

DOCKET NO. 174

Number	Term	Year
--------	------	------

865	May	1961
-----	-----	------

The Union Banking & Trust Co.

Versus

Leo A. Donahue, Sr.

James W. Donahue

40000 plus entry fee

DU BOIS, PA.

Aug 25 1961

On Demand

after date we, or either of us, promise to pay

to the order of **THE UNION BANKING & TRUST COMPANY**
of DU BOIS, PENNSYLVANIA

at **THE UNION BANKING & TRUST COMPANY**
OF DU BOIS, PA.

One hundred twenty one & 52/50 DOLLARS \$ 921.50

WITHOUT DEFALCATION, FOR VALUE RECEIVED, WITH INTEREST.

And further do hereby authorize and empower any attorney of any court of record in Pennsylvania, or elsewhere, or any Prothonotary of any court of record, to enter a judgment for the above sum, with costs of suit; release of errors and with ten (10%) per cent attorney's commission for attorney's fees; and further waive inquisition, condemnation and extension of real estate, stay of execution, and all exemption laws now in force or that may be hereafter passed, and agree that any property, real or personal, may be sold on writ of Fi. Fa.

WITNESS our hands and seals.

No. _____

Due _____

✓ Leo A. Donahue Sr (SEAL)
✓ James W. Donahue. (SEAL)
✓ Ruthersley Pg (SEAL)

For value received, I assign and transfer the within note to

**The Union Banking & Trust Company
OF DUBOIS, PA.**

and guarantee payment of the same, and I empower any attorney of any Court of Record in Pennsylvania, or the Prothonotary of any Court of Record in Pennsylvania, to confess a judgment against me for the amount due on within note, with costs of suit, release of errors, with ten per cent. added for attorney fees, and hereby waive inquisition, extension, stay of execution and exemption laws and agree any real or personal estate may be sold on writ of Fi. Fa.

WITNESS MY HAND AND SEAL THIS

DAY OF _____, 19____

(SEAL)

(SEAL)

THE UNION BANKING AND TRUST
COMPANY, of DuBois, Pa.

vs.

LEO A. DONAHUE, SR. and

JAMES W. DONAHUE

In the Court of Common Pleas

of CLEARFIELD County,

of MAY Term, 1961

No. 865

D. S. B.

STATE OF PENNSYLVANIA,

} ss:

County of CLEARFIELD

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 Defendant, **S**, bearing date the **25th** day of **August** A. D. 19**61**, whereby the Defendant doth promise to pay to the said Plaintiff **on demand after date** the sum of **Nine Hundred Twenty One and 50/100 (\$921.50)** Dollars, for value received, with interest from **August 25, 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 **Defendants** and in favor of said Plaintiff for the said sum of **Nine Hundred Twenty one and 50/100 (\$921.50)**-----

----- Dollars with interest from **August 25, 1961** as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon with ten per cent (10%) commission for attorney's fees; and further waive inquisition, condemnation and extension of real estate, stay of execution and all exemption laws now in force or that may be hereafter passed, and agree that any property, real or personal, may be sold on writ of fi. fa., of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant **S** to the said Plaintiff, to wit: The sum of **\$ 921.50** **\$921.50**

Interest from **August 25, 1961** **92.15** Attorney's Commission **\$92.15** **\$1013.65**

GLEASON, CHERRY & CHERRY

By *Edward W. Cherry*

Attorney for Plaintiff

STATE OF PENNSYLVANIA,

} ss:

County of **Clearfield**

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, **Gleason, Cherry & Cherry, Attorneys, Appear for** the Defendant **S** in the stated action without writ, as of **May** Term, 19**61**, and therein confess judgment against **Defendants** and in favor of **THE UNION BANKING AND TRUST COMPANY, of DuBois, Pa.** the plaintiff, for sum of **Nine Hundred Twenty one and 50/100 (\$921.50)** Dollars, with interest from **August 25, 1961**

costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon with ten per cent (10%) commission for attorney's fees; and further waive inquisition, condemnation and extension of real estate, stay of execution and all exemption laws now in force or that may be hereafter passed, and agree that any property, real or personal, may be sold on writ of fi. fa.

GLEASON, CHERRY & CHERRY

By *Edward W. Cherry*

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.....

West Long Avenue, DuBois, Pennsylvania

and that the precise residence of the within judgment debtor is Luthersburg,

Pennsylvania.

GLEASON, CHERRY & CHERRY
By *Edward J. O'Brien* Attorneys for Plaintiff

Court of Common Pleas

of Clearfield County

May 2/— Term 1961

No. 163

THE UNION BANKING AND TRUST

COMPANY, of Dubois, Pa:

11

IEO A DONAVIE SP 3941

JAMES W. DONAHUE

卷之三

૧૮

Note of Warrant of Attorney

Debt, - - - \$ 921.50

Interest, - - - - - 6%

11

三

FILED
FEB 28 1969
AUG 28 1969
FLEASON v. CHERRY
BY WM. T. HAGEN JR.
PROTHONOTARY FOR Plaintiff,
370

Ex. 11

GLEASON, CHERRY & CHERRY

ATTORNEYS AT LAW
109 N. BRADY STREET
DU BOIS, PENNSYLVANIA

SIGN THIS BLANK FOR SATISFACTION

Received on JAN 16 1962....., 19....., of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same in the UNION BANKING & TRUST COMPANY OF DUBOIS, PENNSYLVANIA

John D. Koch
John D. Koch
Plaintiff

Witness

A. J. Hark

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

STATEMENT OF JUDGMENT

Docket No: 174.....

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Union Banking & Trust Company

No. 865 TERM May 19 61

Penal Debt \$

Real Debt \$ 921.50

Atty's Com. \$ 92.15

Int. from August 25, 1961

Entry & Tax By Atty. \$ 3.50

Att'y Docket \$ 3.00

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument D. S. B.

Date of Same August 25 1961

Date Due On Demand 19

Expires August 28 1966

Entered of Record 28th day of August 1961 8:50 AM EST

Certified from Record 28th day of August 1961

Wm. T. Hager
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE UNION BANKING AND TRUST : STATEMENT OF JUDGMENT
COMPANY, of DuBois, Pennsyl- :
vania :
: No. 865 May Term, 1961
-vs- : Debt \$1,013.65
: Entered and filed August 28, 1961
JAMES W. DONAHUE and LEO A. :
DONAHUE Sr. :

KNOW ALL MEN BY THESE PRESENTS, That THE UNION BANKING AND TRUST COMPANY, of DuBois, Pennsylvania, the Plaintiff named in the above entitled judgment, for and in the consideration of the sum of One (\$1.00) Dollar, lawful money of the United States, to it paid by the Defendants 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: ALL the following described pieces of land which are severally situate in Brady Township, Clearfield County, Pennsylvania, and are respectively bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a post in the public road; on the Western lien of the 80-acre homestead land, now or formerly of David Reams; thence by said public road in a northwest direction 70 perches, more or less, to a post in said public road; thence by land of said David Reams and also of William S. Oswald North $4\frac{1}{4}$ ° East 77 perches, more or less, to a post on line of lands, now or formerly, of Henry G. Weber; thence by said lands and lands of Henry Weisgarber South $85\frac{3}{4}$ ° East 89 perches, more or less, to public road; thence by said public road South 6° West 13 perches to a post; thence by said road South 30° West 14 perches to a post; thence by said road South $19\frac{1}{2}$ ° East across bridge and run 9 perches to a post in said road; thence still by said road South 22° West 37 perches, more or less, to a pine stump on West side of said road; thence South $3\frac{1}{2}$ ° East in said road 50 perches, more or less, to a post in cross roads; thence in the public road

68 $\frac{1}{2}$ ° East 16 perches, more or less, to a post in said road, the place of beginning, and more correctly described as follows:

BEGINNING at a stake in the public road, on the western line of the 80-acre homestead land, now or formerly of David Reams; thence North 54°-05' West, 1, 149 feet to a corner; thence North 4°-15' East, 1,270.5 feet to a corner; thence South 85°-45' East, 1,351.9 feet to a corner; thence South 6°-00' West, 214.3 feet to a corner; thence South 30°-00' West, 231 feet to a corner; thence South 19°-30' East, 148.5 feet to a corner; thence South 22°-00' West, 610.5 feet to a corner; thence South 3°-30' East, 825 feet to a corner in center of crossroads of public road; thence North 68°-30' West, 264 feet to a corner and place of beginning. Containing 46 acres of land more or less, as surveyed by James Donald Brown on the 25th day of September, 1961.

THE SECOND THEREOF: A piece of land containing 1 acre and 98 perches, beginning at a stone; thence by public road North 76 $\frac{1}{2}$ ° West 12.4 perches to a stone; thence by land now or formerly of David Reams North 20 perches to a stone; thence still by land now or formerly of David Reams East 12 perches to a stone; thence along an alley South 23 perches to place of beginning.

THE THIRD THEREOF: BEGINNING at a stump west of public road, near corner of the field; thence by lands of the Grantor North 85° East 30 perches to a small hemlock outside the corner of said field; thence still by said lands South 5° West 60 perches to public road known as the Hartzfeld road; thence by said road North 77° West 10 $\frac{1}{2}$ perches to a post corner of other lands; thence still by said public road North 65° West 14 perches to a post at other public road; thence by this road North about 4° West 50 perches, more or less to pine stump and place of beginning. Containing about 9 acres, more or less.

THE FOURTH THEREOF: ALL of the surface only, of a certain piece beginning at a pine stump just West of the public road opposite the corner of the field; thence in said public road North 22° East 14 perches to a post in said public road; thence South 85° East 25 perches to a stone; thence South 5° West 11 $\frac{1}{2}$ perches to a small hemlock and Fers lands South 88° West 31 perches to the pine stump and place of beginning. Containing 2 acres, more or less.

EXCEPTING AND RESERVING, however, a parcel of land conveyed by Adjo G. Kohler and Myra Kohler, his wife, out of the above property to Leo Donahue and Anna Donahue, his wife, dated August 8, 1944 and recorded at Clearfield, Pennsylvania, in Deed Book, Volume 360, page 401.

BEING the same premises which were conveyed to James W. Donahue by deed of Harry S. Vollmer, et ux., dated January 11, 1949 and recorded in Deed Book No. 394, page 373.

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 shall effect 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, THE UNION BANKING AND TRUST COMPANY, of DuBois, Pennsylvania, has caused these presents to be executed by its proper officers and the corporate seal attached, duly attested by its Secretary the 18 day of October, 1961.

ATTEST:

J. J. Keach
Secretary

THE UNION BANKING AND TRUST COMPANY,
of DuBois, Pennsylvania

By M. H. Barkfeld
Vice President

EXCERPTING AND REPHRASING, however, a section of the trial con-
cerning the death of Mrs. G. K. Miller, and that portion, this witness, got out of the
above biography for Leo Dauphine and Mrs. Dauphine, his wife, which
transcript, I believe, was recorded at Chetwiley, Pennsylvania, in
December 8, 1944 and recorded in Dead Book, Pennsylvania, in
Dead Book, Volume 390, page 401.

RECORDING the same premises which were connected to James W.
Dauphine at the time of Harry S. Miller, et al., which transcrip-
tion was recorded in Dead Book No. 394, page 373.
AND IT IS FURTHER AGREED, that the Plaintiff above named will not
look to the said above mentioned and described premises, or the
best interest, for damages to the best of the Plaintiff and other-
wise to said above mentioned judgment, now or hereafter to become,
and, or in any way affect, except, but of course or damage, the
present or any future owner or owner, occupant, or occupier,
of the said above mentioned and described premises, or the best
or portion thereof, for or in respect of the said judgment, or any
matter, cause or thing which relates to or concerns plaintiff or the
plaintiff herein concerning said effect the said judgment or the
legal liability, so far as respects his offer, made and rendered
of the said defendant, subject to the County of St. Louis, Missouri, the
not herein expressly enumerated preference.

IN WITNESS WHEREOF, THE UNION BANKING TRUST COMPANY,
of St. Louis, Pennsylvania, has caused these premises to be executed
as the broader of these and the corporate seal affixed, this 24th
day of October, 1961.

