

DOCKET NO. 172

**Number                  Term                  Year**

16                  November                  1960

---

Community Consumer Discount Company

---

---

**Versus**

---

William A. Koozer

---

Betty Koozer

---

COMMUNITY CONSUMER DISCOUNT COMPANY:

vs

WILLIAM A. KOOZER and  
BETTY KOOZER

: No. 16 November Term, 1960

: Amount: \$2457.00

:

:

:

POSTPONEMENT OF LIEN OF JUDGMENT

THIS AGREEMENT, made this 15th day of August, 1961, between COMMUNITY CONSUMER DISCOUNT COMPANY and WILLIAM A. KOOZER and BETTY KOOZER.

WITNESSETH, WHEREAS, Koozers executed and delivered to Community Consumer Discount Company a judgment note filed to the above styled number and term which became a first lien on ALL

those certain lots of ground situate in Lawrence Township, Clearfield County, Pennsylvania, and known in the Plan of the Steel and Iron Works Addition to Clearfield, recorded in the Recorder's office at Clearfield, Pennsylvania, on the 16th day of September, 1902, as Lots Nos. 5 and 6 in Block 33, fronting on Schnarr Avenue and being each 40 feet in front on Schnarr Avenue and extending in depth 120 feet to an alley.

BEING the same premises which were conveyed to Koozers by Frances Dora Read by deed dated August 17, 1957, as recorded in Deed Book 461, page 294; and

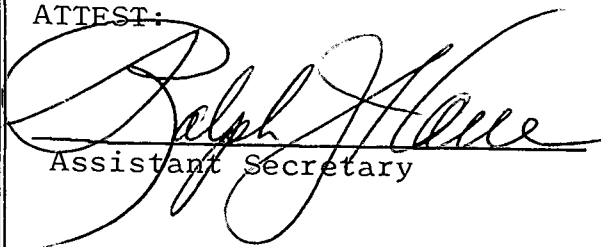
WHEREAS, the said Koozers have this day executed and delivered to The Clearfield Trust Company a mortgage in the amount of \$6,100.00, which mortgage is a lien on the premises above described.

IT IS AGREED by the said Community Consumer Discount Company that the lien of its judgment above mentioned be and is

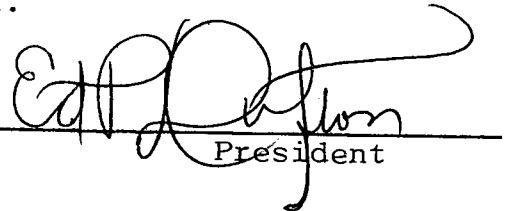
hereby postponed to the lien of the mortgage and the bond accompanying the same held by The Clearfield Trust Company as above mentioned, and the said Community Consumer Discount Company agrees that The Clearfield Trust Company, its successors and assigns shall have all the rights and benefits to which it would have been entitled had the executed mortgage of The Clearfield Trust Company been executed, delivered, and recorded before the judgment of the said Community Consumer Discount Company.

IN WITNESS WHEREOF, the said Community Consumer Discount Company has hereto caused its corporate seal to be affixed and attested this 15th day of August, 1961.

ATTEST:

  
Assistant Secretary

By

  
President

Assistant Secretary

ATTEST:

BY

President

attested this 15th day of August 1961.

Company has hereto caused its copy to be affixed and

IN WITNESS WHEREOF, the said Community Consumer Discount

Company has caused its copy to be affixed and

Company been executed, delivered, and recorded before the

been entitled had the executed mortgage of The Clearfield Trust

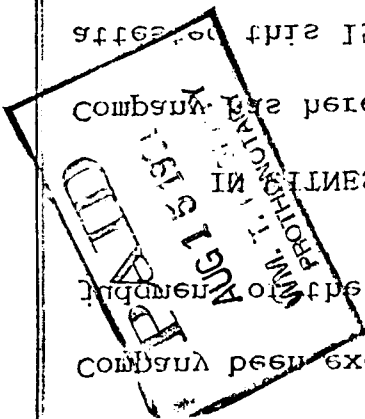
shall have all the rights and benefits to which it would have

agrees that The Clearfield Trust Company, its successors and assigns

above mentioned, and the said Community Consumer Discount Company

accompanying the same held by The Clearfield Trust Company as

heretofore postponed to the lien of the mortgage and the bond



For a valuable consideration the undersigned hereby guarantee the payment of the within note to the lawful holder thereof according to the term and tenure thereof, waiving presentment, demand for payment, protest, and notice of protest, and hereby consent that the holder of the within note may accept partial payment or payments thereon and grant extension or extensions of time to the maker without notice to and without releasing the undersigned from liability hereunder.

And the undersigned further authorize and empower any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the within sum, with or without defalcation, with interest as above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note and consent to the condemnation thereof with full liberty to sell the same on a fi. fa., with release of errors thereon and waiving all relief from any and all appraisalment, stay of execution, and exemption laws now in force or hereafter to be passed.

.....Witness.....(SEAL)

.....Witness.....(SEAL)

.....Witness.....(SEAL)

8/15/66 585  
**FILED**  
10.30 AM  
NOV 9 - 1960  
WM. T. HAGERITY  
PROTHONOTARY

16 Nov. 1960  
This is to certify that the address of the following is a true and correct address:  
Hyde, Pa.  
COMMUNITY CONSUMER DISCOUNT CO.  
*James J. Kowice*

#7993

**Community Consumer Discount Company**  
of Clearfield, Pa.

\$ 2457.00

Clearfield, Pa. November 5, 1960

For value received, the undersigned jointly and severally promise to pay

to the order of the COMMUNITY CONSUMER DISCOUNT COMPANY, of Clearfield, Pa., or order, or assigns, at its office in the Borough of Clearfield, Pa.,

the sum of **Two Thousand Four Hundred Fifty Seven and no/100-----** Dollars, without defalcation or set-off, pursuant to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, No. 66, approved the 8th day of April, 1937, entitled "Consumer Discount Company Act," and the supplements and amendments thereto, in installments as follows:

**36** equal installments of **Sixty Eight and 25/100-----** Dollars each, followed by

**no** equal installments of **none** Dollars each, the first installment

falling due **Dec 5, 1960** and continuing each **5th day** of every **month** thereafter.

If default shall be made in the payment of any of the said installments of this note or any renewal thereof, as and when the same become due according to the provisions hereof, or the provisions of any renewal hereof, or if any of the undersigned shall attempt to abscond, or move from the jurisdiction of the Courts of this County, or shall assign, secret, or dispose of his or her property, without notice to the holder hereof, then, or in any of the said events, the whole principal sum of this note or any renewal hereof or such portion thereof as shall then remain unpaid, with interest, costs and charges thereon as provided in the above act, shall at the option of the holder of this note become immediately due and payable without notice to the undersigned, and interest shall be charged for any extension, deferment or default at the rate of 1½% per cent per month on the amount in arrears, with a minimum charge for any extension, deferment or default of twenty-five (25c) cents.

And the undersigned do hereby authorize any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and enter judgment against us or either of us for the above sum, with or without defalcation, with interests above provided, with cost of suit, release of errors, without stay of execution, and with ten per cent added for Attorney's fee for collection; and the undersigned also waive the right of inquisition on any real estate that may be levied upon to collect this note, and consent to the condemnation thereof with full liberty to sell the same on a fi. fa., with release of errors thereon and waiving all relief from any and all appraisement, stay of execution, and exemption laws now in force or hereafter to be passed.

Each maker, co-maker, endorser, guarantor, or other party hereto waives notice of demand, default, protest, and notice of protest and non-payment, and further consents that the holder hereof may accept partial payment or payments hereon, and grant extension or extensions of time, or deferment or deferments, without notice to and without release from liability to either or any of them. The acceptance of the said holder hereof of any payment of principal, interest, or charges as herein reserved, after a default in the same, shall not be considered as a waiver of the right to enforce payment of all subsequent installments pursuant to the terms hereof, when and as the same shall become due, or to enforce the conditions of this agreement.

*G. Davis* ..... Witness

*G. Davis* ..... Witness

..... Witness

..... Witness

*William G. Kooser* ..... (SEAL)

*William G. Kooser* ..... (SEAL)

..... (SEAL)

..... (SEAL)

(Please sign your name in full)

**SIGN THIS BLANK FOR SATISFACTION**

Received on .... May 25, ....., 1963, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

~~Community Consumer Discount Co.~~

Painter .....  
 Witness

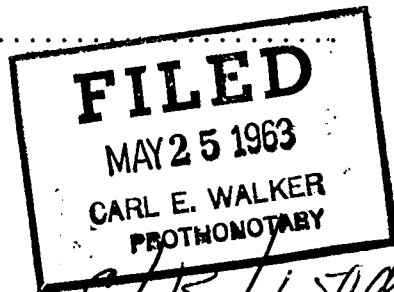
**SIGN THIS BLANK FOR ASSIGNMENT**

Now, ....., 19...., for value received ..... hereby  
assign, transfer and set over to .....  
Address Assignee

..... of .....

above Judgment, Debt, Interest and Costs without recourse.

Witness



CARL E. WALKER  
PROTHONOTARY

# STATEMENT OF JUDGMENT

7993

Docket No. 172

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Community Consumer Discount Co.

No. 16 TERM Nov. 19. 60

Penal Debt \$

Real Debt \$2457.00

Atty's Com. 10% \$

Int. from November 5, 1960

Entry & Tax by Plff. \$ 3.50

Att'y Docket \$

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument D. S. B.

Date of Same November 9, 19. 60

Date Due Installments 19.

Expires November 9, 19. 65

Entered of Record 9th day of

November, 19 60 10:32 A.M. EST

Certified from Record 9th day of

November, 19 60

Notary Public  
Prothonotary

VERSUS

Betty Koozer 14

William A. Koozer 104