

Mary Elizabeth Ferguson

DESCRIPTION ATTACHED:

(Specifically describe property)

(2) To satisfy the costs against James E. DeLong and Alberta L. DeLong

you are directed to levy upon the following property

of James E. DeLong and Alberta L. DeLong

and sell his interest therein.

Wm. J. Lagerty
Prothonotary

Deputy



Date August 10, 1961

No. 720 May Term, 19 61
No. 29 May Term, 19 61

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

Mary Elizabeth Ferguson

vs.

James E. DeLong and
Alberta L. DeLong

Box 28, RD #2, DuBois, Pa.

WRIT OF POSSESSION

RECEIVED WRIT THIS 10th day
of Aug. A. D., 19 61,
at 11:30 P.M.
Charles A. Zimmerman
Sheriff

WRIT OF EXECUTION

EXECUTION DEBT		Premises
Interest from - - -	-	
Prothonotary - - -	-	
Use Attorney - -	-	\$12.50
Use Plaintiff - -	-	
Attorney's Comm. -	-	10%
Satisfaction - - -	-	
Sheriff - - - - -	-	
20.00 pd		

Gleason, Cherry & Cherry
Attorney(s) for Plaintiff(s)

Gleason, Cherry & Cherry
Attorney for Plaintiff(s)

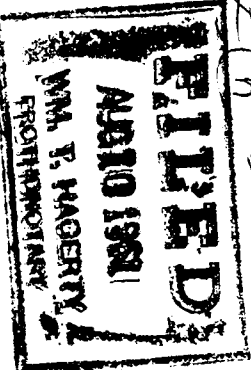
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 720 MAY TERM, 1961
IN EJECTMENT

MARY ELIZABETH FERGUSON,
Plaintiff

VS.

JAMES E. DeLONG and ALBERTA
L. DeLONG,
Defendants

AMICABLE ACTION AND CONFESSION
OF JUDGMENT ON POWER OF AT-
TORNEY IN EJECTMENT ON AGREE-
MENT OF SALE OF REAL ESTATE



320019
600 Day

LAW OFFICES
GLEASON, CHERRY & CHERRY
7-10 DAMUS BUILDING
DU BOIS, PENNSYLVANIA
109 N. BRADY STREET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARY ELIZABETH FERGUSON,
Plaintiff

VS.

JAMES E. DeLONG and ALBERTA
L. DeLONG,
Defendants

NO. 720 MAY TERM, 1961

IN EJECTMENT

*Whiz 29 May 1961
Pg 154*

AMICABLE ACTION AND CONFESSION OF JUDGMENT ON
POWER OF ATTORNEY IN EJECTMENT ON AGREEMENT
OF SALE OF REAL ESTATE

WHEREAS, under date of August 29, 1958, MARTHA M. MORTON entered into Articles of Agreement with the above named Defendants as purchasers, whereby possession was delivered to the said Defendants of ALL that certain piece of land situate in Township of Sandy, County of Clearfield and State of Pennsylvania, which was part of a larger tract, fully described by metes and bounds in the deed of conveyance of said larger piece from George W. McDonald unto Estella McDonald, dated January 5, 1931 and recorded the same day in the office of the Recorder of Deeds in and for said County in Deed Book Volume 298, at page 100. The part thereof hereby conveyed is bounded on the East by the one acre piece, conveyed by N. McDonald and wife to H. A. Silvis; North by the State Highway; South by the right-of-way of the Pennsylvania Railroad Company, formerly the Allegheny Valley Railroad Company and West by the residue of said larger piece and contains one acre, the boundary lines thereof.

BEGINNING at a point in State Highway; thence by said line of the center of said Highway, South 71° 25' West approximately 160 feet to a point in center of said Highway; thence by line parallel with line between this piece and the Silvis piece aforesaid, South 17° 50' East to the right-of-way line of the Pennsylvania Railroad Company; thence by said right-of-way line North 57° 40' East to corner of the Silvis lot aforesaid; thence by line of Silvis lot, North 17°

50' West 262 feet to a point in State Highway, the place of beginning.

Said Agreement, copy of which is hereto attached, and marked Exhibit "A", provided for the sale of said real estate to Defendants herein, for the sum of \$5200.00, of which amount the sum of \$200.00 to be paid at the time of signing of said Agreement, and the balance thereof payable at the rate of \$40.00 per month, said payments to be due on the 1st day of each month together with interest at the rate of 6% per annum, as set forth in Articles of Agreement hereto attached; and

WHEREAS, the above mentioned Defendants entered into possession of the premises under and pursuant to said Articles of Agreement; and

WHEREAS, the said MARTHA M. MORTON died on May 31, 1960 leaving a Will wherein she appointed the said PEOPLES UNION BANK AND TRUST COMPANY, Executor of her estate. Said Will was probated in Allegheny County, Pennsylvania and is filed in the Office of the Register of Wills of said County in Will Book Volume 351, page 169; and

WHEREAS, the First and Final Account of said deceased's estate was filed in the Orphans' Court of Allegheny County, Pennsylvania, and a decree of distribution was handed down from the said Orphans' Court at No. 2702 of 1960, dated June 21, 1961. In the decree of distribution the above mentioned land contract agreement was awarded to the said Mary Elizabeth Ferguson in kind; and

WHEREAS, the above mentioned Defendants entered into possession of the premises under and pursuant to said Articles of Agreement; and

WHEREAS, notwithstanding the terms, covenants and conditions of said Articles of Agreement, the above Defendants have defaulted on payment of principal and interest, the only payments

made by said Defendants being the initial \$200.00 down payment and \$34.20 on account of the principal and the Defendants are still in default; and

WHEREAS, said Articles of Agreement provide that should the Defendants fail to perform any covenant or condition of the Agreement, and should said default continue for a period of 30 days, then the seller in said Agreement may proceed forthwith to declare the Agreement forfeited and null and void; and

WHEREAS, the said Defendants have continued in default in payment of principal and interest for a period of more than 30 days; and

WHEREAS, said Agreement provides as follows: "the said party of the first part may at her option proceed by action of ejectment on this Agreement for the said premises above described, with costs after default made as aforesaid; and in such case the said parties of the second part authorize and empower any attorney of record of the Court of Common Pleas of Allegheny County, State of Pennsylvania, to appear for us in an amicable action of ejectment for the premises above described, to be entered by the Prothonotary, in which said party of the first part shall be Plaintiff, and the parties of the second part Defendants and confess judgment therein in favor of the Plaintiff, and against the Defendants for said premises, and authorize the immediate issuing of a writ of Habere Facias Possessionem, with clause of Fi. Fa. for the costs (without asking leave of Court), with costs of suit and ten (10) per cent Attorney's commission or fees."

AND NOW, the 10th day of August, 1961, it is agreed that an Action in Ejectment be entered by the Prothonotary of the Court of Common Pleas of Clearfield County, as if a summons in ejectment or complaint has been issued by the said Mary

Elizabeth Ferguson, Plaintiff, and against James E. DeLong and Alberta L. DeLong, as Defendants for ALL that certain piece of land situate in the Township of Sandy, County of Clearfield and State of Pennsylvania, which was part of a larger tract, fully described in metes and bounds in the deed of conveyance of said larger piece from George W. McDonald unto Estella McDonald, dated January 5, 1931 and recorded the same day in the office of the Recorder of Deeds in and for said County in Deed Book Volume 298, at page 100. The part thereof hereby conveyed is bounded on the East by the one acre piece, conveyed by N. McDonald and wife to H. A. Silvis; North by the State Highway; South by the right-of-way of the Pennsylvania Railroad Company, formerly the Allegheny Valley Railroad Company and West by the residue of said larger piece and contains one acre, the boundary lines thereof.

BEGINNING at a point in State Highway; thence by said line of the center of said Highway, South $71^{\circ} 25'$ West approximately 160 feet to a point in center of said Highway; thence by line parallel with line between this piece and the Silvis piece aforesaid, South $17^{\circ} 50'$ East to the right-of-way line of the Pennsylvania Railroad Company; thence by said right-of-way line North $57^{\circ} 40'$ East to corner of the Silvis lot aforesaid; thence by line of Silvis lot, North $17^{\circ} 50'$ West 262 feet to a point in State Highway, the place of beginning.

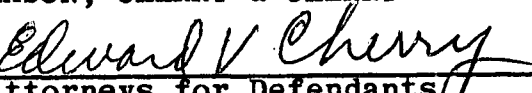
Robert Palkovitz, Esq., an Attorney of the Court of Common Pleas of Allegheny County and Edward V. Cherry, Esq., an Attorney of the Court of Common Pleas of Clearfield County, hereby appear as Attorneys for James E. DeLong and Alberta L. DeLong, the Defendants above named and sign this Agreement under and by virtue of, and in accordance with the authority contained in said Agreement, and confess judgment in favor of the Plaintiff against the Defendants without stay of execution and with a release of all errors for the aforesaid demised premises, and hereby authorize

- 5 -

the Prothonotary to enter their appearance for said Defendants.


Robert Palkovitz, Esq.

GLEASON, CHERRY & CHERRY

By 
Attorneys for Defendants

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ALLEGHENY : SS.

MARY ELIZABETH FERGUSON, being duly sworn, says that she is the Plaintiff above named and is familiar with the facts set forth in the amicable action and confession of judgment in ejectment, and that the same are true and correct; and that the copy of the Agreement attached hereto is a true and correct copy of the original thereof.

Mary Elizabeth Ferguson

Sworn and subscribed before me this 8th day of

August, 1961.

ALICE BOSTON, Notary Public
McKeesport, Allegheny Co., Pa.
My Commission Expires
January 15, 1963

Alice Boston

Notary Public
My Commission expires

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ALLEGHENY : SS.

ROBERT PALKOVITZ, Esq., being duly sworn, says that he is the Attorney for the Defendants herein, and that to the best of his knowledge, information and belief the foregoing facts are true and correct; and that the copy of the Agreement attached hereto is a true and correct copy of the original thereof.

Robert Palkovitz
Robert Palkovitz
Attorney for Defendants

Sworn and subscribed before me this 8 day of

August, 1961.

Jack Palkovitz
Notary Public
My Commission expires

JACK PALKOVITZ, Notary Public
McKeesport, Allegheny Co., Pa.
My Commission Expires July 26, 1963

Exhibit "A"

Form No. 148 Agreement for the Sale of Land, Judg't & Eject.
(With Coal Notice)

Sale by P. O. Naly Co., Law Blank Publishers
416 Grant St., Pgh. 18, Pa.

This Agreement

Made this 29th day of August in the year of our Lord, one thousand nine hundred fifty-eight (1958)

Between MARTHA M. MORTON, party of the first part,

AND

JAMES E. De LONG and ALBERTA L. De LONG, his wife, of R. D. 2,

DuBois, Pennsylvania,

parties of the second part:

Witnesseth, That the said party of the first part, in consideration of the covenants and agreements hereinafter contained on the part of the said parties of the second part to be kept and performed, has agreed and does hereby agree to sell and convey unto the said parties of the second part, their heirs or assigns, all the land and premises hereinafter mentioned and fully described, for the sum of Five thousand two hundred and no/100 (\$5,200.00) Dollars, to be paid as follows: Two hundred (\$200.00) Dollars, at the signing of this agreement, the receipt whereof is hereby acknowledged; and the balance to be paid in installments of Forty and no/100 (\$40.00) per month plus interest, said payments to be due on the 1st day of each month, interest to be at the rate of six percent (6%) per annum, payable monthly,

and upon the payment of Five thousand two hundred and no/100 (\$5,200.00) dollars with interest then due, the said party of the first part will at her own proper cost and charge, make, execute and deliver to the said parties of the second part, a good and sufficient deed for the proper conveying and assuring of the said premises, in fee simple, free from all encumbrances, and dower or right of dower; such conveyance to contain the usual covenant of special warranty; ~~the said party of the second part at the same time to make, execute and deliver to the said party of the first part as security for the balance of purchase money then unpaid, a bond and mortgage, for the amount of said balance, covering the premises hereinafter described, due and payable as follows:~~

~~with~~ ~~paid~~ ~~and~~ ~~interest~~ ~~thereon~~ ~~payable~~ ~~from the date thereof.~~

And the said parties of the second part agree with the said party of the first part to purchase the said premises and pay therefor the sum of Five thousand two hundred and no/100 (\$5,200.00) Dollars,

in the manner and the times hereinbefore provided.

And it is further Agreed, by and between the said parties, that possession of said premises shall

be delivered to the parties of the second part, their heirs and assigns, on the 1st day of September A. D. 1958, until which time the party of the first part shall be entitled to have and receive the rents, issues and profits thereof.

The said premises are described as follows:

ALL that certain piece of land situate in Township of Sandy, County of Clearfield and State of Pennsylvania, which was part of a larger tract, fully described by metes and bounds in the deed of conveyance of said larger piece from George W. McDonald unto Estella McDonald, dated January 5, 1931 and recorded the same day in the office of the Recorder of Deeds in and for said County in Deed Book Volume 298, at page 100. The part thereof hereby conveyed is bounded on the East by the one acre piece, conveyed by N. McDonald and wife to H. A. Silvis; North by the State Highway; South by the right-of-way of the Pennsylvania Railroad Company, formerly the Allegheny Valley Railroad Company and West by the residue of said larger piece and contains one acre, the boundary lines thereof.

BEGINNING at a point in State Highway; thence by said line of the center of said Highway, South $71^{\circ} 25'$ West approximately 160 feet to a point in center of said Highway; thence by line parallel with line between this piece and the Silvis piece aforesaid, South $17^{\circ} 50'$ East to the right-of-way line of the Pennsylvania Railroad Company; thence by said right-of-way line North $57^{\circ} 40'$ East to corner of the Silvis lot aforesaid; thence by line of Silvis lot, North $17^{\circ} 50'$ West 262 feet to a point in State Highway, the place of beginning.

BEING same property which Howard Yale et ux. by deed dated October 6, 1952 and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 424, page 425, granted and conveyed unto Martha M. Morton, party of the first part herein named.

From date of possession the parties of the second part will well and truly pay or cause to be paid to the party of the first part the taxes, insurance premiums for fire and other hazards and assessments if any, against said property. These matters to be pro-rated as of the date of delivery of possession.

And it is further understood and Agreed, That in case of default of payment of any sum of principal or interest herein agreed to be paid, for the space of thirty days after the same shall become due and payable by the terms hereof,

that then and in such case the whole of the said principal sum shall, at the option of the said party of the first part, forthwith become due and payable, anything hereinbefore contained to the contrary thereof notwithstanding. And in such case of default the said parties of the second part hereby authorize and empower any attorney of any Court of record in the State of Pennsylvania or elsewhere, to appear for the said parties of the second part and confess a judgment for the whole principal sum and interest remaining unpaid hereon, with ten (10) per cent. attorney's commission or fees; hereby waiving all rights of exemption and inquisition or extension, and condemnation is hereby agreed to so far as the land herein described, and any property or buildings thereon, may be concerned. Or the said party of the first part may at her option proceed by action of ejectment on this agreement for the said premises above described, with costs after default made as aforesaid; and in such case the said parties of the second part authorize and empower any attorney of record of the Court of Common Pleas of Allegheny County, State of Pennsylvania, to appear for us in an amicable action of ejectment for the premises above described, to be entered by the Prothonotary, in which said party of the first part shall be Plaintiff, and the parties of the second part Defendants and confess judgment therein in favor of the Plaintiff, and against the Defendants for said premises, and authorize the immediate issuing of a writ of Habere Facias Possessionem, with clause of Fi. Fa. for the costs (without asking leave of Court), with costs of suit and ten (10) per cent. attorney's commission or fees.

NOTICE—THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984.]

In Witness Whereof, The said parties to this agreement have hereunto set their hands and seals the day and year first above written.

Scaled and Delivered in the Presence of

James E. DeLong
Martha M. Morton
Alberta L. DeLong

Commonwealth of Pennsylvania, } ss.
County of Allegheny

On this 29th day of August A. D. 1958, before me,

came the above named Martha M. Morton and James E. DeLong and Alberta L. DeLong, his wife,

and acknowledged the foregoing Indenture to be their act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal, the day and year aforesaid.

SEAL

2 Lake Homes.

Agreement

BETWEEN

MARTHA M. MORTON

AND

JAMES E. De LONG and
ALBERTA L. De LONG,
his wife

Dated August 29, 19 58

for

Commonwealth of Pennsylvania,
County of

} ss:

Recorded on this day of
A. D. 19 , in the Recorder's Office of the said County, in
Book, Vol. , page

Given under my hand and the seal of the said office the day and year
aforesaid.

Recorder.